

CHAPTER 3

MUNICIPAL AND PUBLIC UTILITIES - RULES AND REGULATIONS, FRANCHISES AND RATES

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CHAPTER 3

MUNICIPAL AND PUBLIC UTILITIES  
RULES AND REGULATIONS, FRANCHISES AND RATES

SECTION 3.01. DEFINITIONS. The following terms, as used in this Chapter, shall have the meanings stated:

Subd. 1. The term "utility" shall refer to all utility services, whether the same be public City-owned facilities or furnished by public utility companies.

Subd. 2. The term "municipal utility" shall refer to any City-owned utility system, including, but not by way of limitation, water, sewerage and gas service.

Subd. 3. The terms "company", "grantee", and "franchisee" shall refer to any public utility system to which a franchise has been granted by the City.

Subd. 4. The terms "consumer" and "customer" shall refer to any user of a utility.

Subd. 5. The term "service" shall refer to providing a particular utility to a customer or consumer.

SECTION 3.02. FIXING RATES AND CHARGES FOR MUNICIPAL UTILITIES. All rates and charges for municipal utilities, including, but not by way of limitation, rates for service, connection and meter reading fees, utility deposits, disconnection fees, reconnection fees including penalties for non-payment, if any, shall be fixed, determined and amended by the Council and adopted by ordinance.

SECTION 3.03. FIXING RATES AND CHARGES FOR PUBLIC UTILITIES. All rates and charges for public utility franchisees, not regulated by an agency of the State or the Federal government shall be fixed and determined pursuant to the terms of the franchise governing said public utility.

SECTION 3.04. CONTRACTUAL CONTENTS. Provisions of this Chapter relating to municipal utilities shall constitute portions of the contract between the City and all consumers of municipal utility services, and every such consumer shall be deemed to assent to the same. All contracts between franchisees and consumers of utility services other than municipal shall be in strict accord with the provisions of this Chapter.

SECTION 3.05. RULES AND REGULATIONS RELATING TO MUNICIPAL UTILITIES.

Subd. 1. Billing, Payment and Delinquency. All municipal utilities shall be billed monthly and a utilities statement or statements shall be

mailed to each consumer each month. All utilities charges shall be delinquent if they are unpaid at the close of business on the 10th day following such billing, provided, that if the 10th day shall fall on a Saturday, Sunday or legal holiday, the time shall be extended to the close of business on the next succeeding day on which business is normally transacted. A penalty of ten percent (10%) thereof shall be added to, and become part of, all delinquent utility bills. If service is suspended due to delinquency it shall not be restored at that location until a reconnection charge and utility deposit has been paid for each utility reconnected in addition to amounts owed for service and penalties.

Subd. 2. Application, Connection and Sale of Service. Application for municipal utility services shall be made upon forms supplied by the City, and strictly in accordance therewith. No connection shall be made until consent has been received from the City to make the same. All municipal utilities shall be sold and delivered to consumers under the then applicable rate applied to the amount of such utilities taken as metered or ascertained in connection with such rates.

Subd. 3. Discontinuation of Service. All municipal utilities may be shut off or discontinued whenever it is found that:

A. The owner or occupant of the premises served, or any person working on any connection with the municipal utility systems, has violated any requirement of the City Code relative thereto, or any connection therewith, or,

B. Any charge for a municipal utility service, or any other financial obligation imposed on the present owner or occupant of the premises served, is unpaid after due notice thereof, or,

C. There is fraud or misrepresentation by the owner or occupant in connection with any application for service or delivery or charges therefor.

Subd. 4. Ownership of Municipal Utilities. Ownership of all municipal utilities, plants, lines, mains, extensions and appurtenances thereto, shall be and remain in the City and no person shall own any part or portion thereof. Provided, however, that private facilities and appurtenances constructed on private property are not intended to be included in municipal ownership. After construction and the payment of the cost thereof by special assessment or otherwise the City assumes the responsibility for the cost of maintenance, repair and replacement of water mains, including trunk mains and all connections thereto from the trunk main up to and including the curb boxes and sewer mains for the trunk main only. The abutting property owner is responsible for the maintenance, repair and replacement of all sewer facilities extending from his property to the trunk sewer main including the joints and connections thereto.

*Water Sewer  
assessment  
Private  
Sewer -  
to main*

Subd. 5. Right of Entry. The City has the right to enter in and upon private property, including buildings and dwelling houses, in or upon which is installed a municipal utility, or connection therewith, at all times reasonable under the circumstances, for the purpose of reading utility

*Right of  
Entry*

meters, for the purpose of inspection and repair of meters or a utility system, or any part thereof, and for the purpose of connecting and disconnecting service.

