

# Village of Colfax

Date: September 8, 2022

To: Village Board

From: Lynn Niggemann, Administrator-Clerk-Treasurer

Re: Water and Sewer Ordinances

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The Public Works Committee met on August 18<sup>th</sup>, 2022. Per DNR regulations, the Village Board needs to review the ordinance and rates for water and sewer. The Public Works Committee has review Title 9 Public Utilities, Chapters 1, 2 and 4 the Water, Sewer and Miscellaneous Utilities.

1) The changes to the ordinance are listed below:

- Page 3 is what looks to be a typo, change the Sec. 9-1-~~12~~ to 9-1-2.
- Page 29 Sec. 9-2-11- the highlighted sentence addresses the Village Street Opening process.
  - Prior to 2018, the Village had a permit fee of \$1,000 when homeowners needed to repair their utilities and open the street to connect to the main.
  - Effective August 1<sup>st</sup>, 2018, the Village modified that street opening so that the homeowner was responsible for the entire cost to repair the road back to DOT specifications. That process was complex due to the amount of interaction between the utility companies estimating the work and the work actually getting completed.
  - NOW, the Public Works committee would like to go back to a permit fee to make the process less complicated. However, \$1,000 would not cover much of a patch on a street. The Public Works recommendation is to charge a permit fee of \$2,500.
    - This would change would include modification of the sewer ordinance – 2022-03 Ordinance Amendment – see the strikeout and the bold with the new text.
    - The updated construction/access permit application then would be modified to reflect the \$2,500 permit fee.
- Page 31
  - Sec. 9-2-20 (b) Modify the dollar amount to reflect the Board approved amounts.
  - Sec; 9-2-21 (b) Modify the dollar amount to reflect the Board approved amounts.
- Page 32
  - Sec. 9-2-22 (a) Modify the dollar amount to reflect the Board approved amounts.

This information is found after page 36.

- 2) The Public Works Committee recommended a 1% increase for the sewer by volume rates. Currently the rate is \$5.10 per 1,000 gallons. A 1% increase would change the \$5.10 to \$5.15 per 1,000 gallons. There are three calculations showing the net effect on accounts. With 1% increase the net effect based on the last twelve months of usage, an increase of \$1,176.52, 2% would be \$2,353.04 and 3% would be \$3,529.56. The examples show what the change in a bill would be and the highlighted column is the annual increase for an average bill.

**Public Works Committee Meeting**  
**August 18<sup>th</sup>, 2022**  
**6:00 p.m.**

The Village of Colfax Public Works Committee met on August 18<sup>th</sup>, 2022 at 6:00 p.m. at the Village Hall, 613 Main Street, Colfax, WI. Members Present were: Jody Albricht and Jen Rud, Chair. Excused: Davis. Others present included: Director of Public Works and Administrator-Clerk-Treasurer Niggemann.

**Review the Public Utilities Title 9 Ordinance/Review Sewer & Water Rates** – The Committee reviewed the Water & Sewer Regulations and Rates ordinances. In reviewing the ordinance and the 2021 year-end results, the Committee felt that the Sewer Utility should increase the rates one percent to help soften any future needs for rate increases. The average residence would potentially see about a \$2/quarter increase in the water bill with the rate going from \$5.10 per 1,000 gallons to \$5.15 per 1,000 gallons effective January 1, 2023 with the rate change on the April 2023 bill. The other discussion involved street openings when repairing sewer laterals. Prior to 2018, the street opening fee was \$1,000. A couple projects left the Village with a balance to pay of \$3,000 to \$4,000. The Village modified the ordinance to have the property owners responsible for the repair of the street when they have utility projects. This process has been very difficult to keep track of due to timing that the patches need to settle before being asphalted. Between the Public Works and Administration, it would be better to go back to a standard permit fee. Suggestion would be \$2,500.

A motion was made by Albricht and seconded by Rud to recommend to the Village Board to increase the sewer by volume rate to \$5.15 per 1,000 gallons. A voice vote was taken with all members voting in favor. Motion carried.

A motion was made by Albricht and seconded by Rud to recommend to the Village Board to change the street opening fee to \$2,500. A voice vote was taken with all members voting in favor. Motion carried.

**Adjournment** – A motion was made by Albricht and seconded by Rud to adjourn the meeting at 7:20 pm. All members voted in favor. Meeting adjourned.

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Jen Rud, Chairperson

## TITLE 9

### Public Utilities

Chapter 1	Water Utility Regulations and Rates
Chapter 2	Sewer Utility Regulations and Rates
Chapter 3	Cable Television
Chapter 4	Miscellaneous Utilities Regulations

## CHAPTER 1

### Water Utility Regulations and Rates

#### Article A      Rates

9-1-1	Public Fire Protection Service -- F-1
9-1-2	General Service -- Metered -- Mg-1
9-1-3	General Service -- Suburban -- Mg-2
9-1-4	General Water Service -- Unmetered -- Ug-1
9-1-5	Public Service -- Mpa-1
9-1-6	Reconnection Charges -- R-1
9-1-7	Building and Construction Water Service -- Mz-1
9-1-8	Seasonal, Emergency or Temporary Service -- Mgt-1
9-1-9	Bulk Water -- Bw-1
9-1-10	Private Fire-Protection Service -- Unmetered -- Upf-1
9-1-11	Hydrant Charges -- H-1
9-1-12	Temporary Metered Supply, Meter and Deposits -- D-1
9-1-13	Additional Meter Rental Charge -- Am-1
9-1-14	Water Lateral Installation Charge -- Cz-1
9-1-15 through	
9-1-19	Reserved for Future Use

#### Article B      Rules and Regulations

9-1-20	Compliance With Rules
9-1-21	Establishment of Service
9-1-22	Service Contract
9-1-23	Temporary Metered Supply, Meter and Deposits
9-1-24	Water for Construction
9-1-25	Use of Hydrants
9-1-26	Operation of Valves and Hydrants; Unauthorized Use of Water; Penalty
9-1-27	Refunds of Monetary Deposits
9-1-28	Service Connections (or Water Laterals)
9-1-29	Service Piping for Meter Settings
9-1-30	Turning on Water
9-1-31	Failure to Read Meters
9-1-32	Complaint Meter Tests

- 9-1-33 Thawing Frozen Services
- 9-1-34 Curb Stop Boxes
- 9-1-35 Installation of Meters
- 9-1-36 Repairs to Meters
- 9-1-37 Replacement and Repair of Service Pipe
- 9-1-38 Charges for Water Wasted Due to Leaks
- 9-1-39 Inspection of Premises
- 9-1-40 Customer's Deposits
- 9-1-41 Conditions of Deposit
- 9-1-42 Guarantee Contracts
- 9-1-43 Deferred Payment Agreement
- 9-1-44 Disconnection and Refusal of Service
- 9-1-45 Collection of Overdue Bills
- 9-1-46 Surreptitious Use of Water
- 9-1-47 Vacation of Premises
- 9-1-48 Repairs to Mains
- 9-1-49 Duty of Utility With Respect to Safety of the Public
- 9-1-50 Handling Water Mains and Service Pipes in Excavation Trenches
- 9-1-51 Protective Devices
- 9-1-52 Water Main Installations in Platted Subdivisions
- 9-1-53 Water Main Extension Rule
- 9-1-54 Cross Connection Control
- 9-1-55 Private Well Abandonment

**ARTICLE A**

Rates

**SEC. 9-1-1 PUBLIC FIRE PROTECTION SERVICE – F-1.**

- (a) For public fire protection service to the Village of Colfax, the annual charge shall be Sixty-three Thousand Two Hundred Sixty-two Dollars (\$63,262.00) to cover the use of mains and hydrants up to and including the terminal hydrant and connection on each main existing for the 1998 test year.
- (b) For all extensions of fire protection service, there shall be an additional annual charge of Five Hundred Sixty-three Dollars (\$ 563.00) per net hydrant added to the system in excess of ninety (90) hydrants.
- (c) This service shall include the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purposes of extinguishing fires within the municipal boundary. This service shall also include water used for testing equipment and training personnel. For all other purposes, the metered or other rates set forth, or as may be filed with the Public Service Commission, shall apply.
- (d) The annual public fire protection charge shall never be less than the base amount.

**SEC. 9-1-12 GENERAL SERVICE—METERED—MG-1.**

(a) **Quarterly Service Charge:**

*updated in 2010*

5/8-inch meter-		\$ 20.24	<i>28.50</i>
3/4-inch meter-		\$ 20.24	<i>28.50</i>
1-inch meter-		\$ 40.48	<i>41.40</i>
1-1/4-inch meter-		\$ 56.05	<i>56.10</i>
1-1/2-inch meter-		\$ 71.62	<i>71.70</i>
2-inch meter-		\$ 108.99	<i>109.20</i>
3-inch meter-		\$ 205.52	<i>205.80</i>
4-inch meter-		\$ 311.40	<i>311.40</i>
6-inch meter-		\$ 467.10	
8-inch meter-		\$ 622.80	

(b) **Plus Volume Charge:**

First	30,000	gallons used each quarter	\$3.01 per 1,000 gallons.	<i>4.48</i>
Next	70,000	gallons used each quarter	\$2.44 per 1,000 gallons.	<i>3.66</i>
Next	100,000	gallons used each quarter	\$2.08 per 1,000 gallons.	<i>3.17</i>
Over	200,000	gallons used each quarter	\$1.35 per 1,000 gallons.	<i>2.56</i>

(c) **Billing.**

Bills used for water service are rendered quarterly and become due and payable upon issuance following the periods for which service is rendered. A late payment charge of three percent (3%) but not less than fifty cents (\$.50) will be added to bills not paid within twenty (20) days of issuance. This one-time three percent (3%) late payment charge will be applied only to any unpaid balance for the current billing period's usage. This late payment charge is applicable to all

customers. The utility customer may be given a written notice that the bill is overdue no sooner than twenty (20) days after the bill is issued. Unless payment or satisfactory arrangement for payment is made within the next eight (8) days, service may be disconnected pursuant to Chapter PSC 185, Wis. Adm. Code.

(d) **Combined Metering.**

- (1) Volumetric meter readings will be combined for billing if the utility for its own convenience places more than one (1) meter on a single water service lateral. Multiple meters placed for the purpose of identifying water not discharged into the sanitary sewer are not considered for utility convenience and shall not be combined for billing. Meter readings from individually metered separate service laterals shall not be combined for billing purposes.
- (2) Buildings used in the same business, located on the same parcel and served by a single lateral may have the customer's water supply piping installed to a central point so that volume can be metered in one (1) place.

**SEC. 9-1-3 GENERAL SERVICE – SUBURBAN – MG-2.**

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

**SEC. 9-1-4 GENERAL WATER SERVICE – UNMETERED – UG-1.**

- (a) **Rate.** Where the utility cannot immediately install its water meter, service may be supplied temporarily on an unmetered basis. Such service shall be billed at the rate of Fifty-seven and 20/100 Dollars (\$57.20) per billing period. This rate shall be applied only to single-family residential and small commercial customers and approximates the cost of thirteen thousand (13,000) gallons of water each quarter under Schedule Mg-1. If it is determined by the utility that usage is in excess of thirteen thousand (13,000) gallons of water per billing period, an additional charge per Schedule Mg-1 will be made for the estimated additional usage.
- (b) **Billing.** Same as Schedule Mg-1.

**SEC. 9-1-5 PUBLIC SERVICE – MPA-1.**

- (a) Water service supplied to municipal buildings, schools, sewer treatment plants, etc., shall be metered and the regular metered service rates applied.
- (b) Water used on an intermittent basis for flushing sewers, street sprinkling, flooding skating rinks, drinking fountains, etc., shall be metered where meters can be set to measure the service. Where it is impossible to measure the service, the Utility shall estimate the volume of water used based on the pressure, size of opening and period of time water is allowed to be drawn. the estimated quantity used shall be billed at the rate of Two Dollars (\$2.00) per one thousand (1,000) gallons.

**SEC. 9-1-6 RECONNECTION CHARGES – R-1.**

	<u>During Normal Business Hours</u>	<u>After Normal Business Hours</u>
Reinstallation of meter, including valving at curb stop	\$ 20.00	\$30.00
Valve turned on at curb stop	\$ 15.00	\$22.50

Note: No charge for disconnection.

**SEC. 9-1-7 BUILDING AND CONSTRUCTION WATER SERVICE -- MZ-1.**

- (a) For single-family and small commercial buildings, apply the unmetered rate, Schedule Ug-1.
- (b) For large commercial, industrial, or multiple apartment buildings, a temporary metered installation shall be made and general, metered rates (Schedule Mg-1) applied.

**SEC. 9-1-8 SEASONAL, EMERGENCY OR TEMPORARY SERVICE – MGT-1.**

Seasonal customers\* shall be served at the general service rate (Schedule Mg-1), except that each customer served under this rate shall pay an annual seasonal service charge equal to four (4) times the applicable service charge. Water used in any quarter shall be billed at the applicable volume schedule in Mg-1 and the charge added to the annual seasonal service charge. Further, if service has been disconnected, a charge under Schedule R-1 is applied at the time of reconnection.

\*Seasonal customers are general service customers whose use of water is normally for recurring periods of less than a year.

**SEC. 9-1-9 BULK WATER -- BW-1.**

- (a) All bulk water supplied from the water system through hydrants or other connections shall be metered, or at the direction of the utility, estimated. Utility personnel or utility-approved party shall supervise the delivery of water.
- (b) Bulk water sales are:
  - (1) Water supplied to tank truck or from hydrant for the purpose of extinguishing fires outside the utility's immediate service area;
  - (2) Water supplied by tank truck or from hydrant for purposes other than extinguishing fires such as irrigation or the filling of swimming pools; or,
  - (3) Water supplied from hydrants or other temporary connections for general service type applications. (Water supplied for construction purposes -- see Schedule Mz-1).
- (c) A charge for the volume of water used will be billed to the party using the water at ~~Two and 90/100 Dollars (\$2.90)~~ per one thousand (1,000) gallons. A service charge, in addition to the volumetric charge, will be ~~Twenty Dollars (\$20.00)~~.

*(\$40.00). Four and 48/100 Dollars (\$4.48)*

*Forty*

*(2010 updated)*

- (d) A deposit for the meter and/or valve will be required. The deposit collected shall be Twenty-five Dollars (\$25.00) and will be refunded upon return of the utility's equipment. Damaged or lost equipment will be repaired or replaced at the customer's expense.

**SEC. 9-1-10 PRIVATE FIRE-PROTECTION SERVICE – UNMETERED  
-- UPF-1.**

- (a) **Use.** This service shall consist of unmetered connections to the main for the purpose of supplying water to private fire protection systems such as automatic sprinkler systems, standpipes, (where same are connected permanently or continuously to the mains) and private hydrants.
- (b) **Charges.** Quarterly demand charges for private fire-protection service:

<u>Size of Connection</u>	<u>Charge</u>
2-inch	\$ 24.00
3-inch	\$ 45.00
4-inch	\$ 75.00
6-inch	\$151.00
8-inch	\$241.00
10-inch	\$362.00
12-inch	\$528.00

- (c) **Billing.** Same provisions as for general service.

**SEC. 9-1-11 HYDRANT CHARGES – H-1.**

- (a) In cases where no other supply is available, hydrants may be used. The following charges shall apply:
- (1) Service charge for setting or moving sprinkler valve: \$10.00.
  - (2) Hydrant wrench deposit: \$10.00.
  - (3) Reducer (if necessary) deposit: \$10.00.
- (b) In addition, the projected water usage shall be paid for in advance at the schedule rates. The minimum charge for water usage shall be Ten Dollars (\$10.00).
- (c) Refunds of deposits will be made upon return of the utility equipment. Damaged or lost equipment will be repaired or replaced at customer expense.