Subd. 6. Unlawful Acts.

A. It is unlawful for any person to willfully or carelessly break, injure, mar, deface, disturb, or in any way interfere with any buildings, attachments, machinery, apparatus, equipment, fixture, or appurtenance of any municipal utility or municipal utility system, or commit any act tending to obstruct or impair the use of any municipal utility.

B. It is unlawful for any person to make any connection with, opening into, use or alter in any way any municipal utility system without first having applied for and received written permission to do so from the City.

C. It is unlawful for any person to turn on or connect a utility where the same has been turned off or disconnected by the City for non-payment of a bill, or for any other reason, without first having obtained a permit to do so from the City.

D. It is unlawful for any person to "jumper" or by any means or device fully or partially circumvent a municipal utility meter, or to knowingly use or consume unmetered utilities or use the services of any utility system, the use of which the proper billing authorities have no knowledge.

Subd. 7. Municipal Utility Services and Charges a Lien. Payment for utility services and charges provided for in Chapter 3 of the City Code shall be the primary responsibility of the applicant for services.

SECTION 3.06. CONNECTION OR TAPPING PROHIBITED - DELINQUENT ASSESSMENTS OR CHARGES. No permit shall be granted to tap or connect with sewer or water mains when any assessment or connection charge for such sewer or water main against the property to be connected is in default or delinquent. If such assessment or connection charges are payable in installments, no permit shall be granted unless all installments then due and payable have been paid.

(Sections 3.07 through 3.19, inclusive, reserved for future expansion.)

SECTION 3.20. RULES AND REGULATIONS RELATING TO SEWER SERVICE.

Subd. 1. Definitions. Unless the context specifically indicates otherwise, the meanings of terms used in this ordinance shall have the meanings hereinafter designated:

1. "Act" - The Federal Water Pollution Control Act also referred to as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq.

2. "ASTM" - American Society for Testing Materials.

3. "Authority" - The City of Hallock, Minnesota or its representative thereof.

4. "BOD<sub>5</sub> or Biochemical Oxygen Demand" - The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20° Centigrade in terms of milligrams per liter (mg/l).

5. "Building Drain" - that part of the lowest horizontal piping of a drainage system which receives the discharge from waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet outside the building wall.

6. "Building Sewer" - the extension from the building drain to the public sewer or other place of disposal, also referred to as a house connection or service connection.

7. "City" - the area within the corporate boundaries of the City of Hallock as presently established or as amended by ordinance or other legal actions at a future time. The term "City" when used herein may also be used to refer to the City Council and its authorized representative.

8. "Chemical Oxygen Demand (COD)" - the quantity of oxygen utilized in the chemical oxidation of organic matter as determined by standard laboratory procedures, and as expressed in terms of milligrams per liter (mg/l).

9. "Compatible Pollutant" - Biochemical oxygen demand, suspended solids, pH, and fecal coliform bacteria, plus additional pollutants identified in the NPDES/SDS Permit if the treatment facilities are designed to treat such pollutants to a degree which complies with effluent concentration limits imposed by the permit.

10. "Control Manhole" - a structure specially constructed for the purpose of measuring flow and sampling of wastes.

11. "Easement" - an acquired legal right for the specific use of land owned by others.

12. "Fecal Coliform" - any number of organisms common to the intestinal tract of man and animals whose presence in sanitary sewage is an indicator of pollution.
13. "Floatable Oil" - Oil, fat, or grease in a physical state, such that it will separate by gravity from wastewater.
14. "Garbage" - animal and vegetable waste resulting from the handling, preparation, cooking, and serving of food.
15. "Incompatible Pollutant" - any pollutant that is not defined as a compatible pollutant (See No. 9) including non-biodegradable dissolved solids.
16. "Industry" - any non-governmental or non-residential user of a publicly owned treatment works which is identified in the Standard Industrial Classification Manual, latest edition, which is categorized in Divisions A, B, D, E and I.
17. "Industrial Waste" - gaseous, liquid, and solid wastes resulting from industrial or manufacturing processes, trade or business, or from the development, recovery, and processing of natural resources, as distinct from residential or domestic strength wastes.
18. "Infiltration" - water entering the sewage system (including building drains and pipes) from the ground through such means as defective pipes, pipe joints, connections, and manhole walls.
19. "Infiltration/Inflow (I/I)" - the total quantity of water from both infiltration and inflow.
20. "Inflow" - water other than wastewater that enters a sewer system (including building drains) from sources such as, but not limited to, roof leaders, cellar drains, yard and area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross-connections from storm sewers, catch basins, surface runoff, street wash waters or drainage.
21. "Interference" - The inhibition or disruption of the City's wastewater disposal system processes or operations which causes or significantly contributes to a violation of any requirement of the City's NPDES and/or SDS Permit. The term includes of sewage sludge use or disposal by the City in accordance with published regulations providing guidelines under Section 405 of the Act or any regulations developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or more stringent State criteria applicable to the method of disposal or use employed by the City.
22. "MPCA" - Minnesota Pollution Control Agency.
23. "National Categorical Pretreatment Standards" - federal regulations establishing pretreatment standards for introduction of pollutants in publicly-owned wastewater treatment facilities which are determined to be

not susceptible to treatment by such treatment facilities or would interfere with the operation of such treatment facilities, pursuant to Section 307(b) of the Act.

24. "National Pollutant Discharge Elimination System (NPDES) Permit" - a permit issued by the MPCA, setting limits on pollutants that a permittee may legally discharge into navigable waters of the United States pursuant to Sections 402 and 405 of the Act.

25. "Natural Outlet" - any outlet, including storm sewers and combined sewers, which overflow into a watercourse, pond, ditch, lake or other body of surface water or ground water.

26. "Non-contact Cooling Water" - the water discharged from any use such as air conditioning, cooling or refrigeration, or during which the only pollutant added, is heat.

27. "Normal Domestic Strength Waste" - wastewater that is primarily introduced by residential users with a BOD<sub>5</sub> concentration not greater than 200 mg/l and a suspended solids (TSS) concentration not greater than 200 mg/l.

28. "Person" - any individual, firm, company, association, society, corporation, or group.

29. "pH" - the logarithm of the reciprocal of the concentration of hydrogen ions in terms of grams per liter of solution.

30. "Pretreatment" - the treatment of wastewater from industrial sources prior to the introduction of the waste effluent into a publicly-owned treatment works. (See No. 23.)

31. "Properly Shredded Garbage" - the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers with no particle greater than  $\frac{1}{2}$  inch (1.27 cm) in any dimension.

32. "Sewage" - the spent water of a community. The preferred term is wastewater.

33. "Sewer" - a pipe or conduit that carries wastewater or drainage water.

a. "Collection Sewer" - a sewer whose primary purpose is to collect wastewaters from individual point source discharges and connections.

b. "Combined Sewer" - a sewer intended to serve as a sanitary sewer and a storm sewer.

c. "Force Main" - a pipe in which wastewater is carried under pressure.

d. "Interceptor Sewer" - a sewer whose primary purpose is to transport wastewater from collection sewers to a treatment facility.

e. "Private Sewer" - a sewer which is not owned and maintained by a public authority.

f. "Public Sewer" - a sewer owned, maintained and controlled by a public authority.

g. "Sanitary Sewer" - a sewer intended to carry only liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions together with minor quantities of ground, storm, and surface waters which are not admitted intentionally.

h. "Storm Sewer or Storm Drain" - a drain or sewer intended to carry storm waters, surface runoff, ground water, sub-surface water, street wash water, drainage, and unpolluted water from any source.

34. "Shall" is mandatory; "May" is permissive.

35. "Significant Industrial User" - any industrial user of the wastewater treatment facility which has a discharge flow (1) in excess of 50,000 gallons per average work day, or (2) has exceeded five percent (5%) of the total flow received at the treatment facility, or (3) whose waste contains a toxic pollutant in toxic amounts pursuant to Section 307(a) of the Act, or (4) whose discharge has a significant effect, either singly or in combination with other contributing industries, on the wastewater disposal system, the quality of sludge, the system's effluent quality, or emissions generated by the treatment system.

36. "Slug" - any discharge of water or wastewater which in concentration of any given constituent, or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes, more than five (5) times the average 24-hour concentration of flows during normal operation, and shall adversely affect the collection and/or performance of the wastewater treatment works.

37. "State Disposal System (SDS) Permit" - any permit (including any terms, conditions and requirements thereof) issued by the MPCA pursuant to Minnesota Statutes §115.07 for a disposal system as defined by Minnesota Statutes §115.01, Subdivision 8.

38. "Superintendent" - the utilities superintendent or a deputy, agent or representative thereof.