**SEC. 9-1-12 TEMPORARY METERED SUPPLY, METER AND DEPOSITS – D-1.**

- (a) Service charge for setting the valve and furnishing and setting the meter: \$10.00.
- (b) Deposit for valve and meter: \$10.00.
- (c) Water usage shall be billed at present rates.
- (d) Refunds of deposits will be made upon return of the utility equipment. Damage or lost equipment will be repaired or replaced at customer expense.



**SEC. 9-1-13 ADDITIONAL METER RENTAL CHARGE – AM-1.**

- (a) If a customer requests the installation of an additional meter to receive credit for clear water not discharged into the sanitary sewer system, or if a sewerage service customer who is not a customer of the Water Utility requests the installation of a meter to determine the volume of sewage discharged into the sanitary sewer system, the utility shall furnish and install this additional meter. This rate shall be applied only to single-family residential and small commercial customers. A rental fee shall be charged for the use of this meter and the following rates shall apply. Billing period same as in Schedule Mg-1:

5/8-inch meter	\$ 6.00 per billing period
3/4-inch meter	\$ 6.00 per billing period
1-inch meter	\$12.00 per billing period
1-1/4-inch meter	\$15.00 per billing period
1-1/2-inch meter	\$18.00 per billing period

- (b) Initial Meter Installation Charge -- Twenty-five Dollars (\$25.00).

**SEC. 9-1-14 WATER LATERAL INSTALLATION CHARGE – CZ-1.**

- (a) Subdivision developers shall be responsible, where the main extension has been approved by the utility, for the water service lateral installation costs from the main through the curb stop and box.
- (b) When the cost of a utility main extension is to be collected through assessment by the municipality, the actual average water lateral installation costs from the main through the curb stop and box shall be included in the assessment of the appropriate properties.
- (c) The initial water service lateral(s), not installed as part of a subdivision development or an assessable utility extension, will be installed from the main through the curb stop and box by the utility, for which there will be made a charge as follows:

3/4-inch or 1-inch copper water service	\$750.00
4-inch sewer service	\$750.00
Larger sized service	Actual Cost

**SEC. 9-1-15 THROUGH SEC. 9-1-19 RESERVED FOR FUTURE USE.**

## ARTICLE B

### Rules and Regulations

#### SEC. 9-1-20 COMPLIANCE WITH RULES.

All persons now receiving a water supply from the Village of Colfax water utility, or who may request service in the future, shall be considered as having agreed to be bound by the rules and regulations as filed with the Public Service Commission of Wisconsin.

#### SEC. 9-1-21 ESTABLISHMENT OF SERVICE.

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

#### SEC. 9-1-22 SERVICE CONTRACT.

- (a) The minimum service contract period shall be one (1) year unless otherwise specified by special contract or in the applicable rate schedule. Where the

Utility service has been disconnected at the customer's request prior to expiration of the minimum contract period, a reconnection charge shall be made, payable in advance, when the customer requests reconnection of service. (See Schedule R-1 for applicable rate.) The minimum contract period is renewed with each reconnection.

- (b) A reconnection charge shall also be required from consumers whose services are disconnected (shut off at curb stop) because of non-payment of bills when due (not including disconnection for failure to comply with deposit or guarantee rules). (See Schedule R-1 for applicable rate.)
- (c) A consumer shall be considered as the same consumer provided the reconnection is requested for the same location by any member of the same family, or if a place of business, by any partner of the same business.

#### **SEC. 9-1-23 TEMPORARY METERED SUPPLY, METER AND DEPOSITS.**

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

#### **SEC. 9-1-24 WATER FOR CONSTRUCTION.**

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

#### **SEC. 9-1-25 USE OF HYDRANTS.**

- (a) In cases where no other supply is available, permission may be granted by the Utility to use a hydrant. No hydrant shall be used until it is equipped with a sprinkling valve. In no case shall any valve be moved except by a member of the Utility.
- (b) Before a valve is set, payment must be made for its setting and for the water to be used at the scheduled rates. Where applicable, see Schedule BW-1 for deposits and charges. Upon completing use of the hydrant, the customer must notify the Utility to that effect.

- (c) In the use of a hydrant supply, the hydrant valve will be set at the proper opening by the Utility when the sprinkling valve is set, and the flow of water must be regulated by means of the sprinkling valve. If the water is to be used through iron pipe connections, all such pipe installations shall have the swing joint to facilitate quick disconnection from the fire hydrant.

**SEC. 9-1-26 OPERATION OF VALVES AND HYDRANTS; UNAUTHORIZED USE OF WATER; PENALTY.**

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

**SEC. 9-1-27 REFUNDS OF MONETARY DEPOSITS.**

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

**SEC. 9-1-28 SERVICE CONNECTIONS (OR WATER LATERALS).**

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

**SEC. 9-1-29 SERVICE PIPING FOR METER SETTINGS.**

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

**SEC. 9-1-30 TURNING ON WATER.**

The water cannot be turned on for a consumer except by a duly authorized employee of the Utility. The plumber must leave the water turned off after completing the job. This does not prevent the plumber from testing the work.

**SEC. 9-1-31 FAILURE TO READ METERS.**

- (a) Where the utility is unable to read a meter after two (2) successive attempts, the fact will be plainly indicated on the bill, and either an estimated bill will be computed, or the minimum charge applied. The difference shall be adjusted when the meter is again read, that is, the bill for the succeeding quarter will be computed with the gallons or cubic feet in each block of the rate schedule doubled and credit will be given on that bill for the amount of the minimum bill paid the preceding month. Only in unusual cases, or when approval is obtained from the customer shall more than three (3) consecutive estimated bills be rendered where billed are rendered monthly and there shall be not more than two (2) consecutive estimated bills where the billing period is two (2) months or more.
- (b) If the meter is damaged (see Surreptitious Use of Water) or fails to operate, the bill will be based on the average use during the past year unless there is some reason why the use is not normal. If the average use cannot be properly employed, the bill will be estimated by some equitable method.

**SEC. 9-1-32 COMPLAINT METER TESTS.**

See Wis. Adm. Code, Chapter PSC 185.

**SEC. 9-1-33 THAWING FROZEN SERVICES.**

See Wis. Adm. Code, Chapter PSC 185.

**SEC. 9-1-34 CURB STOP BOXES.**

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

**SEC. 9-1-35 INSTALLATION OF METERS.**

Meters will be furnished and placed by the Utility and are not to be disconnected or tampered with by the consumer. All meters shall be so located that they shall be protected from obstructions and permit ready access thereto for reading, inspection, and servicing, such location to be designated or approved by the Utility. All piping within the building must be supplied by the owner. Where additional meters are desired by the consumer, he shall pay for all piping and an additional amount sufficient to cover the cost of maintenance and depreciation. Where applicable, see Schedule Am-1 for rate.

**SEC. 9-1-36 REPAIRS TO METERS.**

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

**SEC. 9-1-37 REPLACEMENT AND REPAIR OF SERVICE PIPE.**

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

**SEC. 9-1-38 CHARGES FOR WATER WASTED DUE TO LEAKS.**

See Wis. Adm. Code, Chapter PSC 185.

**SEC. 9-1-39 INSPECTION OF PREMISES.**

During reasonable hours any officer or authorized employee of the Utility shall have the right of access to the premises supplied with service, for the purpose of inspection or for the enforcement of the Utility's rules and regulations. Whenever appropriate, the Utility will make a systematic inspection of all unmetered water taps for the purpose of checking waste and unnecessary use of water.

**SEC. 9-1-40 CUSTOMER'S DEPOSIT.**

See Wis. Adm. Code, Chapter PSC 185.

**SEC. 9-1-41 CONDITIONS OF DEPOSIT.**

See Wis. Adm. Code, Chapter PSC 185.

**SEC. 9-1-42 GUARANTEE CONTRACTS.**

See Wis. Adm. Code, Chapter 185.

**SEC. 9-1-43 DEFERRED PAYMENT AGREEMENT.**

See Wis. Adm. Code, Chapter 185.

**SEC. 9-1-44 DISCONNECTION AND REFUSAL OF SERVICE.**

(a) **Disconnection.** See Wis. Adm. Code Chapter PSC 185.

(b) **Disconnection Notice.** The form of disconnection notice to be used is as follows:

**DISCONNECTION NOTICE**

Dear Customer:

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

You have 8 days to pay the utility service arrears or your service is subject to disconnection.

If you fail to pay the service arrears, or fail to contact us within the 8 days allowed to make reasonable time payment arrangements, we will proceed with disconnection action.

To avoid the inconvenience of service interruption and an additional charge of (amount) reconnection, we urge you to pay the full arrears IMMEDIATELY AT ONE OF OUR OFFICES.

If you have entered into a Deferred Payment Agreement with us and have failed to make the time payment you agreed to, your service will be subject to disconnection unless you pay the amount due within 8 days.

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

PLEASE CALL THIS TELEPHONE NUMBER, (appropriate telephone number), IMMEDIATELY IF:

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

Illness Provision

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

Deferred Payment Agreements

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

This time payment agreement will require:

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

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

(UTILITY NAME)

**SEC. 9-1-45 COLLECTION OF OVERDUE BILLS.**

An amount owed by the customer may be levied as a tax as provided in Sec. 66.069, Wis. Stats. 66.069(3)



**SEC. 9-1-46 SURREPTITIOUS USE OF WATER.**

- (a) When the Utility has reasonable evidence that a consumer is obtaining water, in whole or in part, by means of devices or methods used to stop or interfere with the proper metering of the utility service being delivered, the Utility reserves the right to estimate and present immediately a bill for service unmetered as a result of such interference and such bill shall be payable subject to a twenty-four (24) hours disconnection of service. When the Utility shall have disconnected the consumer for any such reason, the Utility will reconnect the consumer upon the following conditions:
- (1) The consumer will be required to deposit with the Utility an amount sufficient to guarantee the payment of the consumer's bills for utility service to the Utility.
  - (2) The consumer will be required to pay the Utility for any and all damages to its equipment on the consumer's premises due to such stoppage or interference with its metering.
  - (3) The consumer must further agree to comply with reasonable requirements to protect the utility against further losses.
- (b) Sections 98.26 and 943.20, Wis. Stats., as relating to water service, are hereby adopted and made a part of these rules.

**SEC. 9-1-47 VACATION OF PREMISES.**

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

**SEC. 9-1-48 REPAIRS TO MAINS.**

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

**SEC. 9-1-49 DUTY OF UTILITY WITH RESPECT TO SAFETY OF THE PUBLIC.**

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

**SEC. 9-1-50 HANDLING WATER MAINS AND SERVICE PIPES IN EXCAVATION TRENCHES.**

Contractors must ascertain for themselves the existence and location of all water mains and service pipes. Where removed, cut or damaged during trench excavation,

contractors must, at their own expense, cause them to be replaced or repaired at once. Contractors must not shut off the water service pipes to any consumer for a period exceeding six (6) hours.

**SEC. 9-1-51 PROTECTIVE DEVICES.**

- (a) **Protective Devices in General.** The owner or occupant of every premise receiving water supply shall apply and maintain suitable means of protection of the premise supply, and all appliances thereof, against damage arising in any manner from the use of the water supply, variation of water pressure, or any interruption of water supply. Particularly, such owner or occupant must protect water-cooled compressors for refrigeration systems by means of high pressure safety cutout devices. There shall likewise be provided means for the prevention of the transmission of water ram or noise of operation of any valve or appliance through the piping of their own or adjacent premises.
- (b) **Relief Valves.** On all "closed systems" (i.e., systems having a check valve, pressure regulator, or reducing valve, water filter or softener) an effective pressure relief valve shall be installed either in the top tapping or the upper side tapping of the hot water tank, or on the hot water distributing pipe connection at the tank. No stop valve shall be placed between the hot water tank and the relief valve or on the drain pipe. (See applicable Village plumbing codes).
- (c) **Air Chambers.** An air chamber or approved shock absorber shall be installed at the terminus of each riser, fixture branch, or hydraulic elevator main for the prevention of undue water hammer. The air chamber shall be sized in conformance with local plumbing codes. Where possible, the air chamber should be provided at its base with a valve for water drainage and replenishment of air.

**SEC. 9-1-52 WATER MAIN INSTALLATIONS IN PLATTED SUBDIVISIONS.**

- (a) Application for installation of water mains in regularly platted real estate development subdivisions shall be filed with the Municipal Clerk and shall set forth the following information:
  - (1) Name of subdivision.
  - (2) Legal description.
  - (3) Map showing streets, lots and sizes of proposed mains and hydrants, and street laterals.
  - (4) Date of approval of subdivision plan by State Department of Development.
  - (5) Date of approval of proposed mains by State Department of Natural Resources.
  - (6) Number of houses presently under construction.
- (b) Upon receipt of the application, the water utility will prepare detailed estimates of the cost of extending water mains and hydrants of the size deemed necessary in the subdivision and submit same to the municipal governing body for approval of the extension as it pertains to public fire-protection service requirements.
- (c) The applicant for water service to be supplied to a subdivision shall be required to advance to the utility, prior to the beginning of the construction, the total estimated cost of the extension. If the final costs exceed estimated costs, an

additional billing will be made for the balance of the cost due. This balance is to be paid within thirty (30) days. If final costs are less than estimated, a refund of overpayment will be made by the water utility.

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

#### SEC. 9-1-53 WATER MAIN EXTENSION RULE.

Water mains will be extended for new customers on the following basis:

- (a) Where the cost of the extension is to immediately be collected through assessment by the Village against the abutting property, the procedure set forth under Sec. 66.60, Wis. Stats., will apply, and no additional customer contribution to the Utility will be required.
- (b) Where the Village is unwilling or unable to make a special assessment, the extension will be made on a customer-financed basis as follows:
  - (1) The applicant(s) will advance as a contribution in aid of construction, the total amount equivalent to that which would have been assessed for all property under Subsection (a).
  - (2) Part of the contribution required in Subsection (b)(1) will be refundable. When additional customers are connected to the extended main within twenty (20) years of the date of completion, contributions in aid of construction will be collected equal to the amount which would have been assessed under Subsection (a) for the abutting property being served. This amount will be refunded to the original contributor(s). In no case will the contributions received from additional customers exceed the proportionate amount which would have been required under Subsection (a) nor will it exceed the total assessable cost of the original extension.
- (c) When a customer connects to a transmission main or connecting loop installed at Utility expense within twenty (20) years of the date of completion, there will be a contribution required of an amount equivalent to that which would have been assessed under Subsection (a).

#### SEC. 9-1-54 CROSS CONNECTION CONTROL.

- (a) **Definition.** A cross connection shall be defined as any physical connection or arrangement between two otherwise separate systems, one of which contains potable water from the Village water system, and the other, water from a private source, water of unknown or questionable safety, or steam, gases, or chemicals, whereby there may be a flow from one system to the other, the direction of flow depending on the pressure differential between the two systems.
- (b) **Cross Connections Prohibited.** No person, firm or corporation shall establish or permit to be established or maintain or permit to be maintained any cross connection. No interconnection shall be established whereby potable water from a private, auxiliary or emergency water supply other than the regular public water supply of the Village may enter the supply or distribution system of said municipality, unless such private, auxiliary or emergency water supply and the method of connection and use of such supply shall have been approved by the

Colfax Water and Sewer System Utility and by the Wisconsin Department of Natural Resources in accordance with Section NR 111.25(3), Wisconsin Administrative Code.

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

#### SEC. 9-1-55 PRIVATE WELL ABANDONMENT.

- (a) **Purpose.** The purpose of this Section is to prevent unused and/or improperly constructed wells from serving as a passage for contaminated surface or near-surface waters or other materials to reach the usable ground water. These wells must be properly filled and sealed.
- (b) **Coverage.** All private wells located on any premises which is served by the public water system of the Village shall be properly filled by June 30, 1983. Only those wells for which a well operation permit has been granted by the Village Clerk-Treasurer may be exempted from this requirement; subject to conditions of maintenance and operation.

- (c) **Well Operation Permits.** A permit may be granted to a well owner to operate a well for a period not to exceed one (1) year if the following requirements are met. (Applications shall be made on forms provided by the Village Clerk.)
- (1) The well and pump installation meet the requirements of Ch. NR 112, Wis. Adm. Code, and a well constructor's report is on file with the Department of Natural Resources, or certification of the acceptability of the well has been granted by the Private Water Supply Section of the Department of Natural Resources.
  - (2) The well has a history of producing safe water and presently produces bacteriologically safe water as evidenced by three (3) samplings two (2) weeks apart.
  - (3) The proposed use of the well can be justified as being necessary in addition to water provided by the public water system.
  - (4) No physical connection shall exist between the piping of the public water system and the private well.
- (d) **Methods.** Wells to be abandoned shall be filled according to the procedures outlined in Ch. NR 112, Wis. Adm. Code. The pump and piping must be removed and the well checked for obstructions prior to plugging. Any obstruction or liner must be removed.
- (e) **Reports and Inspection.** A well abandonment report must be submitted by the well owner to the Department of Natural Resources on forms provided by the agency (available at the office of the Village Clerk-Treasurer). The report shall be submitted immediately upon completion of the filling of the well. The filling must be observed by a representative of this Village.

## CHAPTER 2

### Sewer Utility Regulations and Rates

<u>Article A</u>	<u>User Regulations</u>
9-2-1	Compliance With Rules
9-2-2	Definitions
9-2-3	Use of the Public Sewers
9-2-4	Control of Industrial Wastes Directed to Public Sewers
9-2-5	Classes of Service
9-2-6	Right-of-Entry, Identification and Safety
9-2-7	Sewer Construction
9-2-8	Violations and Penalties
9-2-9	Credit for Water Not Discharged to Sewer
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9-2-20	General Sewer Service Charge -- Smg-1
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9-2-22	General Sewer Service -- Unmetered -- Sum-1
9-2-23	Water and Sewer Lateral Installation Charge -- Cz-1

## ARTICLE A

### User Regulations

#### SEC. 9-2-1 COMPLIANCE WITH RULES.

- (a) All persons now receiving sewer service from the Colfax Water and Sewer Utility, or who may hereafter make application therefore, shall be considered as having agreed to be bound by the rules and regulations as filed with the Public Service Commission of Wisconsin.
- (b) Application for sewer service shall be made in writing on a form furnished by the sewer utility. The application will contain the legal description of the property to be served, name of the owner, the exact use to be made of the service, and the size of the service connection.

#### SEC. 9-2-2 DEFINITIONS.

- (a) The following definitions are applicable to this Chapter:
  - (1) Approving Authority. The superintendent of the utility, Board of Public Works, or other designated official of the municipality, or their duly authorized deputy, agent, or representative.
  - (2) Biochemical Oxygen Demand (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter in five (5) days at twenty degrees Centigrade (20°C), expressed as milligrams per liter. Quantitative determination of BOD shall be made in accordance with procedures set forth in "Standard Methods".
  - (3) Combined Sewer. A sewer receiving both surface runoff and sewage.
  - (4) Chlorine Requirement. The amount of chlorine in milligrams per liter which must be added to sewage to produce a residual as specified in the Wisconsin Pollutant Discharge Elimination System.
  - (5) Garbage. The residue from the preparation, cooking, and dispensing of food, and from the handling, storage, and sale of food products and produce.
  - (6) Ground Garbage. The residue from the preparation, cooking, and dispensing of food that has been shredded to such a degree that all particles will be carried freely in suspension under the flow conditions normally prevailing in public sewers with no particle greater than one-half (1/2) inch in any dimension.
  - (7) Industrial Waste. The wastewater from industrial process, trade, or business, as distinct from sanitary sewage, including cooling water and the discharge from sewage pretreatment facilities.
  - (8) Natural Outlet. Any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake, or other body of surface water or ground waters.
  - (9) Parts Per Million. A weight-to-weight ratio. The parts per million value multiplied by the factor 8.34 is equivalent to pounds per million gallons of water.
  - (10) Person. Any and all persons, including any individual, firm, company, municipal or private corporation, association, society, institution, enterprise, governmental agency, or other entity.

- (11) Sanitary Sewage. A combination of water-carried wastes from residences, business buildings, institutions, and industrial plants (other than industrial wastes from such plants); together with such ground, surface, and storm waters as may be present.
- (12) Sanitary Sewer. A sewer that conveys wastewater, industrial wastes or a combination of both, and into which storm, surface, and ground waters or unpolluted industrial wastes are not intentionally admitted.
- (13) Sewage. The spent water of a community. The preferred term is "wastewater".
- (14) Sewer. A pipe or conduit for conveying sewage or any other waste liquids, including storm, surface, and ground water drainage.
- (15) "Shall" is mandatory; "May" is permissible.
- (16) Slug. Any discharge of sewage or industrial waste which in concentration of any given constituent exceeds more than five (5) times the average twenty-four (24) hour concentration during normal operation, or the discharge of any volume of liquid waste which exceeds more than five (5) times in quantity of flow for a period of fifteen (15) minutes or more, the normal twenty-four (24) hour average discharge and shall adversely affect the collection system and/or performance of the wastewater treatment plant.
- (17) Standard Methods. The examination and analytical procedures set forth in the most recent edition of "Standard Methods for the Examination of Water, Sewage and Industrial Wastes" published jointly by the American Public Health Association, the American Water Works Association, and the Federation of Sewage and Industrial Wastes Associations.
- (18) Storm Sewer. A sewer that carries storm, surface, and ground water drainage but excludes sewage and industrial wastes.
- (19) Suspended Solids. Solids that either float on the surface of, or are in suspension in, water, wastewater, or industrial waste, and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in "Standard Methods".
- (20) Wastewater. A combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any ground water, surface water, and storm water that may be present.
- (21) Wastewater Collection System. The system of sewers and appurtenances for the collection, transportation and pumping of wastewater and industrial wastes.
- (22) Wastewater Treatment Plant. An assemblage of devices, structures, and equipment for treating and disposing of wastewater and industrial wastes.

### SEC. 9-2-3 USE OF THE PUBLIC SEWERS.

- (a) **Sanitary Sewers**. No person shall cause to be discharged any storm water, surface drainage, subsurface drainage, ground water, roof runoff, cooling water, or unpolluted water into any sanitary sewer.
- (b) **Prohibitions and Limitations**. Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer.



- (1) Any gasoline, benzine, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
- (2) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any wastewater treatment process, or constitute a hazard to humans or animals or create any hazard in the receiving waters of the wastewater treatment plant.
- (3) Any waters or wastes having a pH lower than five (5.0) or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the wastewater treatment plant.
- (4) Any waters or wastes having a pH in excess of ten (10.0).
- (5) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operations of the wastewater collection and treatment facilities such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
- (6) No persons shall discharge or cause to be discharged the following described substances, materials, waters or wastes if it appears likely in the opinion of the Approving Authority that such wastes can harm either the sewers, wastewater treatment plant or equipment, have an adverse affect on the receiving stream, or can otherwise endanger life, limb, property, or constitute a nuisance. In forming their opinion as to the acceptability of these wastes, the Approving Authority will give consideration to the sewers, nature of the wastewater treatment process, capacity of the wastewater treatment plant, and other pertinent factors. The substances prohibited are:
  - a. Any liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit (150°F).
  - b. Any water or waste containing fats, wax, grease, or oils, whether emulsified or not which will or may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater system.
  - c. Any commercial garbage that has not been properly shredded. The installation and operation of any commercial grinder equipped with a motor of one (1) horsepower or greater shall be subject to the review and approval of the Approving Authority.
  - d. Any waters or wastes containing iron, chromium, copper, zinc, mercury, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such a degree that any such material received in the composite wastewater at the wastewater treatment plant exceeds the limits established by the Approving Authority for such materials.
  - e. Any waters or wastes containing phenols or other taste or odor producing substances in such concentrations exceeding limits which may be established by the Approving Authority as necessary after treatment of the composite wastewater, to meet the requirements of the State, Federal or other public agencies of jurisdiction for such discharge to the receiving waters.

- f. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Approving Authority in compliance with State or Federal Regulations.
  - g. Any water or wastes which, by interaction with other water or wastes in the sanitary sewer system, release obnoxious gases, for suspended solids which interfere with the collection system or create a condition deleterious to structures and treatment process.
  - h. Materials which exert or cause:
    - 1. Unusual B.O.D. chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the wastewater treatment plant.
    - 2. Unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.
    - 3. Unusual concentrations of inert suspended solids (such as, but not limited to, fuller's earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium sulfate).
    - 4. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
    - 5. Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of the Department of Natural Resources, Division of Environmental Protection of the State of Wisconsin.
- (c) **Special Arrangements.** No statement contained in this Article shall be construed as prohibiting any special agreement between the Approving Authority and any person whereby an industrial waste of unusual strength or character may be admitted to the sewage disposal works, either before or after pretreatment, provided that there is no impairment of the functioning of the sewage disposal works by reason of the admission of such wastes, and no extra costs are incurred by the utility without recompense by the person.

#### SEC. 9-2-4 CONTROL OF INDUSTRIAL WASTES DIRECTED TO PUBLIC SEWERS.

- (a) **Industrial Discharges.** If any waters or wastes are discharged, or proposed to be discharged to the public sewers, which waters or wastes contain substances or possess the characteristics enumerated in Section 9-2-3(b), and which in the judgment of the Approving Authority, have a deleterious effect upon the wastewater collection or treatment facilities, processes, equipment, or receiving waters, or which otherwise create a hazard to life, health, or constitute a public nuisance, the Approving Authority may:
  - (1) Reject the wastes.
  - (2) Require treatment to an acceptable condition for discharge to the public sewers.
  - (3) Require control over the quantities and rates of discharge.
- (b) **Control Manholes.**
  - (1) Each person discharging industrial wastes into a public sewer shall construct and maintain one (1) or more control manholes or access points to facilitate observation, measurement, and sampling of his wastes, including domestic sewage.

- (2) Control manholes or access facilities shall be located and built in a manner acceptable to the Approving Authority. If measuring and/or sampling devices are to be permanently installed, they shall be of a type acceptable to the Approving Authority.
  - (3) Control manholes, access facilities, and related equipment shall be installed by and at the expense of the person discharging the waste, and shall be maintained by that person so as to be in safe condition, accessible, and in proper operating condition at all times. Plans for installation of the control manholes or access facilities and related equipment shall be approved by the Approving Authority prior to the beginning of construction.
- (c) **Measurement of Flow.** The volume of flow used for computing industrial waste collection and treatment charges shall be the metered water consumption of the person as shown in the records of meter reading maintained by the Utility's water department.
- (d) **Metering of Waste.** Devices for measuring the volume of waste discharged may be required by the Approving Authority if the volume cannot otherwise be determined from the metered water consumption records. Metering devices for determining the volume of waste shall be installed, owned, and maintained by the person to accuracy standards acceptable to the Approving Authority and the Public Service Commission. Following approval and installation, such meters may not be removed without the consent of the Approving Authority.
- (e) **Provision for Deductions.** In the event that a person discharging industrial waste into the public sewers produces evidence satisfactory to the Approving Authority that more than ten percent (10%) of the total annual volume of water used for all purposes does not reach the public sewer, then the determination of the water consumption to be used in computing the waste volume discharged into the public sewer may be made a matter of agreement between the Approving Authority and the person.
- (f) **Waste Sampling.**
- (1) Industrial wastes discharged into the public sewers shall be subject to periodic inspection and a determination of character and concentration of said wastes. The determinations shall be made by the industry as often as may be deemed necessary by the Approving Authority.
  - (2) Samples shall be collected in such a manner as to be representative of the composition of the wastes. The sampling may be accomplished either manually or by the use of mechanical equipment acceptable to the Approving Authority.
  - (3) Installation, operation and maintenance of the sampling facilities shall be the responsibility of the person discharging the waste and shall be subject to the approval of the Approving Authority or its duly authorized representative at all times. Every care shall be exercised in the collection of samples to insure their preservation in a state comparable to that at the time the sample was taken.
- (g) **Pretreatment.** Where required, in the opinion of the Approving Authority, to modify or eliminate wastes that are harmful to the structures, processes or operation of the wastewater collection or treatment plant, the person shall provide, at his/her expense, such preliminary treatment or processing facilities as may be determined required to render his wastes acceptable for admission to the public sewers.
- (h) **Grease, Oil and Sand Interceptors.** Grease, oil and sand interceptors shall be provided when, in the opinion of the Approving Authority, they are necessary for

the proper handling of liquid wastes containing grease in excessive amounts or any flammable wastes, and/or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type readily accessible for cleaning and inspection. In maintaining these interceptors, the owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal which are subject to review by the Approving Authority. Disposal of the collected materials performed by owner's (s') personnel or currently licensed waste disposal firms must be in accordance with currently acceptable Wisconsin Department of Natural Resources rules and regulations.

(i) **Analyses.**

(1) Laboratory procedures used in the examination of industrial wastes shall be those set forth in "Standard Methods". However, alternate methods for certain analyses of industrial wastes may be used subject to mutual agreement between the Approving Authority and the person.

(2) Determination of the character and concentration of the industrial wastes shall be made by the person discharging the wastes or by the person's agent, as designated and required by the Approving Authority. The Utility may also make its own analyses on the wastes and these determinations shall be binding as a basis for charges.

(j) **Submission of Information.** Plans, specifications and any other pertinent information relating to proposed preliminary treatment of processing facilities shall be submitted for review of the Approving Authority prior to the start of their construction if the effluent from such facilities is to be discharged into the public sewers.

**SEC. 9-2-5 CLASSES OF SERVICE.**

(a) **General Service.** Normal or domestic wastewater is defined as having the organic concentration of Biochemical Oxygen Demand (B.O.D.) and Suspended Solids (S.S.) specified in Schedule Smg-1 of the rate file.

(b) **High-Strength Standards.** All establishments discharging high-strength wastes into the public sanitary sewer system shall be billed in accordance with the High-Strength Service Charge specified in Schedule Smg-2 of the rate file. The volume of flow used for computing the wastewater surcharge shall be metered water consumption as shown in records maintained by the water utility subject to adjustment as otherwise herein provided, or the actual volume of wastewater as determined by a waste metering installation.

**SEC. 9-2-6 RIGHT-OF-ENTRY, IDENTIFICATION AND SAFETY.**

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

**SEC. 9-2-7 SEWER CONSTRUCTION.**

- (a) **Work Authorized.** No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof, without first obtaining a written permit from the Approving Authority.
- (b) **Cost of Sewer Connection.** All costs and expense incident to the installation and connection of the building sewer shall be borne by the owner.
- (c) **Use of Old Building Sewers.** Old building sewers may be used in connection with new buildings only when they are found, on examination and tests by the Approving Authority, to meet all requirements of this Chapter.
- (d) **Materials and Methods of Construction.** The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the Village. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the A.S.T.M. and W.P.C.F. Manual of Practice No. 9 shall apply.
- (e) **Building Sewer Grade.** Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.
- (f) **Storm and Ground Water Drains.** No person shall make connection of roof downspouts, exterior foundation drains, area-way drains or other sources of surface runoff or ground water to a building sewer or building drain which is connected directly or indirectly to a public sanitary sewer.
- (g) **Conformance to Plumbing Codes.** The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the Village, or the procedures set forth in appropriate specifications of the A.S.T.M. and the W.P.C.F. Manual of Practice No. 9. All such connections shall be made gas tight and water tight. Any deviation from the prescribed procedures and materials must be approved by the Approving Authority before installation.
- (h) **Inspection of Connection.** The applicant for the building sewer permit shall notify the Approving Authority when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the Approving Authority.
- (i) **Barricades; Restoration.** All excavations for the building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Village.

**SEC. 9-2-8 VIOLATIONS AND PENALTIES.**

- (a) **Written Notice of Violation.** Any person found to be violating any provision of these rules and regulations shall be served by the Approving Authority with a written notice stating the nature of the violation and providing a reasonable time for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

- (b) **Accidental Discharge.** Any person found to be responsible for accidentally allowing a deleterious discharge into the sewer which causes damage to the treatment facilities, receiving body of water and/or downstream waters shall, in addition to a forfeiture, pay the amount to cover damages, both values to be established by the Approving Authority.