39. "Suspended Solids (SS) or Total Suspended Solids (TSS)" - the total suspended matter that either floats on the surface of, or is in suspension in water, wastewater or other liquids, and is removable by laboratory filtering as prescribed in "Standard Methods for the Examination of Water and Wastewater", latest edition, and referred to as non-filterable residue.



40. "Toxic Pollutant" - the concentration of any pollutant or combination of pollutants which upon exposure to or assimilation into any organism will cause adverse effects as defined in standards issued pursuant to Section 307(a) of the Act.

41. "Unpolluted Water" - water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards, and would not be benefitted by discharge to the sanitary sewers and wastewater treatment facilities. (See "Non-contact Cooling Water", No. 23.)

42. "User" - any person who discharges or causes or permits the discharge of wastewater into the City's wastewater disposal system.

43. "Wastewater" - the spent water of a community and referred to as sewage. From the standpoint of source, it may be 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.

44. "Wastewater Treatment Works or Treatment Works" - an arrangement of any devices, facilities, structures, equipment, or processes owned or used by the City for the purpose of the transmission, storage, treatment, recycling, and reclamation of municipal sewage, domestic sewage or industrial wastewater, or structures necessary to recycle or reuse water including interceptor sewers, outfall sewers, collection sewers, pumping, power, and other equipment and their appurtenances; extensions, improvements, remodeling, additions, and alterations thereof; elements essential to provide a reliable recycled water supply such as standby treatment units and clear well facilities; and any works including land which is used for ultimate disposal of residues resulting from such treatment.

45. "Watercourse" - a natural or artificial channel for the passage of water, either continuously or intermittently.

46. "WPCF" - the Water Pollution Control Federation.

Subd. 2. Control by the Utilities Superintendent. The Utilities Superintendent shall have control and general supervision of all public sewers and service connections in the City, and shall be responsible for administering the provisions of this ordinance to the end that a proper and efficient public sewer is maintained.

Subd. 3. Violations.

A. It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the City, or in any area under jurisdiction, any human or animal excrement, garbage or objectionable waste.

B. It shall be unlawful to discharge to any natural outlet any wastewater or other polluted waters, except where suitable treatment has been

provided in accordance with subsequent provisions of this ordinance and the City's NPDES/SDS Permit.

C. Except as provided hereinafter, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater.

D. The owner(s) of all houses, buildings, or properties used for human occupancy, employment, recreation or other purposes from which wastewater is discharged, and which is situated within the City and adjacent to any street, alley, or right-of-way in which there is now located, or may in the future be located, a public sanitary sewer of the City, shall be required at the owner(s) expense to install a suitable service connection to the public sewer in accordance with provisions of this Code, within thirty days of the date said sewer is operational, provided said public sewer is within 100 feet of the structure generating the wastewater. All future buildings constructed on property adjacent to the public sewer shall be required to immediately connect to the public sewer. If sewer connections are not made pursuant to this section, an official thirty (30) day notice shall be served instructing the affected property owner to make said connection.

E. In the event an owner shall fail to connect to a public sewer in compliance with a notice given under Subd. 3. D. of this Section, the City must undertake to have said connection made and shall assess the cost thereof against the benefitted property. Such assessment, when levied, shall bear interest at the rate determined by the City Council and shall be certified to the Auditor of the County of Kittson, Minnesota, and shall be collected and remitted to the City in the same manner as assessments for local improvements. The rights of the City shall be made in addition to any remedial or enforcement provisions of this Section.

#### Subd. 4. Private Wastewater Disposal.

A. Where a public sewer is not available under the provisions of Subd. 3. D. , the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this Subdivision.

B. Prior to commencement of construction of a private wastewater disposal system the owner(s) shall first obtain a written permit signed by the City. The application for such permit shall be made on a form furnished by the City, which the applicant shall supplement by any plans, specifications, and other information as are deemed necessary to the City.

C. A permit for a private wastewater disposal system shall not become effective until the installation is completed to the satisfaction of the City or its authorized representative. The City or its representative shall be allowed to inspect the work at any stage of construction, and, in any event, the applicant for the permit shall notify the City when work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within four hours of the receipt of notice.

D. The type, capacities, location, and layout of a private wastewater disposal system shall comply with all requirements of 6 MCAR

4.8040, entitled, "Individual Sewage Treatment System Standards". No septic tank or cesspool shall be permitted to discharge to any natural outlet.

E. At such time as a public sewer becomes available to a property serviced by a private wastewater disposal system, a direct connection shall be made to the public sewer within thirty (30) days in compliance with this Section, and within ten (10) days any septic tanks, cesspools, and similar private wastewater disposal systems shall be cleaned of sludge. The bottom shall be broken to permit drainage, and the tank or pit filled with suitable material.