**SEC. 9-2-9 CREDIT FOR WATER NOT DISCHARGED TO SEWER.**

If a portion of the water furnished to any customer is not discharged into the sewer system, the quantity of such water will be deducted in computing the charge for sewer service, provided a meter has been installed to measure such water. The customer must, at his/her own expense, make necessary changes in the water piping and install couplings so that a meter can be set. See rate Schedule Am-1 for applicable charges.

**SEC. 9-2-10 SEWER MAIN EXTENSION RULE.**

Sewer mains will be extended for new customers on the following basis:

- (a) Where the cost of the extension is to immediately be collected through assessment by the municipality against the abutting property, the procedure set forth under Sec. 66.60, Wis. Stats., will apply, and no additional customer contribution to the utility will be required.
- (b) Where the municipality is unwilling or unable to make a special assessment, the extension will be made on a customer-financed basis as follows:
- (1) The applicant(s) will advance as a contribution in aid of construction, the total amount equivalent to that which would have been assessed for all property under Subsection (a).
  - (2) Part of the contribution required in Subsection (b)(1) will be refundable. When additional customers are connected to the extended main within twenty (20) years of the date of completion, contributions in aid of construction will be collected equal to the amount which would have been assessed under Subsection (a) for the abutting property being served. This amount will be refunded to the original contributor(s). In no case will the contributions received from additional customers exceed the proportionate amount which would have been required under Subsection (a), nor will it exceed the total assessable cost of the original extension.
- (c) When a customer connects to an existing main installed at utility expense within twenty (20) years of the date of completion, there will be a contribution required of an amount equivalent to that which would have been assessed under Subsection (a).

**SEC. 9-2-11 THROUGH SEC. 9-2-19 RESERVED FOR FUTURE USE.**

**SEC. 9-2-11 MISCELLANEOUS RULES & REGULATIONS**

- (a) The utility shall maintain the sewer service within the limits of the Village of Colfax. The property owner shall maintain the sewer lateral from the public sewer main to the structure or building on the owner's property, which maintenance shall include payment of all expenses associated with replacement, cleaning and maintenance of the lateral line. The utility shall be responsible for replacement cost of the curb, gutter, and any street repairs, except that the property owner shall be charged a street-opening fee of \$1,000.00. The property owner must notify the Village prior to initiating work on any lateral maintenance. It shall be the property owner's obligation to keep the sewer service lateral free of defective conditions at all times.
  
- (b) The owner of each parcel of land adjacent to a sewer main on which there exists a building usable for human habitation or in a block through which such system is extended, shall connect to such system within thirty (30) days of notice in writing from the Village Board. Upon failure to so do the Board may cause such connection to be made and bill the property owner for such costs. If such costs are not paid within thirty (30) days, such costs shall be assessed as a special tax lien against the property, all pursuant to Sec. 281.45, Wis. Stats.; provided, however, that the owner may within thirty (30) days after the completion of the work file a written opinion with the Village Clerk stating that he cannot pay such amount in one (1) sum and ask that there be levied in not to exceed five (5) equal installments and that the amount shall be so collected with interest at the rate of twelve percent (12%) annum from the completion of the work, the unpaid balance being a special tax lien, all pursuant to Sec. 281.45, Wis. Stats.

In lieu of the above the Village Board at its option may impose a penalty for the period that the violation continues, after ten (10) days written notice to any owner failing to make a connection to the sewer system, of an amount equal to one hundred fifty percent (150%) of the minimum quarterly charge for sewer service payable quarterly for the period in which the failure to connect continues, and upon failure to make such payment said charge shall be assessed as a special tax lien against the property, all pursuant to Sec. 281.45, Wis. Stats.

This Section ordains that the failure to connect to the sewer system is contrary to the minimum health standards of said Village of Colfax and fails to assure preservation of public health, comfort, and safety of said Village.

- (c) When any sewer service is to be re-laid, and there are two or more buildings on said service, each building shall be disconnected from said service, and a new sewer service shall be installed for each building.
  
- (d) A quarterly wastewater system maintenance fee of \$10.00 is hereby established, and will be applied to all classes of wastewater system users.

## 2022-03 ORDINANCE AMENDMENT – SEC. 9-2-11

### AN ORDINANCE REGARDING SEWER UTILITY REGULATIONS AND RATES.

The Village Board of the Village of Colfax, Wisconsin, do ordain as follows:

**SECTION 1.        2022-03 Ordinance Amendment to retract and repeal 2018-4 Ordinance Amendment that was effective August 1, 2018 which retracted and repealed Section 9-2-11 of the Code of Ordinances of the Village of Colfax, Wisconsin:**

**SEC. 9-2-11 MISCELLANEOUS RULES & REGULATIONS**

- (a) The utility shall maintain the sewer service within the limits of the Village of Colfax. The property owner shall maintain the sewer lateral from the public sewer main to the structure or building on the owner's property, which maintenance shall include payment of all expenses associated with replacement, cleaning and maintenance of the lateral line. The utility shall be responsible for contracting or repairing the curb, gutter, and any street repairs and the property owner shall be billed for the actual cost of the repairs charged the street-opening fee at the time the construction/access street-opening permit is requested. The property owner must notify the Village prior to initiating work on any lateral maintenance. It shall be the property owner's obligation to keep the sewer service lateral free of defective conditions at all times.
- (b) The owner of each parcel of land adjacent to a sewer main on which there exists a building usable for human habitation or in a block through which such system is extended, shall connect to such system within thirty (30) days of notice in writing from the Village Board. Upon failure to so do the Board may cause such connection to be made and bill the property owner for such costs. If such costs are not paid within thirty (30) days, such costs shall be assessed as a special tax lien against the property, all pursuant to Sec. 281.45, Wis. Stats.; provided, however, that the owner may within thirty (30) days after the completion of the work file a written opinion with the Village Clerk stating that he cannot pay such amount in one ( 1 ) sum and ask that there be levied in not to exceed five (5) equal installments and that the amount shall be so collected with interest at the rate of twelve percent (12%) annum from the completion of the work, the unpaid balance being a special tax lien, all pursuant to Sec. 281.45, Wis. Stats.

In lieu of the above the Village Board at its option may impose a penalty for the period that the violation continues, after ten (10) days written notice to any owner failing to make a connection to the sewer system, of an amount equal to one hundred fifty percent (150%) of the minimum quarterly charge for sewer service payable quarterly for the period in which the failure to connect continues, and upon failure to make such payment said charge shall be assessed as a special tax lien against the property, all pursuant to Sec. 281.45, Wis. Stats.

This Section ordains that the failure to connect to the sewer system is contrary to the minimum health standards of said Village of Colfax and fails to assure preservation of public health, comfort, and safety of said Village.

- (c) When any sewer service is to be re-laid, and there are two or more buildings on said service, each building shall be disconnected from said service, and a new sewer service shall be installed for each building.



(d) A quarterly wastewater system maintenance fee of \$12.50 is hereby established, and will be applied to all classes of wastewater system users.

**SECTION 2. This ordinance shall take effect upon passage and publication as required by law.**

Adopted: 09/12/2022

Published: 09/28/2022

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Village President

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Village Clerk

# Village of Colfax

Box 417 - Colfax, Wisconsin 54730 – Phone 715-962-3311  
Fax 715-962-2221

Jody Albricht, President  
Lynn M. Niggemann, Administrator-Clerk-Treasurer

## CONSTRUCTION/ACCESS PERMIT RECOMMENDATION AND APPROVAL

Applicant (s):

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Description:

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Purpose:

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Location/Street:

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The undersigned applicant(s) hereby request from the Village of Colfax, a temporary permit to occupy and use municipal land for the above stated purpose, and to operate necessary equipment thereon. The applicant(s) shall restore the disturbed site; including replacement and compaction with clean, proper backfill material; and the installation of base course to restore the disturbed area to village street ordinance specifications, prior to paving. The applicant(s) shall preserve, protect, remove, or plant any vegetation that may be deemed desirable to prevent soil erosion. The applicant(s) shall apply topsoil, seeding and mulch to the disturbed area.

This permit shall terminate upon completion of the construction project for which this instrument if given.

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(Applicant)

(Date)

---

(Applicant)

(Date)

Street Department  
Recommendation:

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(Supervisor)

(Date)

Approved By  
Street Committee  
Chairperson:

---

(Signature)

(Date)

Project Name: \_\_\_\_\_

Parcel #: \_\_\_\_\_

Fee: \$2,500.00 Received on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ BY: \_\_\_\_\_

**SEC. 9-2-12 VACATING OF PREMISES AND DISCONTINUANCE OF SERVICE.**

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

**SEC. 9-2-13 CHARGES ARE A LIEN ON PROPERTY.**

All sewer services, charges, and special assessments shall be a lien on a lot, part of a lot, or land on which sewer services were supplied. All sums which have accrued during the preceding year and which are unpaid by the first day of October and any year, shall be certified to the Village Clerk-Treasurer to be placed on the taxroll for collection as provided by Wisconsin Statutes.

**SEC. 9-2-14 UNIT OF SERVICE DEFINITION.**

- (a) A "unit of service" shall consist of any residential, commercial, industrial, or charitable aggregation of space or area occupied for a distinct purpose such as a residence, apartment, flat, store, office, industrial plant, church, or school. Each unit of service shall be regarded as one (1) consumer. Suites in houses, or apartments with complete housekeeping functions (such as cooking), shall be classed as apartment houses; thus houses and apartments having suites of one (1), two (2), or more rooms with toilet facilities, but without kitchen for cooking, are classed as rooming houses.
- (b) When a consumer's premises has several buildings, for which services are eligible and such buildings are used in the same business and connected by the user, the Village shall set a separate rate for such complex.

**SEC. 9-2-15 ADOPTION OF OTHER RULES.**

There is hereby adopted all the rules and regulations of the State Plumbing and State Building Codes and the building rules of the Department of Industry, Labor and Human Relations; and the Department of Natural Resources of the State of Wisconsin insofar as the same are applicable to the Village of Colfax. All extensions of the system will comply with administrative rules NR 103 and NR 110 of the Department of Natural Resources.

**SEC. 9-2-16 THROUGH SEC. 9-2-19 RESERVED FOR FUTURE USE.**

**ARTICLE B**

Rate Schedule

**SEC. 9-2-20 GENERAL SEWER SERVICE – METERED – SMG-1.**

(a)

**Quarterly Sewer Charges**

Meter size (inches)	Fixed Quarterly Charge
5/8 and 3/4	\$33.79
1	\$38.61
1 1/4	\$43.45
1 1/2	\$48.27
2	\$57.92
3	\$86.87
4	\$120.66
6	\$202.73
8	\$313.73

*updated  
in 2010*

(b) **Plus Volume Charge.** For each one thousand (1,000) gallons domestic strength sewage discharged to the sanitary sewer system – ~~Two and 77/100 Dollars (\$2.77)~~ per one thousand (1,000) gallons. *Five and 15/100 Dollars (\$5.15)*

(c) **Water Not Discharged to Sewer.** If a portion of the water furnished to any customer is not discharged into the sewer system, the amount of such water will be deducted in computing the sewer service charge, provided a separate meter is installed. The customer must, at his/her own expense, make necessary changes in the water piping and install couplings so that a meter can be set. See Schedule AM-1 for charges.

(d) **Lawn Sprinkling.** Where water is used for lawn sprinkling, the sewer bill for the months of July, August and September in each year shall be based on water consumption during the preceding billing period unless consumption during each preceding quarter was greater than in the summer quarter.

(e) **Billing.** Billing shall be the same as Schedule Mg-1.

**SEC. 9-2-21 COMMERCIAL AND INDUSTRIAL SEWER SERVICE – METERED – SMG-2.**

(a) **Calculation of Bill.** When the sewage from any contributor does not exceed the strength limitations of two hundred fifty (250) mg/1 for B.O.D. and for Suspended Solids, the sewer bill shall be calculated under Schedule Smg-1. Where the waste of any contributor exceeds the above strength, a periodic sampling shall be taken and the sewage analyzed to determine the strength of said waste, which will be billed at the following rates:

(b) **Quarterly Service Charge.** Same as Schedule SMg-1.

(c) **Volume Charge.** Charge shall be comprised as follows:

*\$5.15*

Volume -- ~~\$2.77~~ per 1,000 gallons.

Bio-Chemical Oxygen Demand (B.O.D.) -- \$16.1 per pound in excess of 250 mg/1.

Suspended Solids (S.S.) -- \$16.4 per pound in excess of 250 mg/1.

(d) **Billing.** Same as Schedule Smg-1.

**SEC. 9-2-22 GENERAL SEWER SERVICE – UNMETERED – SUM-1.**

- (a) **Applicability.** Service shall be billed at the rate of Fifty-seven and 81/100 Dollars (\$57.81) per quarter. This rate shall be applied only to single-family residential and small commercial customers and approximates the cost for thirteen thousand (13,000) gallons per quarter discharged to the sewer system. If it is determined by the utility that the user discharges more than thirteen thousand (13,000) gallons per quarter to the system, an additional charge of ~~Two and 77/100 Dollars (2.77)~~ per one thousand (1,000) gallons will be made for estimated additional usage. *Five and 15/100 Dollars (\$5.15)*
- (b) **Billing.** Same as Schedule Mg-1.

**SEC. 9-2-23 WATER AND SEWER LATERAL INSTALLATION CHARGE – CZ-1**

The initial water service lateral will be installed from the main through the curb stop and box and the initial sewer service lateral will be installed from the main to the property line by the utility, for which there will be made a charge as follows:

(a) 1-inch copper water service		Actual Cost
(b) 4-inch sewer service		Actual Cost
(c) Larger sized services		Actual Cost

## CHAPTER 4

### Miscellaneous Utilities Regulations

- 9-4-1 Management of Village Waterworks and Sanitary Sewer System
- 9-4-2 Water and Sewer Utilities Combined

#### SEC. 9-4-1 MANAGEMENT OF VILLAGE WATERWORKS AND SANITARY SEWER SYSTEM.

- (a) **Committee on Public Works to Administer.** The operation of the Village water and sanitary sewer systems shall be under the jurisdiction of the Committee on Public Works of the Village Board.
- (b) **Duties of Committee.**
  - (1) The Committee on Public Works shall have entire charge and management of the waterworks and sanitary and storm sewer systems and the sewage disposal plant of the Village of Colfax under the general control of the Village Board.
  - (2) The Committee shall see that all officials and employees under its jurisdiction perform their duties and shall from time to time report and recommend to the Village Board any repairs, additions or improvements to such systems as they deem necessary.
  - (3) The Committee of Public Works shall exercise general executive supervision over the Village waterworks and sewage disposal plant and the sewer and water utility system.

#### SEC. 9-4-2 WATER AND SEWER UTILITIES COMBINED.

For the purpose of acquiring economy and convenience, the water and sewer utilities of the Village of Colfax are hereby combined into one (1) public utility pursuant to Sec. 66.077, Wis. Stats., quantities of water as may be demanded for the purpose of extinguishing fires within the Village limits. For all other purposes the metered or other special rates as may be established shall apply.

- (a) **General Public Service.** Water service supplied Village buildings, schools, etc. shall be metered and the regular service rates applied. Water used for flushing sewers, street sprinkling, flooding skating rinks, drinking fountains, etc. shall be metered where meters can be set to measure the service. Where it is impossible to measure such service, the Committee shall estimate the gallons of water used, based on the pressure, size of opening and period of time water is allowed to flow. The estimated quantity shall be billed at twenty cents (20¢) per one thousand (1,000) gallons.
- (b) **General Water Service – Unmetered.** Where the utility is temporarily unable to install a water meter, general service will be supplied on the following basis: Single-family home or small commercial user -- Three and 75/100 Dollars (\$3.75) per quarter.

### 9-4-3 WELLHEAD PROTECTION.

#### (1) CONSTRUCTION OF ORDINANCE

(a) **TITLE** – This chapter shall be known, cited, and referred to as the “Wellhead Protection Ordinance” (hereafter WHP ORDINANCE).

#### (b) PURPOSE AND AUTHORITY

1. The residents of the Village of Colfax (hereafter Village) depend exclusively on groundwater for a safe drinking water supply. Certain land use practices and activities can seriously threaten or degrade groundwater quality. The purpose of the WHP Ordinance is to institute land use regulations and restrictions to protect the Village municipal water supply and well fields, and to promote the public health, safety, and general welfare of the residents of the Village.

2. These regulations are established pursuant to the authority granted to Villages by the Wisconsin Legislature in ss. 62.23(7) Wis. Stats. to adopt ordinances to protect groundwater.

(c) **APPLICABILITY.** The regulations specified in the WHP ORDINANCE shall apply within the Village boundary limits.

#### (2) DEFINITIONS

(a) **EXISTING FACILITIES** – “Existing facilities” means current facilities, practices, and activities that may cause or threaten to cause environmental pollution within that portion of the Village’s wellhead protection area that lies within the corporate limits of the Village. Existing facilities include but are not limited to the type listed in the Department of Natural Resources’ form 3300-215, Public Water Supply Potential Contaminant Use Inventory Form.

(b) **GROUNDWATER DIVIDE** – “Groundwater divide” means a ridge in the water table or the potentiometric surface from which groundwater flows away at right angles in both directions. The line of highest hydraulic head in the water table or potentiometric surface represents a groundwater divide.

(c) **GROUNDWATER PROTECTION OVERLAY DISTRICT** – “Groundwater protection overlay district” means that area described within the Village’s wellhead protection plan. A copy of the Village’s wellhead protection plan shall be available from the Village Clerk.

(d) **RECHARGE AREA** – “Recharge area” means the land area that contributes water to a well by infiltration of water into the subsurface and movement of groundwater toward the well.

(e) **TIME OF TRAVEL** – “Time of travel” means the determined or estimated time required for a contaminant to move in the saturated zone from a specific point to a well.

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

#### (3) GROUNDWATER PROTECTION OVERLAY DISTRICT (hereafter DISTRICT).

(a) **INTENT.** The area to be protected as a District is based on the delineated Source Water Protection Areas in the Colfax Area Source Water Protection Plan (February 2008).

These lands are subject to land use and development restrictions because of their close proximity to the well fields and the corresponding high threat of contamination.

(b) **PERMITTED USES.** Subject to the exemptions listed in section (3)(e), the following are the only permitted uses within the DISTRICT. Uses not listed are to be considered non-permitted uses.

1. Parks provided there is no on-site waste disposal or fuel storage tank facilities associated with this use.
  2. Playgrounds.
  3. Wildlife areas.
  4. Non-motorized trails, such as biking, skiing, nature and fitness trails.
  5. Municipally sewered residential development, free of flammable and combustible liquid underground storage tanks.
  6. Potential Contaminant Sources in the Protection Area listed in the "Colfax Area Source Water Protection Plan-February-2008" or any subsequent "Colfax Area Source Water Protection Plan" in effect at the time of the petition will be considered on a case by case basis, when the procedure below is followed:
    - (a) Individuals and/or Facilities may request the VILLAGE to permit additional land uses in the DISTRICT.
    - (b) All requests shall be in writing either on or in substantial compliance with forms to be provided by the VILLAGE, and shall include an environmental assessment report prepared by a licensed environmental engineer. Said report shall be forwarded to the VILLAGE ENGINEER and/or designee(s) for recommendation and final decision by the VILLAGE BOARD.
    - (c) The Individual/Facility shall reimburse the VILLAGE for all consultant fees associated with this review at the invoiced amount plus administrative costs.
    - (d) Any permitted uses shall be conditional and may include required environmental and safety monitoring consistent with local, state and federal requirements, and/or bonds and/or sureties satisfactory to the VILLAGE, as well as compliance with all requirements of this ordinance.
- (c) **SEPARATION DISTANCES.** The following separation distances as specified in s. NR 811.16(4)(d), Wis. Adm. Code, shall be maintained and shall not be exempted as listed in section (3)(e).
1. Fifty (50) feet between a well and a storm sewer main.
  2. Two hundred (200) feet between a well and any sanitary sewer main, lift station or a single-family residential fuel oil tank. A lesser separation distance may be allowed for sanitary sewer mains where the sanitary sewer main is constructed of water main materials and joints and pressure-tested in place to meet current AWWA C600 specifications. In no case may the separation distance between a well and a sanitary sewer main be less than 50 feet.
  3. Four hundred (400) feet between a well and a septic system, tank, or drain field, and receiving fewer than 8,000 gallons per day, or a cemetery or a storm water drainage pond.
  4. Six hundred (600) feet between a well and any gasoline or fuel oil storage tank installation that has received written approval from the Wisconsin Department of Commerce (hereafter Commerce) or its designated agent under s. Comm 10.10, Wis. Adm. Code.
  5. One thousand (1,000) feet between a well and land application of municipal, commercial or industrial waste; industrial, commercial or municipal wastewater, lagoons or storage structures; manure stacks or storage structure; and septic tanks or soil absorption units receiving 8,000 gallons per day or more.



6. Twelve hundred (1,200) feet between a well and any solid waste storage, transportation, transfer, incineration, air curtain destructor, processing, one-time disposal or small demolition facility; sanitary landfill; coal storage area; gasoline or fuel oil storage tanks that have not received written approval from Commerce or its designated agent under s. Comm 10.10, Wis. Adm. Code; bulk fuel storage facilities and pesticide handling or storage facilities.

**(d) REQUIREMENTS FOR EXISTING FACILITIES**

1. Upon request by the Village, existing facilities must provide copies of federal, state, and local facility operation approvals or certificate and ongoing environmental monitoring results to the Village.
2. Existing facilities shall provide additional environmental or safety structures/monitoring as deemed necessary the Village, which may include but is not limited to stormwater runoff management and monitoring.
3. Existing facilities shall replace equipment or expand in a manner that improves the environmental and safety technologies already in existence.
4. Existing facilities shall have the responsibility of devising and filing with the Village a contingency plan satisfactory to the Village for the immediate notification of Village officials in the event of an emergency.

**(e) EXEMPTIONS AND WAIVERS**

1. Individuals and/or facilities may request the Village, in writing, to permit additional land uses in the District.
2. All requests shall be in writing and may require an environmental assessment report prepared by a licensed environmental engineer. Said report shall be forwarded to the Village and/or designee(s) for recommendation and final decision by the Board.
3. The individual/facility shall reimburse the Village for all consultant fees associated with this review at the invoiced amount plus administrative costs.
4. Any exemptions granted shall be conditional and may include required environmental and safety monitoring consistent with local, state and federal requirements, and/or bonds and/or securities satisfactory to the Village.

**(4) ENFORCEMENT**

- (a) In the event that an individual and/or facility causes the release of any contaminants that endanger the DISTRICT, the individual and/or facility causing said release shall immediately stop the release and clean up the release to the satisfaction of the Village.
- (b) The individual/facility shall be responsible for all costs of clean-up, including the following:
  1. Village consultant fees at the invoice amount plus administrative costs for oversight, review, and documentation.
  2. The cost of Village employees' time associated in any way with clean-up based on the hourly rate paid by the employee multiplied by a factor determined by the Village to represent the Village's cost for expenses, benefits, insurance, sick leave holidays, overtime, vacation and similar benefits.
  3. The cost of Village equipment employed.
  4. The cost of mileage reimbursed to Village employees attributed to the clean-up.
- (c) Following any such discharge the Village may require additional test monitoring and/or bonds/securities.
- (d) Enforcement shall be provided pursuant to section 13-1-154 of the Zoning Ordinance.

## Recommendation

### Assuming 1.0% Rate Increase

<u>Size:</u>	<u># of Meters</u>	<u>Current</u>		<u>New Rate</u>		<u>Difference</u>
		<u>Rate</u>	<u>Yield</u>	<u>Rate</u>	<u>Yield</u>	
5/8-3/4"	426	\$ 33.79	\$ 57,578.16	\$ 33.79	\$ 57,578.16	\$ -
1-inch	21	\$ 38.61	\$ 3,243.24	\$ 38.61	\$ 3,243.24	\$ -
1-1/4"	1	\$ 43.45	\$ 173.80	\$ 43.45	\$ 173.80	\$ -
1-1/2"	1	\$ 48.27	\$ 193.08	\$ 48.27	\$ 193.08	\$ -
2-inch	7	\$ 57.92	\$ 1,621.76	\$ 57.92	\$ 1,621.76	\$ -
3-inch	2	\$ 86.87	\$ 694.96	\$ 86.87	\$ 694.96	\$ -
4-inch	1	\$ 120.66	\$ 482.64	\$ 120.66	\$ 482.64	\$ -
<b>TOTALS</b>	<b>459</b>		<b>\$ 63,987.64</b>		<b>\$ 63,987.64</b>	<b>\$ -</b>

<u>Qtrly Sewer Maint. Fee</u>	<u>Current</u>		<u>New Rate</u>		<u>Difference</u>
	<u>Rate</u>	<u>Yield</u>	<u>Rate</u>	<u>Yield</u>	
	\$ 12.50	\$ 22,950.00	\$ 12.50	\$ 22,950.00	\$ -

<u>Volume</u>	<u>Current</u>		<u>New Rate</u>		<u>Net Yield</u>
	<u>Rate</u>	<u>Yield</u>	<u>Rate</u>	<u>Yield</u>	
23,530,420 gal.	\$ 5.10	\$ 120,005.14	\$ 5.15	\$ 121,181.66	\$ 1,176.52
					<b>\$ 1,176.52</b>

### Examples:

<u>Customer Classification</u>	<u>Meter Size</u>	<u>Gallons</u>	<u>Existing Qtrly. Rate</u>	<u>With 1% Incr. Qtrly. Rate</u>	<u>Difference</u>	<u>Customer Annual difference</u>
Average Residential	5/8-3/4"	12,000	\$ 107.49	\$ 108.09	\$ 0.60	\$ 2.40
Large Residential	5/8-3/4"	18,000	\$ 138.09	\$ 138.99	\$ 0.90	\$ 3.60
Commercial	1"	150,000	\$ 820.95	\$ 823.61	\$ 2.66	\$ 10.64
Public Authority	1-1/2"	225,000	\$ 1,208.27	\$ 1,219.52	\$ 11.25	\$ 45.00
Industrial	2"	450,000	\$ 2,365.42	\$ 2,387.92	\$ 22.50	\$ 90.00

**Assuming 2.0% Rate Increase**

<u>Size:</u>	<u># of Meters</u>	<u>Current</u>		<u>New Rate</u>	<u>Yield</u>	<u>Difference</u>
		<u>Rate</u>	<u>Yield</u>			
5/8-3/4"	426	\$ 33.79	\$ 57,578.16	\$ 33.79	\$ 57,578.16	\$ -
1-inch	21	\$ 38.61	\$ 3,243.24	\$ 38.61	\$ 3,243.24	\$ -
1-1/4"	1	\$ 43.45	\$ 173.80	\$ 43.45	\$ 173.80	\$ -
1-1/2"	1	\$ 48.27	\$ 193.08	\$ 48.27	\$ 193.08	\$ -
2-inch	7	\$ 57.92	\$ 1,621.76	\$ 57.92	\$ 1,621.76	\$ -
3-inch	2	\$ 86.87	\$ 694.96	\$ 86.87	\$ 694.96	\$ -
4-inch	1	\$ 120.66	\$ 482.64	\$ 120.66	\$ 482.64	\$ -
<b>TOTALS</b>	<b>459</b>		<b>\$ 63,987.64</b>		<b>\$ 63,987.64</b>	<b>\$ -</b>

<b>Qtrly Sewer Maint. Fee</b>	<u>Current</u>		<u>New Rate</u>	<u>Yield</u>	<u>Difference</u>
	<u>Rate</u>	<u>Yield</u>			
	\$ 12.50	\$ 22,950.00	\$ 12.50	\$ 22,950.00	\$ -

<u>Volume</u>	<u>Current</u>		<u>New Rate</u>	<u>Yield</u>	<u>Difference</u>
	<u>Rate</u>	<u>Yield</u>			
23,530,420 gal.	\$ 5.10	\$ 120,005.14	\$ 5.20	\$ 122,358.18	\$ 2,353.04
				<b>Net Yield</b>	<b>\$ 2,353.04</b>

**Examples:**

<u>Customer Classification</u>	<u>Meter Size</u>	<u>Gallons</u>	<u>Existing Qtrly. Rate</u>	<u>With 1% Incr. Qtrly. Rate</u>	<u>Difference</u>	<u>Customer Annual difference</u>
Average Residential	5/8-3/4"	12,000	\$ 107.49	\$ 108.69	\$ 1.20	\$ 4.80
Large Residential	5/8-3/4"	18,000	\$ 138.09	\$ 139.89	\$ 1.80	\$ 7.20
Commercial	1"	150,000	\$ 820.95	\$ 831.11	\$ 10.16	\$ 40.64
Public Authority	1-1/2"	225,000	\$ 1,208.27	\$ 1,230.77	\$ 22.50	\$ 90.00
Industrial	2"	450,000	\$ 2,365.42	\$ 2,410.42	\$ 45.00	\$ 180.00

Assuming 3.0% Rate Increase

<u>Size:</u>	<u># of Meters</u>	<u>Current</u>		<u>New Rate</u>	<u>Yield</u>	<u>Difference</u>
		<u>Rate</u>	<u>Yield</u>			
5/8-3/4"	426	\$ 33.79	\$ 57,578.16	\$ 33.79	\$ 57,578.16	\$ -
1-inch	21	\$ 38.61	\$ 3,243.24	\$ 38.61	\$ 3,243.24	\$ -
1-1/4"	1	\$ 43.45	\$ 173.80	\$ 43.45	\$ 173.80	\$ -
1-1/2"	1	\$ 48.27	\$ 193.08	\$ 48.27	\$ 193.08	\$ -
2-inch	7	\$ 57.92	\$ 1,621.76	\$ 57.92	\$ 1,621.76	\$ -
3-inch	2	\$ 86.87	\$ 694.96	\$ 86.87	\$ 694.96	\$ -
4-inch	1	\$ 120.66	\$ 482.64	\$ 120.66	\$ 482.64	\$ -
<b>TOTALS</b>	<b>459</b>		<b>\$ 63,987.64</b>		<b>\$ 63,987.64</b>	<b>\$ -</b>

<u>Qtrly Sewer Maint. Fee</u>	<u>Current</u>		<u>New Rate</u>	<u>Yield</u>	<u>Difference</u>
	<u>Rate</u>	<u>Yield</u>			
	\$ 12.50	\$ 22,950.00	\$ 12.50	\$ 22,950.00	\$ -

<u>Volume</u>	<u>Current</u>		<u>New Rate</u>	<u>Yield</u>	<u>Difference</u>
	<u>Rate</u>	<u>Yield</u>			
23,530,420 gal.	\$ 5.10	\$ 120,005.14	\$ 5.25	\$ 123,534.71	\$ 3,529.56
				<b>Net Yield</b>	<b>\$ 3,529.56</b>

Examples:

<u>Customer Classification</u>	<u>Meter Size</u>	<u>Gallons</u>	<u>Existing Qtrly. Rate</u>	<u>With 1% Incr. Qtrly. Rate</u>	<u>Difference</u>	<u>Customer Annual difference</u>
Average Residential	5/8-3/4"	12,000	\$ 107.49	\$ 109.29	\$ 1.80	\$ 7.20
Large Residential	5/8-3/4"	18,000	\$ 138.09	\$ 140.79	\$ 2.70	\$ 10.80
Commercial	1"	150,000	\$ 820.95	\$ 838.61	\$ 17.66	\$ 70.64
Public Authority	1-1/2"	225,000	\$ 1,208.27	\$ 1,242.02	\$ 33.75	\$ 135.00
Industrial	2"	450,000	\$ 2,365.42	\$ 2,432.92	\$ 67.50	\$ 270.00

## Lynn Niggemann

---

**From:** Lauren Stegeman <lauren.stegeman@ixom.com>  
**Sent:** Tuesday, August 30, 2022 10:06 AM  
**To:** Rand Bates  
**Cc:** 'Lynn Niggemann'  
**Subject:** RE: Motor

Good Morning,

Thanks for the information regarding this location, my apologies I wasn't aware of the issues with this particular machine. I did make Mike Christensen-Regional Manager, aware of your frustrations with this machine. I ordered a motor for you. I'll send you the tracking information once its sent out.