F. The owner(s) shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times at no expense to the City.

G. No statement contained in this Section shall be construed to interfere with any additional requirements that may be imposed by the MPCA or the Department of Health of the State of Minnesota.

#### Subd. 5. Building Sewers and Connections.

A. Any new connection(s) to the sanitary sewer system shall be prohibited unless sufficient capacity is available in all downstream facilities including, but not limited to capacity for flow, BOD<sub>5</sub>, and Suspended Solids, as determined by the Superintendent.

B. No unauthorized person(s) 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 City.

C. Applications for permits shall be made by the owner or authorized agent and the party employed to do the work, and shall state the location, name of owner, street number of the building to be connected, and how occupied. No person shall extend any private building drain beyond the limits of the building or property for which the service connection permit has been given.

D. There shall be two (2) classes of building sewer permits: (a) for residential and commercial service, and (b) for service to establishments producing industrial wastes. In either case, the application shall be supplemented by any plans, specifications, or any other information considered pertinent in the judgment of the City. The industry, as a condition of permit authorization, must provide information describing its wastewater constituents, characteristics, and type of activity.

E. All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the owner(s). The owner(s) shall indemnify the City from any loss or damage that may be directly or indirectly occasioned by the installation of the building sewer.

F. A separate and independent building sewer shall be provided for every building, except where one building stands at the rear of another on an interior lot and no private sewer is available or can be

constructed to the rear building through an adjoining alley, court, yard, or driveway. The building sewer from the front building may be extended to the rear building and the whole considered one building sewer. The City does not and will not assume any obligation or responsibility for damage caused by or resulting from any such connection aforementioned.

G. Old building sewers may not be used in connection with new buildings only when they are found, on examination and test by the Superintendent or his representative, to meet all requirements of this Section.

H. The size, slopes, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling of the trench, shall all conform to the requirements of the State of Minnesota Building and Plumbing Code or other applicable rules and regulations of the City. In the absence of code provisions or in the amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9, shall apply.

I. 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.

J. No person(s) shall make connection of roof downspouts, foundation drains, areaway drains, or other sources of surface runoff or groundwater to a public sewer or indirectly to the wastewater disposal system.

*downspouts*

K. The connection of the building sewer into the public sewer shall conform to the requirements of the State of Minnesota Building and Plumbing Code or other applicable rules and regulations of the City, or the procedures set forth in appropriate specifications of the ASTM and the WPCF Manual of Practice No. 9. All such connections shall be made gastight and watertight, and verified by proper testing to prevent the inclusion of infiltration/inflow. Any deviation from the prescribed procedures and materials must be approved by the City prior to installation.

L. The applicant for the building sewer permit shall notify the City when the building sewer is ready for inspection and connection to the public sewer. The connection and inspection shall be made under the supervision of the superintendent or authorized representative thereof.

M. All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work, shall be restored in a manner satisfactory to the City.

N. No person shall make a service connection with any public sewer unless regularly licensed under this chapter to perform such work, and

no permit shall be granted to any person except such regularly licensed person.

O. Any person desiring a license to make a service connection with public sewers, shall apply in writing to the City Council with satisfactory evidence that the applicant or employer is trained or skilled in the business and qualified to receive a license. All applications shall be referred to the Superintendent for recommendations to the Council. If approved by the Council, such license shall be issued by the Clerk-Administrator upon the filing of a bond as hereinafter provided.

P. No license shall be issued to any person until a \$1,000.00 bond to the City, approved by the Council, is filed with the Clerk-Administrator conditioned that the licensee will indemnify and save harmless the City from all suits, accidents, and damage that may arise by reason of any opening in any street, alley, or public ground, made by the licensee or by those in the licensee's employment for any purpose whatever, and that the licensee will replace and restore the street and alley over such opening to the condition existing prior to installation, adequately guard with barricades and lights and will keep and maintain the same to the satisfaction of the Superintendent, and shall conform in all respects to the rules and regulations of the Council relative thereto, and pay all fines that may be imposed on the licensee by law.


Q. The license fee for making service connections is \$25.00. All licenses shall expire on December 31st of the license year unless the license is suspended or revoked by the Council for cause. Upon failure to apply for a license renewal prior to the expiration date thereof, the license fee for the ensuing year shall be \$30.00.