Have a great day! I'll be in touch soon.

Kind Regards,  
**Lauren E. Stegeman**  
Sales & Service Representative



IXOM Watercare, Inc.  
3225 HWY 22 Dickinson, ND 58601  
Office: (866) 437-8076 | Direct: 701-590-7207  
[lauren.stegeman@ixom.com](mailto:lauren.stegeman@ixom.com) | [www.ixomwatercare.com](http://www.ixomwatercare.com)

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**From:** Rand Bates <colfaxdpw@colfaxdpw.com>  
**Sent:** Tuesday, August 30, 2022 5:59 AM  
**To:** Lauren Stegeman <lauren.stegeman@ixom.com>  
**Cc:** 'Lynn Niggemann' <clerktreasurer@villageofcolfaxwi.org>  
**Subject:** Motor

**Caution:** This is an external email. Stop and think before responding, clicking on links or opening attachments.

Lauren,

Thank you for the follow up on the motor, but I don't need a quote I need the motor this machine has been nothing but a problem for us since we installed it. If you look at the track record on this you will see how much trouble we have had with this machine.

We we're told there is a ten year warranty on this motor and we have not had this machine for ten years and I think this is the third or fourth motor along with about 12 motor controllers and maybe 2 control boxes that we have changed.

I have phosphorous limits to meet and can't meet them without this machine mixing and have told your company before when I order a part please send it right away so we don't waste a day of shipping because of a quote.



SERVICE & PARTS QUOTATION  
 Ixom Watercare | North Dakota Offices  
 3225 Hwy 22, Dickinson, ND 58601  
 www.ixomwatercare.com • 866-437-8076

Attention: <u>Randy Bates</u>	Date August 29, 2022
Customer: <u>Colfax, Village of</u>	Quote Number COL44-22548-A
Location(s): <u>Colfax WWTP</u>	Acceptance Deadline October 28, 2022
Bill To: <u>PO Box 417</u>	
<u>603 Main Street</u>	
<u>Colfax, WI 54730</u>	

Service Description	
This is a parts quotation only. No service included.	
Service Subtotal:	\$0.00

\*Combined Safety / Security prerequisites requiring over one hour of Crew time onsite will be added at a rate of \$600 / hour.  
 \*Any additional fees associated with the above prerequisites will be billed out at cost.  
 \*Should above prerequisites exist, detailed information must be submitted before scheduling can occur.

Qty.	Part Num	Parts Description	Cost / Unit	Subtotal
1	20504500	Motor: Brushless, 14", with Bolts/Washers	\$4,833.26	\$4,833.26
Parts Subtotal:				\$4,833.26

Notes	
Quote may be amended should fewer or additional replacement parts be needed.	
Shipping:	\$168.00
Taxes:	See Below
Quote Total:	\$5,001.26

- Verbal acceptance is needed to ship parts and / or perform service.
- To accept this Quote, please fill out below information and either: a) Fax to 866-355-7583, b) Mail to Ixom Watercare Inc. using address at top of page, or c) Scan and email to customerservice@ixom.com.
- This is not an invoice. An invoice will be sent once this quote is accepted, work completed, and/or parts delivered.
- Applicable Sales Taxes: This quote is pre-sales tax. If sales taxes apply, they will be added in at time of invoice.

\_\_\_\_\_ Date \_\_\_\_\_ PO# (if applicable) \_\_\_\_\_  
 Authorized Signature

Warranty

### General Terms & Conditions of Sale

These terms and conditions (collectively, "Terms and Conditions") govern all sales of products, equipment, and services (collectively, "Goods") agreed to be supplied by IXOM Watercare Inc. ("Seller") to any person to whom any quotation is made or who is offering to contract with the Seller ("Buyer"). The Terms and Conditions are incorporated into any order, offer, arrangement or understanding between the Seller and the Buyer (including pursuant to a quotation or letter of offer accepted by the Buyer) as well as any quotation or invoice or any other document to which they are attached (individually and collectively "Order"). All purchases by Buyer are expressly limited and conditioned upon acceptance of the Terms and Conditions and without limiting any other mode of acceptance, Buyer's acceptance of the Goods manifests Buyer's assent to the Terms and Conditions and the credit terms offered by Seller. Seller objects to and rejects any provision additional to or different from the Terms and Conditions that may appear in Buyer's purchase order, acknowledgement, confirmation, writing or in any prior or later communication from Buyer to Seller, unless Seller expressly agrees to such provision in a written amendment signed by Seller. An Order together with these Terms and Conditions are herein referred to as "Contract".

1. Prices; Taxes; Payment Terms; Default: (a) Prices for Goods and any adjustments to such prices shall be determined in accordance with Seller's final pricing letter or after forming part of the Contract which has been accepted by Buyer ("Price").

(b) Prices do not include any sales, use, excise, privilege, or other taxes or assessments imposed on the Goods sold hereunder and unless Buyer provides proof of exemption satisfactory to Seller, such may be added to the price of the Goods.

(c) Subject to Section 1(e) and unless otherwise agreed in writing, payment terms are net 30 days from date of invoice. Payments not received when due shall incur service charges at the rate of 1.5% per month (18% per annum) until paid, compounded on a daily basis.

(d) If any of the events set out in this Section 1(d)(i) through (v) below occur, Seller reserves the right, among other remedies, to delay or suspend further shipments or require full or partial cash payment in advance until all sums due have been paid. Buyer shall be liable for all costs and expenses incurred by Seller in collecting any overdue amounts, including without limitation reasonable attorneys' fees.

(i) Buyer defaults in any payments or is unable or states that it is unable to pay its debts as and when they fall due.

(ii) Buyer commits an act of bankruptcy, files a voluntary petition in bankruptcy or has filed against it an involuntary petition in bankruptcy or has a trustee, receiver, liquidator, custodian, conservator, manager, controller or voluntary administrator appointed in respect of Buyer's estate or any part of Buyer's property or assets.

(iii) Buyer passes a resolution for its winding up or enters into liquidation or has an application for winding up filed against it.

(iv) Buyer makes an assignment for the benefit of its creditors.

(v) Buyer experiences any analogous event having substantially similar effect to any of the events listed above.

(e) Notwithstanding Section 1(a), Seller may at any time in its sole and unfettered discretion and without being under any duty or obligation to assign reasons, review, alter or terminate Buyer's credit limit or payment terms without notice. Without limiting the generality of the foregoing, the decision of Seller shall be final and Seller accepts no liability or responsibility for any loss, howsoever arising, incurred by Buyer due to the operation of this condition.

2. Service Delivery & Responsibility to Purchase: (a) Unless agreed otherwise in writing, all shipments are F.C.A. Seller's or its sub-contractor's warehouse. Shipping dates are estimates only and are subject to Seller's lead time policy. Seller shall make all reasonable efforts to have Goods delivered to Buyer on or about the date or within the time frame of the Order but Seller shall not be liable for any failure or delay in delivery for any reason. Buyer is responsible for disposing of all non-returnable containers and shipping materials.

(b) Purchase orders issued by Buyer and placed with Seller are irrevocable and Buyer is contractually obliged to take delivery and pay for all Goods ordered and supplied or made available by Seller pursuant to such purchase order. If Seller does not receive forwarding instructions sufficient to enable it to dispatch Goods within fourteen (14) days after notice to Buyer that such Goods are ready, Buyer shall be deemed to have taken delivery from such date and shall be obliged to pay reasonable storage charges payable on demand. Unless otherwise agreed upon by the parties in writing, if Buyer does not accept delivery or collect Goods from Seller when made available at the agreed delivery point in accordance with the Contract, Buyer also will pay Seller for 5LC-7548174-2 storage costs and reimburse Seller for any demurrage, transport or future delivery costs incurred by Seller.

3. Title; Risk of Loss or Damage: Title to and risk of loss of the Goods shall pass to Buyer upon delivery to the carrier at point of shipment.

4. Inspection; Acceptance: Buyer shall promptly examine the Goods for any damage or shortage or failure of the Goods to comply with the Seller's standard sales specifications or the specifications contained in or referenced in the Contract. All claims for damage or shortage of Goods shall be deemed waived unless made in writing and received by Seller within 30 days of delivery of the Goods. If Buyer finds that any of the Goods do not comply with the specifications, Buyer may, at its option,

reject that portion of the Goods that fail to comply by providing Seller with a notice made in writing and received by the Seller within 30 days of delivery of the Goods. Failure to timely deliver written notice of any such claim or rejection of the Goods within the warranty period specified in this clause 4 shall be deemed an absolute and unconditional waiver of such claim for damage or shortage or a right to reject such Goods and all claims related thereto and shall constitute an unqualified acceptance of such Goods, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether use or application of the Goods shall have then taken place.

5. Returns: Returned Goods shall not be accepted unless Buyer obtains prior written approval and transportation instructions from Seller. All Goods returned to Seller must be in full containers or cases, unopened and in the same condition as when delivered. If a return is approved by Seller, Goods may be returned for exchange or credit only. Seller shall give no cash refunds for returned Goods. Approved returned Goods are subject to a restocking charge of 15% of the invoiced value of such Goods and Buyer shall pay all transportation charges.

6. Limited Warranty: (a) Subject to Section 6(e) and Section 7 below, Seller warrants title and that the Goods shall conform to Seller's standard sales specifications in effect at the time of manufacture or the specifications agreed by the parties in writing and contained or referenced in the Order. Equipment components not manufactured by Seller which are incorporated in the Goods may, if specified elsewhere in the Contract, be subject only to warranties of Seller's vendors and Seller hereby assigns to Buyer all such rights in such vendor's warranties and will provide reasonable assistance in enforcing such rights.

(b) Buyer is solely responsible for determining that the Goods and their specification and scope are appropriate for Buyer's intended use. Any advice or recommendations by Seller with respect to the Goods or the use of the Goods are provided in good faith based on tests or experience believed to be reliable, but such advice or recommendations are not warranted. Buyer agrees that it is responsible for ensuring that Goods that comply with the warranties in Section 6(a) are fit and suitable for its purposes, requirements, processes, plant and equipment.

(c) To the maximum extent permitted by law, Seller makes no other representation or warranty of any kind, and hereby expressly disclaims all other representations or warranties, express, implied, statutory or arising from a course of dealing, usage of the trade or otherwise, including without limitation any representation or warranty as to merchantability, fitness for a particular purpose, or any other matter with respect to the goods, whether used alone or in combination with any other goods, substances processes or materials or services.

(d) In the event the exclusion of some or all of such warranties under section 6(c) for certain goods subject to this contract would be illegal, any additional warranty would be limited to the warranty required by applicable law and to the extent permitted by such law, would be subject to section 6(e) and section 7, and is conditioned upon use in accordance with label directions under normal conditions reasonably foreseeable to seller with buyer assuming the risk of any use contrary to label directions, under abnormal conditions or under conditions not reasonably foreseeable to seller.

(e) Seller's sole liability and Buyer's sole remedy for breach of warranty are specifically limited to the repair of the goods (or re-performance of services when applicable) or the cost thereof where Seller fails to perform such repair necessitate by a breach of warranty, and such liability and remedy re exclusive of all other liabilities and remedies. Should these remedies be found inadequate or to have failed of their essential purpose for any reason whatsoever, Buyer agrees that the return of the amount paid by buyer to seller for the purchase of the goods which fail to conform with the warranties set forth in section 5.7 shall be considered a fair and adequate remedy and prevent the remedies from falling of their essential purpose.

7. Limitation of Liability: (a) The liability of Seller and its affiliates to Buyer under and in connection with the Contract is limited to the price allocable to the Goods giving rise to the claim and in no event shall the cumulative liability of Seller howsoever arising, whether under warranty, contract, tort, negligence, strict liability, indemnification, defense or any other cause or combination of causes whatsoever, exceed the total

payments received from Buyer under the Contract in connection with the Goods.

(b) To the extent permitted by law and notwithstanding any provision to the contrary in the contract, Seller shall not be liable for special, indirect, incidental, or consequential damages, including without limitation, and loss of profits, loss of business revenues, loss of capital, failure to realize expected profits or savings, overhead costs, loss by reason of service interruption or increased expense of operation, loss of goodwill, loss of reputation, loss of value in any intellectual property, damages or liquidated sums payable pursuant to other agreements or to other third parties, other economic losses, whether arising under warranty, contract, negligence (including negligent misrepresentation) or other tort, strict liability, breach of statute, indemnification, or any other cause or combination of causes, including any theories of concurrent liability arising from a duty of care by operation of law or otherwise.

**8. Safe Storage Handling & Use; Assumption of Risk; Indemnification:** Buyer acknowledges that it is familiar with the risks associated with the storage, handling and use of Goods and any waste resulting therefrom. Accordingly and notwithstanding anything to the contrary set forth in the Contract, Buyer covenants and warrants and shall ensure that (i) that it and its employees, agents, carriers and customers are familiar with and adhere to all necessary and appropriate precautions and safety measures to safely store, handle or use the Goods; (ii) it and its employees, agents, carriers and customers shall comply with all applicable laws, including without limitation, environmental laws and regulations pertaining to the storage, handling and use of Goods; (iii) shall obtain and comply with all required permits and licenses. Seller takes no responsibility for, and Buyer assumes all risks associated with waste characterization, regulatory status and chemical composition of any product, process, material, waste or substance into which the Goods are incorporated or applied. Without limiting the foregoing, Buyer shall further ensure that all storage tanks, vessels, and pipes, hoses and valves and other components used by Buyer or its employees, agents, carriers and customers to store, handle and transfer Goods which are bulk chemicals are properly installed and maintained to prevent injury, death or loss of containment during storage, handling and transfer of such Goods. If Buyer resells or distributes Goods to third parties, Buyer assumes responsibility for ensuring that it provides detailed instructions to such third parties regarding safe storage, handling and use of those Goods and any Storage Items or packaging in which such Goods are stored. To the maximum extent allowed by law, Buyer assumes all risks and liability whatsoever for all injuries, losses and damages to persons or property or otherwise and shall indemnify, defend and hold harmless Seller and Seller's employees and agents against all claims, damages, losses, costs, liabilities, and other expenses (including investigation and attorneys' fees) that Seller incurs or may be obligated to pay as a result of (i) Buyer's, its employees', agents', carriers' or customers' handling, possession, further processing, storage, use treatment, transportation, disposal, sale or other use or disposition of the Goods, whether used alone or in combination with other products, materials, substances or wastes, (ii) Buyer's, its employees', agents', carriers' or customers' violation or alleged violation of any Law, or (iii) Buyer's breach of any of its obligations set forth herein.

**9. Force Majeure:** Shipments or deliveries may be totally or partially suspended or delayed by Seller during any period in which the Seller may be prevented or hindered from manufacture, delivery, or supply through any circumstances outside Seller's reasonable control or where such manufacture, delivery or supply is rendered materially more expensive by such circumstances. Circumstances beyond Seller's reasonable control shall include, without limitation, strikes, lockouts or other labor difficulty; acts of carriers; acts of God; acts of civil or military authorities; acts or omissions of Buyer; war; riot; fire; explosion; acts of terrorism; flood; any inability to obtain or lack of any necessary or adequate materials, inputs, fuel, power, labor, equipment, containers, facilities or services on usual terms; power or water shortage; accidents or breakdowns or failures of plant or machinery or apparatus; delays, congestions or blockages at sea ports or transport depots or software, hardware or communication network; changes in applicable Laws; or any other event, whether or not enumerated herein, beyond the reasonable control of Seller that makes impractical the manufacture, transportation or shipment of the Goods or of a material or other resource upon which the manufacture, transportation or shipment of the Goods depends. Seller shall not incur any liability to Buyer in respect of such suspension.