R. The Council may suspend or revoke any license issued under this article for any of the following causes:

1. Giving false information in connection with the application for a license.
2. Incompetence of the licensee.
3. Willful violation of any provisions of this Section or any rule or regulation pertaining to the making of service connections.

Subd. 6. Use of Public Services.

A. No person(s) shall discharge or cause to be discharged any unpolluted water such as stormwater, ground water, roof runoff, surface drainage, or non-contact cooling water to any sanitary sewer.

 B. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designed as storm sewers or to a natural outlet approved by the City and other regulatory agencies. Industrial cooling water or unpolluted process waters may be discharged to a storm sewer or natural outlet on approval of the City and upon approval and the issuance of a discharge permit by the MPCA.

C. No person(s) shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:

1. Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the wastewater disposal system or to the operation of the system. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, and sulfides.

2. Solid or viscous substances which will cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities such as, but not limited to, grease, garbage with particles greater than one-half ( $\frac{1}{2}$ ) inch in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastic, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes.

3. Any wastewater having a pH of less than 5.0 or greater than 9.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the wastewater disposal system.

4. Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to inhibit or disrupt any wastewater treatment process, constitute a hazard to humans or animals, or create a toxic effect in the receiving waters of the wastewater disposal system. A toxic pollutant shall include but not be limited to any pollutant identified pursuant to Section 307(a) of the Act.

D. The following described substances, materials, water, or wastes shall be limited in discharges to municipal systems to concentrations or quantities which will not harm either sewers, the wastewater treatment works treatment process or equipment, will not have an adverse effect on the receiving stream and/or soil, vegetation and ground water, or will not otherwise endanger lives, limb, public property, or constitute a nuisance. The Superintendent may set limitations lower than limitations established in the regulations below if, in his opinion, such more severe limitations are necessary to meet the above objectives. In forming his opinion as to the acceptability of wastes, the Superintendent will give consideration to such factors as the quantity of subject waste in reaction to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, the City's NPDES and/or SDS permit, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. The limitations or restrictions on materials or characteristics of waste or wastewaters discharged to the sanitary sewer which shall not be violated without approval of the Superintendent are as follows:

1. Any wastewater having a temperature greater than 150°F (65.6°C), or causing, individually or in combination with other wastewater, the influent at the wastewater treatment plant to have a temperature exceeding 104°F (40°C), or having heat in amounts which will inhibit biological activity in the wastewater treatment works resulting in interference therein.

2. Any wastewater containing fats, wax, grease, or oils, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 32°F and 150°F (0°C and 65.6°C); and any wastewater containing oil and grease concentrations of mineral origin of greater than 100mg/l, whether emulsified or not.

3. Any quantities of flow, concentrations, or both which constitute a "slug" as defined herein. (See Subd. 1. at No. 33.).

4. Any garbage not properly shredded, as defined in Subd. 1. at No. 28. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the preparation of food on the premises or when served by caterers.

5. Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes are capable of creating a public nuisance or hazard to life, or are sufficient to prevent entry into the sewers for their maintenance and repair.

6. If any wastewater with objectionable color not removed in the treatment process, such as, but not limited to dye wastes and vegetable tanning solutions.

7. Non-contact cooling water or unpolluted storm, drainage, or ground water.

8. Wastewater containing inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate) in such quantities that would cause disruption with the wastewater disposal system.

9. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the superintendent in compliance with applicable state or federal regulations.

10. Any waters or wastes containing the following substances to such degree that any such material received in the composite wastewater at the wastewater treatment works in excess of the following limits for such materials. The City Superintendent will establish limits for the substances listed at the right in order to comply with the City's NPDES discharge permit.

arsenic  
cadmium  
copper  
cyanide  
lead  
mercury  
nickel  
silver  
total chromium  
zinc  
phenolic compounds which cannot be  
removed by City's wastewater  
treatment system.

11. Any wastewater which creates conditions at or near the wastewater disposal system which violates any statute, rule, regulation, or ordinance of any regulatory agency, or state or federal regulatory body.

12. Any waters or wastes containing BOD<sub>5</sub> or suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the wastewater treatment works, except as may be permitted by specific written agreement subject to the provisions of Subdivision 6.P. of this Section.

E. If any waters or wastes are discharged or are proposed to be discharged to the public sewers which contain substances or possess the characteristics enumerated in D. of this Subdivision, and/or in which the judgment of the Superintendent, may have a deleterious effect upon the wastewater treatment facilities, processes, or equipment; receiving waters and/or soil, vegetation, and ground water; or which otherwise create a hazard to life or constitute a public nuisance, the City may:

1. Reject the wastes,
2. Require pretreatment to an acceptable condition for discharge to the public sewers, pursuant to section 307(b) of the Act and all addendums thereof,
3. Require control over the quantities and rates of discharge, and/or,
4. Require payment to cover the added costs of handling, treating, and disposing of wastes not covered by existing taxes or sewer service charges.