**10. Intellectual Property:** Seller is the sole and exclusive owner of the Intellectual Property in the Goods and processes incorporated in such Goods, and the rights attached to that Intellectual Property. Nothing herein grants to Buyer any right, title or interest in or to any of the Intellectual Property in the Goods. Buyer shall not claim to have acquired any right, title or interest to the Intellectual Property in the Goods by virtue of purchasing Goods sold hereunder. Buyer shall not deconstruct, reverse compile or reverse engineer the Goods in any way for the purpose of deciphering or replicating the chemical composition of the Goods. As used herein, "Intellectual Property" means any intellectual or industrial property right anywhere in the world including, without limitation, any patent, patent application, utility model, copyright (including copyright in manuals, databases, and promotional materials), registered design and other design rights, unpatented secrets and innovations, confidential information, and any other rights that may subsist anywhere in the world in improvements, inventions and other manufacturing processes or technical and other information of Seller. Buyer shall not resell, distribute or supply the Goods to any third party for any reason without Seller's prior written consent.

**11. Confidentiality; Entire Agreement; Amendments; Changes to Terms & Conditions:** (a) All information that Buyer acquires from Seller hereunder, directly or indirectly, and all information that arises out of the sale of the Goods hereunder, concerning such Goods and/or proprietary processes involved, including information concerning Seller's current and future business plans, information relating to Seller's operations, know-how, and other.

Seller-furnished information shall be deemed Seller's "Proprietary Information". Buyer shall (a) hold Seller's Proprietary Information in strictest confidence, (b) not disclose it to others, (c) use it solely for purposes of this Agreement and (d) upon Seller's request, either promptly deliver to Seller all such Proprietary Information that is in written, electronic or other form, including copies and summaries, or, at Seller's option, destroy such Proprietary Information and provide Buyer certification of such destruction. The obligations under this Section shall survive the expiration or termination of the Contract.

(b) The Contract constitutes the entire agreement of the parties with respect to the purchase and sale of Goods and supersedes and excludes all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of Goods, including but not limited to, those relating to the performance of Goods or results that ought to be expected from using the Goods.

**12. Governing Law:** The rights and duties of the parties and any dispute regarding the sale of Goods covered hereby shall be resolved according to the laws of the state of Colorado, without regard to its conflicts of law provisions. Buyer hereby agrees to submit to the non-exclusive jurisdiction of the courts in the state of Colorado. Any controversy or claim arising out of or relating to the sale of Goods or the dealings between the parties shall be settled exclusively by arbitration in Denver, Colorado by a single arbitrator pursuant to the American Arbitration Association's Commercial Arbitration rules then in effect, and judgment upon the award shall be entered in any court having jurisdiction thereof. The prevailing party in any arbitration proceeding shall be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief obtained.

**13. Waiver:** No failure to exercise nor any delay or omission in exercising any right, power or remedy by Seller operates as or constitutes a waiver. A single or partial exercise by Seller of any right, power or remedy does not preclude any other or further exercise by it of that or any other right, power or remedy. A waiver is not valid or binding on Seller unless made in writing. No failure by Seller to exercise, nor any delay or omission by Seller in exercising any right, power, or remedy nor any representation made, or conduct carried out by Seller under the Contract or in connection with the supply of Goods or any of them shall constitute or provide grounds for a common law or equitable estoppel.

**14. Severance:** If any provision of the Terms and Conditions or its application to any person or circumstances is or becomes invalid, illegal or unenforceable, the provision shall so far as possible be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable. If any provision or part of it cannot be so read down, the provision or part of it shall be deemed void and severable and the remaining provisions of the Terms and Conditions shall not in any way be affected or impaired.



**Public Works Committee Meeting**  
**August 18<sup>th</sup>, 2022**  
**6:00 p.m.**

The Village of Colfax Public Works Committee met on August 18<sup>th</sup>, 2022 at 6:00 p.m. at the Village Hall, 613 Main Street, Colfax, WI. Members Present were: Jody Albricht and Jen Rud, Chair. Excused: Davis. Others present included: Director of Public Works and Administrator-Clerk-Treasurer Niggemann.

**Review the Public Utilities Title 9 Ordinance/Review Sewer & Water Rates** – The Committee reviewed the Water & Sewer Regulations and Rates ordinances. In reviewing the ordinance and the 2021 year-end results, the Committee felt that the Sewer Utility should increase the rates one percent to help soften any future needs for rate increases. The average residence would potentially see about a \$2/quarter increase in the water bill with the rate going from \$5.10 per 1,000 gallons to \$5.15 per 1,000 gallons effective January 1, 2023 with the rate change on the April 2023 bill. The other discussion involved street openings when repairing sewer laterals. Prior to 2018, the street opening fee was \$1,000. A couple projects left the Village with a balance to pay of \$3,000 to \$4,000. The Village modified the ordinance to have the property owners responsible for the repair of the street when they have utility projects. This process has been very difficult to keep track of due to timing that the patches need to settle before being asphalted. Between the Public Works and Administration, it would be better to go back to a standard permit fee. Suggestion would be \$2,500.

A motion was made by Albricht and seconded by Rud to recommend to the Village Board to increase the sewer by volume rate to \$5.15 per 1,000 gallons. A voice vote was taken with all members voting in favor. Motion carried.

A motion was made by Albricht and seconded by Rud to recommend to the Village Board to change the street opening fee to \$2,500. A voice vote was taken with all members voting in favor. Motion carried.

**Adjournment** – A motion was made by Albricht and seconded by Rud to adjourn the meeting at 7:20 pm. All members voted in favor. Meeting adjourned.

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Jen Rud, Chairperson

## **Colfax Solid Waste & Recycling Committee Minutes –August 23<sup>rd</sup>, 2022**

On August 23<sup>rd</sup>, 2022, the Solid Waste & Recycling Committee met 7:00 p.m. at the Colfax Community Fire Department, 407 County Road M, Colfax, WI. Members present: Dean Logslett-Town of Colfax, John Schaefer-Town of Spring Brook, Justin Albricht-Town of Tainter, Tony Christopherson-Town of Elk Mound, Mark Dietsche-Town of Grant, LeAnn Ralph-Town of Otter Creek, Terry Stamm-Village of Elk Mound and Jody Albricht-Village of Colfax (Chair). Excused: Ray Glaser-Town of Wilson. Others present included Village of Colfax Administrator-Clerk-Treasurer Niggemann.

### **Consideration Items**

#### **2021 Department of Natural Resources Review/Things we need to improve on-Compliance checks for multi-family units and businesses**

Niggemann explained that in the conversation with the DNR after the annual report was submitted, the agent indicated that there needs to be compliance inspections. This would refer to verifying that multi-family units and businesses are being furnished with recycling containers that are collected by a hauler. Any non-compliance issues discovered during inspections need to be noted and any corrective actions or notices given out should be recorded.

#### **2023 Printed materials to be discussed**

##### **Fee Schedule Review Updates and consider any other changes**

The committee indicated that Stamm and Niggemann can work with the site workers in making modifications to the fee schedule

##### **Permits/Envelopes**

Ralph will work with Carlton Dewitt for permits and envelopes as previously ordered in previous years. (Colors decided after the meeting are Blue-Colfax and Orange-Elk Mound).

##### **Quarterly Permit Fees**

There was a request to allow for quarterly fees for the permit. The Committee discussed and no action taken so the permit fees remain at \$200 for annual non-resident fee and \$100 after June 30<sup>th</sup> for a non-resident fee.

##### **Hours of Operation**

Stamm and Niggemann had the attendants conduct a survey of site use from 5 pm to 6 pm. The usage at both sites is 30 to 40 cars. The usage indicates that the site should remain open until 6 pm. The attendants indicated that they think it would be helpful to add one hour of operation on Wednesdays, 1 pm to 6 pm and keep Saturdays open from 8 am to 3 pm. A motion was made by Christopherson- Town of Elk Mound and seconded by Albricht-Town of Tainter to approve the change of hours for Wednesday to 1 pm to 6 pm and keep Saturday the same. A voice vote was taken with all members voting in favor. Motion carried.

##### **Educational Material**

During the phone call with the DNR, they said that the Responsible Unit can order the educational materials from the website at no cost.

**Site Items – Clear Bag Consideration** – Some of the attendants have seen clear bags from other collections sites. They felt these bags would help minimize people from throwing the recycling into the trash if the bags are required. The Committee discussed the cost and the number of bags that would be needed to accomplish this task with nine municipalities. No action was taken, so there will not be a clear bag requirement.

##### **Clean Sweep 2023**

After submitting the application for a clean sweep grant, the Village will hopefully be notified of the award notice in the next couple months. If awarded the grant, the RU would work with the state contracted vendor to organize the event for the spring of 2023. The Committee would like Advance Disposal to visit the committee to provide knowledge to help make necessary decisions about the event.

### **Uniform Allowance**

The attendants have indicated that Dunn County provided a \$125 annual Uniform Allowance. They were inquiring if that is something the committee would consider. A motion was made by Ralph-Town of Otter Creek and seconded by Schaefer-Town of Spring Brook to approve a \$125 annual uniform reimbursement and the RU will also provide the coat. A voice vote was taken with all members voting in favor. Motion carried.

### **Pay rate for Collection Site Workers**

A motion was made by Albricht-Town of Tainter and seconded by Dietsche-Town of Grant effective January 1, 2023 the lead pay will be \$17/hour and the attendant pay will be \$16/hour. A voice vote was taken with eight ayes, zero nays and Stamm abstained. Motion carried.

### **2023 Contracts**

**Current Contracts** – A motion was made by Dietsche-Town of Grant to maintain the current contracts unless there is some large modification to any of the agreements. A voice vote was taken with all members voting in favor. Motion carried.

**Brush Annual Disposal**- Elk Mound Site would work with the same company as 2021 to grind the brush pile. Jenson Farms takes the pile to be composted occasionally, during the process of composting the grindings should be in smaller forms. The estimated cost to have the pile ground is \$6,825 based on the estimated size. A motion was made by Christopherson-Town of Elk Mound and seconded by Schaefer-Town of Spring Brook to go with Sylvester Custom Grinding, Inc. A voice vote was taken with all members voting in favor. Motion carried. The next available date is 9/15/2022.

### **Any Other Discussion Items**

The outhouses at the sites, Elk Mound needs theirs pumped. Colfax site will verify. A motion was made by Stamm-Village of Elk Mound and seconded by Ralph-Town of Otter Creek to move forward with contacting a vendor to pump the outhouses as needed. A voice vote was taken with all members voting in favor. Motion carried.

Niggemann mentioned that if the sites had phones with data, one of the attendants could email the container switch outs before they leave each business day. A motion was made by Albricht-Town of Tainter and seconded by Stamm-Village of Elk Mound to allow Niggemann to work with the phone vendor to get new phones for the collection sites with data. A voice vote was taken with all members voting in favor. Motion carried

A motion was made by Albricht-Town of Tainter and seconded by Logslett-Town of Colfax to surplus the extra ten (10) container boxes. A voice vote was taken with all members voting in favor. Motion carried.

A motion was made by Christopherson-Town of Elk Mound and seconded by Ralph-Town of Otter Creek to advertise on Facebook that there will no longer be a charge for batteries effective immediately. A voice vote was taken with all members voting in favor. Motion carried.

**Statement of Bills** – April 26, 2022 to August 22<sup>nd</sup>, 2022. A motion was made by Dietsche-Town of Grant and seconded by Christopherson-Town of Elk Mound to approve the bills for April 26<sup>th</sup>, 2022 to August 22<sup>nd</sup>, 2022. A voice vote was taken with all members voting in favor. Motion carried.

**Financial/Budget Documents/Per Capita Discussions**- A motion was made by Ralph-Town of Otter Creek and seconded by Albricht-Town of Tainter to keep the per capita fees the same as prior year, \$28.06 for the Colfax Group and \$40.42 for the Elk Mound Group. Voting For: Logslett-Town of Colfax, Dietsche-Town of Grant, Ralph-Town of Otter Creek, Schaefer-Town of Spring Brook, Albricht-Town of Tainter, Christopherson-Town of Elk Mound, Albricht-Village of Colfax, Stamm-Village of Elk Mound. Voting Against: none. Motion carried.

**Clean Sweep** – The Committee discussed that the RU should apply for the clean sweep grant for 2023 and tentatively plan for a fall 2023 clean sweep. This grant is through DACAP with a deadline of May 27<sup>th</sup>, 2022.

**Minutes – April 26<sup>th</sup>, 2022** – A motion was made by Stamm-Village of Elk Mound and seconded by Ralph-Town of Otter Creek to approve the April 26<sup>th</sup>, 2022 meeting minutes with corrections to the parking lot section. A voice vote was taken with all members voting in favor. Motion carried.

**Next meeting date** – A motion was made by Stamm-Village of Elk Mound and seconded by Ralph-Town of Otter Creek to hold the next meeting on Tuesday, April 25<sup>th</sup>, 2022 at 7 p.m. at the Fire Hall. A voice vote was taken with all members voting in favor. Motion carried

**Adjourn** – A motion was made by Albricht-Town of Tainter and seconded by Schaefer–Town of Spring Brook to adjourn the meeting at 9:11 p.m. A voice votes was taken with all members voting in favor. Motion carried.

Jody Albricht, Chair

Attest: Lynn Niggemann, Administrator-Clerk-Treasurer



2921 Ingalls Road  
Menomonie, WI 54751

Mobile: 715-556-0066  
FAX: 715-231-2447  
www.weberinspections.com  
inspector@weberinspections.com

## Activity Report

Village of Colfax

August

Date	Customer	Service	Pass/Fail	Project
<input type="checkbox"/> 8/12/2022	Anderson	Final Inspection/Occupancy	Passed	
<input type="checkbox"/> 8/12/2022	Anderson	Rough Construction	Passed	
<input type="checkbox"/> 8/15/2022	Livingston	Permit Issued		Remodel
<input type="checkbox"/> 8/19/2022	Homes By Croix Creek	Final Inspection/Occupancy	Passed	
<input type="checkbox"/> 8/22/2022	Denmark Dairy	Permit Issued		Remodel
<input type="checkbox"/> 8/31/2022	Peterson	Permit Issued		Addition

# Weber Inspections

2921 Ingalls Road, Menomonie, WI 54751 715-556-0066

# Building Permit

## Village of Colfax

Date 8/31/2022

Issued to: Thomas L. Peterson

Address: 510 Cedar St. , Colfax Wis. 54730

Project: 9' x 18' 1 story house addition.

### Permits Issued:

### Inspections Needed:

Yes

No

	Cost
Construction	\$90.00
HVAC	
Electrical	\$25.00
Plumbing	
Erosion Control	
Total	\$ 115.00

Paid

Phase	Rough	Final
Footing	x	
Foundation		
Basement Drain Tiles		
Construction	x	x
Plumbing		
Heat/Vent/AC		
Electrical	x	x
Insulation		
Occupancy		

# Weber Inspections

2921 Ingalls Road, Menomonie, WI 54751 715-556-0066

# Building Permit

## Village of Colfax

Date 8/15/22

Issued to: Samuel Livingston / American Waterworks.

Address: 503 West St. , Colfax Wis. 54730

Project: 3- egress windows & a Waterguard system.

Permits Issued:

Inspections Needed:

Yes

No

	Cost
Construction	\$90.00
HVAC	
Electrical	
Plumbing	
Erosion Control	
Total	\$ 90.00

Chg.