If the City permits the pretreatment or equalization of waste flows, the design, installation, and maintenance of the facilities and equipment shall be made at the owners' expense, and shall be subject to the review and approval of the City pursuant to the requirements of the MPCA.

F. No user shall increase the use of process water or, in any manner, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in



C. and D. of this Subdivision, or contained in the National Categorical Pretreatment Standards or any state requirements.

G. Where pretreatment or flow-equalizing facilities are provided or required for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation at the expense of the owner(s).

H. Grease, oil, and sand interceptors shall be provided when, in the opinion of the Superintendent, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts, as specified in D. 2., any flammable wastes as specified in C. 1., sand or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of the type to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors, the owner(s) shall be responsible for the proper removal and disposal of the captured materials by appropriate means, and shall maintain a record of dates and means of disposal which are subject to review by the Superintendent. Any removal and hauling of the collecting materials not performed by the owner's personnel, must be performed by a currently licensed waste disposal firm.

I. Where required by the City, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable structure, or control manhole, with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of wastes. Such structure shall be accessible and safely located, and shall be constructed in accordance with plans approved by the City. The structure shall be installed by the owner at his expense and shall be maintained by the owner to be safe and accessible at all times.

J. The owner of any property serviced by a building sewer carrying industrial wastes may, at the discretion of the City, be required to provide laboratory measurements, tests, or analyses of waters or wastes to illustrate compliance with this Section and any special condition for discharge established by the City or regulatory agencies having jurisdiction over the discharge. The number, type, and frequency of sampling and laboratory analyses to be performed by the owner shall be as stipulated by the City. The industry must supply a complete analysis of the constituents of the wastewater discharge to assure that compliance with Federal, State, and local standards are being met. The owner shall report the results of measurements and laboratory analyses to the City at such times and in such manner as prescribed by the City. The owner shall bear the expense of all measurements, analyses, and reporting required by the City. At such times as deemed necessary, the City reserves the right to take measurements and samples for analysis by an independent laboratory.

K. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this Section shall be determined in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association. Sampling methods, location, times,

duration and frequencies are to be determined on an individual basis subject to approval by the Superintendent.

L. Where required by the City, the owner of any property serviced by a sanitary sewer shall provide protection from an accidental discharge of prohibited materials or other substances regulated by this Section. Where necessary, facilities to prevent accidental discharges of prohibited materials shall be provided and maintained at the owner's expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the Superintendent for review and approval prior to construction of the facility. Review and approval of such plans and operating procedures shall not relieve any user from the responsibility to modify the user's facility as necessary to meet the requirements of this Section. Users shall notify the Superintendent immediately upon having a slug or accidental discharge of substances of wastewater in violation of this Section to enable countermeasures to be taken by the Superintendent to minimize damage to the wastewater treatment works. Such notification will not relieve any user of any liability for any expense, loss or damage to the wastewater treatment system or treatment process, or for any fines imposed on the City on account thereof under any State and Federal law. Employees shall insure that all employees who may cause or discover such a discharge, are advised of the emergency notification procedure.

M. No person, having charge of any building or other premises which drains into the public sewer, shall permit any substance or matter which may form a deposit or obstruction to flow or pass into the public sewer. Within thirty (30) days after receipt of written notice from the City, the owner shall install a suitable and sufficient catch basin or waste trap, or if one already exists, shall clean out, repair or alter the same, and perform such other work as the Superintendent may deem necessary. Upon the owner's refusal or neglect to install a catch basin or waste trap or to clean out, repair, or alter the same after the period of thirty (30) days, the Superintendent may cause such work to be completed at the expense of the owner or representative thereof.

N. Whenever any service connection becomes clogged, obstructed, broken or out of order, or detrimental to the use of the public sewer, or unfit for the purpose of drainage, the owner shall repair or cause such work to be done as the Superintendent may direct. Each day after fifteen (15) days that a person neglects or fails to so act shall constitute a separate violation of this Section, and the Superintendent may then cause the work to be done, and recover from such owner or agent the expense thereof by an action in the name of the City.

O. The owner or operator of any motor vehicle washing or servicing facility shall provide and maintain in a serviceable condition at all times, a catch basin or waste trap in the building drain system to prevent grease, oil, dirt or any mineral deposit from entering the public sewer system.