Phase	Rough	Final
Footing		
Foundation		
Basement Drain Tiles		
Construction		x
Plumbing		
Heat/Vent/AC		
Electrical		
Insulation		
Occupancy		

# Weber Inspections

2921 Ingalls Road, Menomonie, WI 54751 715-556-0066

# Building Permit

## Village of Colfax

Date 8/22/22

Issued to: Denmark Dairy

Address: 309 Main St. , Colfax Wis. 54730

Project: General house remodel - Const. , Electric, HVAC, & Plbg. Entryway - house & garage  
main roofs.

Permits Issued:

Inspections Needed:

Yes

No

	Cost
Construction	\$90.00
HVAC	\$40.00
Electrical	\$25.00
Plumbing	\$35.00
Erosion Control	
Total	\$ 190.00

Chg.

Phase	Rough	Final
Footing		
Foundation		
Basement Drain Tiles		
Construction	x	x
Plumbing	x	x
Heat/Vent/AC	x	x
Electrical	x	x
Insulation		
Occupancy		



Wisconsin Division of Safety and Buildings  Wisconsin Stats. 101.63, 101.73	<b>VILLAGE OF COLFAX UNIFORM BUILDING PERMIT APPLICATION</b>	Application No. <span style="font-size: 1.2em; font-family: cursive;">2022-12</span>  Parcel No. 1711122911163100013																					
<b>PERMIT REQUESTED</b> <input type="checkbox"/> Constr. <input type="checkbox"/> HVAC <input type="checkbox"/> Electric <input type="checkbox"/> Plumbing <input type="checkbox"/> Erosion Control   Other: <b>Sign</b>																							
Owner's Name 225 VPP, LLC D.B.A. VILLAGE POINTE MALL		Mailing Address: 101 S MAIN ST COLFAX WI 54730																					
Contractor's Name: <input type="checkbox"/> Con <input type="checkbox"/> Elec <input type="checkbox"/> HVAC <input type="checkbox"/> Plbg <b>SignArt Co., Inc.</b>		Lic/Cert# <b>130</b>																					
Contractor's Name: <input type="checkbox"/> Con <input type="checkbox"/> Elec <input type="checkbox"/> HVAC <input type="checkbox"/> Plbg		Mailing Address 2933 Mondovi Rd Eau Claire WI 54701																					
Contractor's Name: <input type="checkbox"/> Con <input type="checkbox"/> Elec <input type="checkbox"/> HVAC <input type="checkbox"/> Plbg		Lic/Cert#																					
Contractor's Name: <input type="checkbox"/> Con <input type="checkbox"/> Elec <input type="checkbox"/> HVAC <input type="checkbox"/> Plbg		Mailing Address																					
Contractor's Name: <input type="checkbox"/> Con <input type="checkbox"/> Elec <input type="checkbox"/> HVAC <input type="checkbox"/> Plbg		Lic/Cert#																					
Contractor's Name: <input type="checkbox"/> Con <input type="checkbox"/> Elec <input type="checkbox"/> HVAC <input type="checkbox"/> Plbg		Mailing Address																					
<b>PROJECT LOCATION</b> Lot area _____ Sq. ft. _____ 1/4, _____ 1/4, of Section _____, T _____ N, R _____ E (or) W																							
Building Address <b>225 E Bremer Ave</b>		Subdivision Name _____ Lot No. _____ Block No. _____																					
Zoning District(s) _____ Zoning Permit No. _____		Setbacks:    Front _____ ft.    Rear _____ ft.    Left _____ ft.    Right _____ ft.																					
<b>1. PROJECT</b> <input type="checkbox"/> New <input type="checkbox"/> Repair <input type="checkbox"/> Alteration <input type="checkbox"/> Raze <input type="checkbox"/> Addition <input type="checkbox"/> Move <input type="checkbox"/> Other: _____		<b>3. OCCUPANCY</b> <input type="checkbox"/> Single Family <input type="checkbox"/> Two Family <input type="checkbox"/> Garage <input type="checkbox"/> Other: _____																					
<b>2. AREA INVOLVED</b> Unfin. _____ Sq Ft    Bsmnt _____ Sq Ft    Living Area _____ Sq Ft    Garage _____ Sq Ft    Deck _____ Sq Ft		<b>4. CONST. TYPE</b> <input type="checkbox"/> Site-Built <input type="checkbox"/> Mfd: <input type="checkbox"/> WI UDC <input type="checkbox"/> U.S. HUD																					
<b>5. STORIES</b> <input type="checkbox"/> 1-Story <input type="checkbox"/> 2-Story <input type="checkbox"/> Other: _____ <input type="checkbox"/> Plus Basement		<b>6. ELECTRICAL</b> Entrance Panel _____ Amps: _____ <input type="checkbox"/> Underground <input type="checkbox"/> Overhead																					
<b>7. FOUNDATION</b> <input type="checkbox"/> Concrete <input type="checkbox"/> Masonry <input type="checkbox"/> Treated Wood <input type="checkbox"/> Other: _____		<b>8. USE</b> <input type="checkbox"/> Seasonal <input type="checkbox"/> Permanent <input type="checkbox"/> Other: _____																					
<b>9. HVAC EQUIPMENT</b> <input type="checkbox"/> Forced Air Furnace <input type="checkbox"/> Radiant Basebd/ Panel <input type="checkbox"/> Heat Pump <input type="checkbox"/> Boiler <input type="checkbox"/> Central Air Cond. <input type="checkbox"/> Other: _____		<b>10. SEWER</b> <input type="checkbox"/> Municipal <input type="checkbox"/> Sanitary Permit No.: _____																					
<b>11. WATER</b> <input type="checkbox"/> Municipal Utility <input type="checkbox"/> Private On-Site Well		<b>12. ENERGY SOURCE</b> <table border="1" style="width:100%; border-collapse: collapse; font-size: 0.8em;"> <tr> <th>Fuel</th> <th>Nat Gas</th> <th>LP</th> <th>Oil</th> <th>Elec</th> <th>Solid</th> <th>Solar</th> </tr> <tr> <td>Space Htg</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Water Htg</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <input type="checkbox"/> Dwelling unit has 3 kilowatt or more in electric space heating equipment capacity.	Fuel	Nat Gas	LP	Oil	Elec	Solid	Solar	Space Htg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Htg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Water Htg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																	
<b>13. HEAT LOSS</b> _____ BTU/HR Total Calculated Envelope and Infiltration Losses ("Maximum Allowable Heating Equipment Output" on Energy Worksheet; "Total Building Heating Load" on WIScheck report)		<b>14. EST. BUILDING COST</b> \$ _____																					
I agree to comply with all applicable codes, statutes, and ordinances and with the conditions of this permit; understand that the issuance of the permit creates no legal liability, express or implied, on the state or municipality; and certify that all the above information is accurate. If I am an owner applying for an erosion control or construction permit, I have read the cautionary statement regarding contractor financial responsibility on the reverse side of the last ply. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.																							
<b>APPLICANT'S SIGNATURE</b> <u>Angela McCathron</u>		<b>DATE SIGNED</b> <u>07.29.2022</u>																					
<b>APPROVAL CONDITIONS</b> This permit is issued pursuant to the following conditions. Failure to comply may result in suspension or revocation of this permit or other penalty. <input type="checkbox"/> See attached for conditions of approval.																							
<div style="font-size: 1.5em; font-family: cursive; margin-top: 10px;">New Sign</div>																							
		Municipality Number of Dwelling Location <b>1 7 1 1 1</b>																					
<b>FEES:</b> Plan Review \$ _____ Inspection \$ _____ Wis. Permit Seal \$ _____ Other \$ _____ Total \$ <u>20.00</u>		<b>PERMIT(S) ISSUED</b> <input type="checkbox"/> Construction <input type="checkbox"/> HVAC <input type="checkbox"/> Electrical <input type="checkbox"/> Plumbing <input type="checkbox"/> Erosion Control																					
		<b>PERMIT ISSUED BY:</b> Name <u>George Entzinger</u> Date <u>8-3-22</u> Tel. <u>715-962-4402</u> Cert No. _____																					

Wisconsin Division of Safety and Buildings  Wisconsin Stats. 101.63, 101.73	<b>VILLAGE OF COLFAX UNIFORM BUILDING PERMIT APPLICATION</b>	Application No.  2022-13  Parcel No.
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**PERMIT REQUESTED**     Constr.     HVAC     Electric     Plumbing     Erosion Control    Other: \_\_\_\_\_

Owner's Name <i>Ermy Gonzalez</i>	Mailing Address <i>1036 V. Kings Dr Colfax, WI 54730</i>	Tel. <i>715-556-0550</i>
Contractor's Name: <input type="checkbox"/> Con <input type="checkbox"/> Elec <input type="checkbox"/> HVAC <input type="checkbox"/> Plbg	Lic/Cert#	Mailing Address
Contractor's Name: <input type="checkbox"/> Con <input type="checkbox"/> Elec <input type="checkbox"/> HVAC <input type="checkbox"/> Plbg	Lic/Cert#	Mailing Address
Contractor's Name: <input type="checkbox"/> Con <input type="checkbox"/> Elec <input type="checkbox"/> HVAC <input type="checkbox"/> Plbg	Lic/Cert#	Mailing Address
Contractor's Name: <input type="checkbox"/> Con <input type="checkbox"/> Elec <input type="checkbox"/> HVAC <input type="checkbox"/> Plbg	Lic/Cert#	Mailing Address

<b>PROJECT LOCATION</b>	Lot area _____ Sq. ft.	_____ 1/4, _____ 1/4, of Section _____, T _____ N, R _____ E (or) W
Building Address _____	Subdivision Name _____	Lot No. _____ Block No. _____
Zoning District(s) _____	Zoning Permit No. _____	Setbacks: Front _____ ft. Rear _____ ft. Left _____ ft. Right _____ ft.

<b>1. PROJECT</b>	<b>3. OCCUPANCY</b>	<b>6. ELECTRICAL</b>	<b>9. HVAC EQUIPMENT</b>	<b>12. ENERGY SOURCE</b>																					
<input checked="" type="checkbox"/> New <input type="checkbox"/> Repair <input type="checkbox"/> Alteration <input type="checkbox"/> Raze <input type="checkbox"/> Addition <input type="checkbox"/> Move <input type="checkbox"/> Other: <i>Siding Windows</i>	<input type="checkbox"/> Single Family <input type="checkbox"/> Two Family <input type="checkbox"/> Garage <input type="checkbox"/> Other:	Entrance Panel _____ Amps: _____ <input type="checkbox"/> Underground <input type="checkbox"/> Overhead	<input type="checkbox"/> Forced Air Furnace <input type="checkbox"/> Radiant Basebd/ Panel <input type="checkbox"/> Heat Pump <input type="checkbox"/> Boiler <input type="checkbox"/> Central Air Cond. <input type="checkbox"/> Other:	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>Fuel</th> <th>Nat Gas</th> <th>LP</th> <th>Oil</th> <th>Elec</th> <th>Solid</th> <th>Solar</th> </tr> <tr> <td>Space Htg</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Water Htg</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <input type="checkbox"/> Dwelling unit has 3 kilowatt or more in electric space heating equipment capacity.	Fuel	Nat Gas	LP	Oil	Elec	Solid	Solar	Space Htg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Htg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fuel	Nat Gas	LP	Oil	Elec	Solid	Solar																			
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<b>2. AREA INVOLVED</b>	<b>4. CONST. TYPE</b>	<b>7. FOUNDATION</b>	<b>10. SEWER</b>	<b>13. HEAT LOSS</b>																					
Unfin. _____ Bsmt _____ Sq Ft Living Area _____ Sq Ft Garage _____ Sq Ft Deck _____ Sq Ft	<input type="checkbox"/> Site-Built <input type="checkbox"/> Mfd: <input type="checkbox"/> WI UDC <input type="checkbox"/> U.S. HUD <b>5. STORIES</b> <input type="checkbox"/> 1-Story <input type="checkbox"/> 2-Story <input type="checkbox"/> Other: <input type="checkbox"/> Plus Basement	<input type="checkbox"/> Concrete <input type="checkbox"/> Masonry <input type="checkbox"/> Treated Wood <input type="checkbox"/> Other:	<input type="checkbox"/> Municipal <input type="checkbox"/> Sanitary Permit No.: _____	_____ BTU/HR Total Calculated Envelope and Infiltration Losses ("Maximum Allowable Heating Equipment Output" on Energy Worksheet; "Total Building Heating Load" on WIScheck report)																					
		<b>8. USE</b>	<b>11. WATER</b>	<b>14. EST. BUILDING COST</b>																					
		<input type="checkbox"/> Seasonal <input type="checkbox"/> Permanent <input type="checkbox"/> Other:	<input type="checkbox"/> Municipal Utility <input type="checkbox"/> Private On-Site Well	\$ <i>22,000</i>																					

I agree to comply with all applicable codes, statutes, and ordinances and with the conditions of this permit; understand that the issuance of the permit creates no legal liability, express or implied, on the state or municipality; and certify that all the above information is accurate. If I am an owner applying for an erosion control or construction permit, I have read the cautionary statement regarding contractor financial responsibility on the reverse side of the last ply. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.

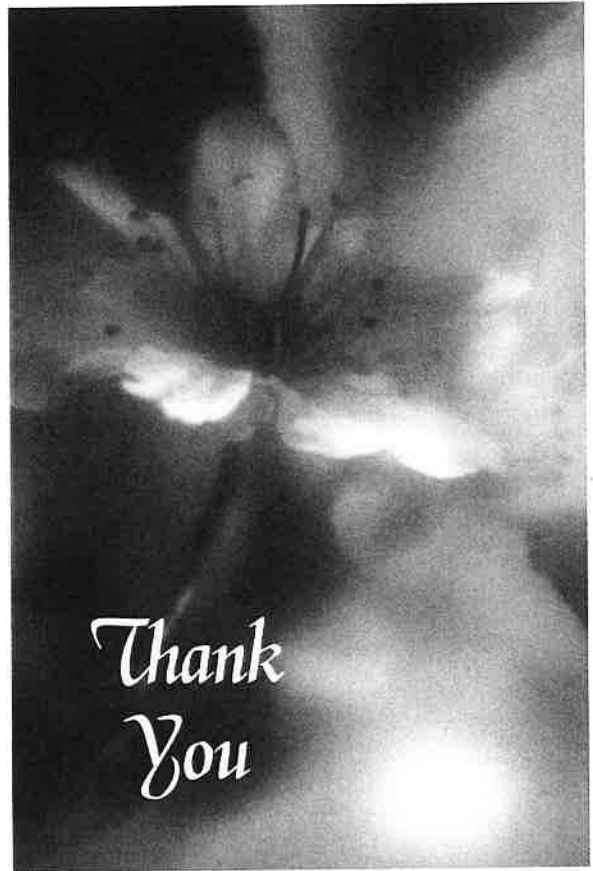
**APPLICANT'S SIGNATURE** *Ermy Gonzalez*      **DATE SIGNED** *8-15-2022*

**APPROVAL CONDITIONS**    This permit is issued pursuant to the following conditions. Failure to comply may result in suspension or revocation of this permit or other penalty.     See attached for conditions of approval.

*Siding Windows*

	Municipality Number of Dwelling Location <i>1 7 1 1 1</i>
--	--

<b>FEES:</b>	<b>PERMIT(S) ISSUED</b>	<b>PERMIT ISSUED BY:</b>
Plan Review \$ _____ Inspection \$ _____ Wis. Permit Seal \$ _____ Other \$ _____ Total \$ <i>22.00</i>	<input type="checkbox"/> Construction <input type="checkbox"/> HVAC <input type="checkbox"/> Electrical <input type="checkbox"/> Plumbing <input type="checkbox"/> Erosion Control	Name <i>George Entzminger</i> Date <i>8-15-22</i> Tel. <i>715-962-4402</i> Cert No. _____



22-106

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Printed in U.S.A.

*We have lost someone  
very special . . .*

*Thank you for  
sharing our grief.*

*The family of  
Elaine Sundby*

*I thank you for the  
beautiful plant in  
memory of my mother.  
Glene*