P. In addition to any penalties that may be imposed for violation of any provision of this Section, the City may assess against any

person the cost of repairing or restoring sewers or associated facilities damaged as a result of the discharge of prohibited wastes by such person, and may collect such assessment as an additional charge for the use of the public sewer system or in any other manner deemed appropriate by the City.

Q. No statement contained in this Section shall be construed as preventing any special agreement or arrangement between the City of Hallock and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the City for treatment, subject to payment therefor by the industrial concern, providing that National Categorical Pretreatment Standards and the City's NPDES and/or State Disposal System Permit limitations are not violated.

Subd. 7. No person(s) shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is part of the wastewater facilities. Any person violating this provision shall be subject to immediate arrest under the charge of a misdemeanor.

Subd. 8. User Rate Schedule for Charges. Each user of sewer service shall pay the charge(s) applicable to the type of service, and in accordance with the provisions set forth in Section 3.21.

Subd. 9. Powers and Authority of Inspectors.

A. The Superintendent or other duly authorized employees of the City, bearing proper credentials and identification, shall be permitted to enter all properties for the purpose of inspection, observations, measurement, sampling, and testing pertinent to the discharges to the City's sewer system in accordance with the provisions of this Section.

B. The Superintendent or other duly authorized employees are authorized to obtain information concerning industrial processes which have a direct bearing on the type and source of discharge to the wastewater collection system. An industry may withhold information considered confidential, however, the industry must establish that the revelation to the public of the information in question, might result in an advantage to competitors.

C. While performing necessary work on private properties, the Superintendent or duly authorized employees of the City shall observe all safety rules applicable to the premises established by the company, and the company shall be held harmless for injury or death to the City employees and the City shall indemnify the company against loss or damage to its property by City employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required in Subdivision 6. I. of this Section.

D. The Superintendent or other duly authorized employees of the City bearing proper credentials and identification shall be permitted to

enter all private properties through which the City holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the wastewater facilities lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

Subd. 10. Penalties.

A. Any person found to be violating any provision of this Section, shall be served by the City with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

B. Any person who shall continue any violation beyond the time limit provided for in A. of this Subdivision, shall be guilty of a misdemeanor, and on conviction thereof, shall be fined in the amount not exceeding \$500.00 for each violation. Each day in which any such violation occurs shall be deemed as a separate offense.

C. Any person violating any of the provision of this Section shall become liable to the City for any expense, loss, or damage occasioned by the City by reason of such violation.

SECTION 3.21. CHARGES FOR USERS OF CITY OF HALLOCK SEWER FACILITIES.

Subd. 1. The owners, lessees or occupants of all premises served by the municipal water and sewage system shall pay a monthly charge for sewer service and availability and benefit thereof equal to one-third (1/3) of the monthly charge for water.

Subd. 2. Charges, a Lien.

A. Each charge levied pursuant to this Subdivision shall be a lien against the property, and all such charges due on September 30 of each year, more than 180 days past due, and having been properly mailed to the occupant or owner of the premises, shall be certified by the City Council to the County Auditor, shall specify the amount thereof, the description of the premises, the name of the owner thereof, and the amount so certified shall be expended upon the tax rolls against such premises in the same manner as other taxes, and collected by the County Treasurer and paid to the City along with other taxes.

B. A penalty for late payment or nonpayment of the amount due shall be added to the amount due for the month following the month in which payment was received late or not at all. The penalty shall be computed by adding ten percent (10%) of the amount due if payment is not received by the tenth day of the month following the month in which the billing was mailed, except when the tenth day of the month falls on a Saturday or

Sunday, in which case the payment will be due on Monday following the tenth day of the month.

Subd. 3. Civil Action. Any charges levied pursuant to this Subdivision, and which have been properly sent to the occupant or owner and not paid, may be recovered in a civil action by the City in any court of competent jurisdiction.

Subd. 4. Funds From Sewer Service Charges.

A. Revenues collected for sewer service shall be deposited in a separate fund known as the "Sewer Service Fund". Income from revenues will be expended to offset the cost of operation, maintenance and equipment replacement for the facility and to retire the debt for capital expenditure.

B. Sewer service charges and the sewer service fund will be administered in accordance with the provisions of Subdivision 13 of this Section.

Subd. 5. Sewer Service Fund.

A. The City of Hallock hereby establishes a "Sewer Service Fund" as an income fund to receive all revenues generated by the Sewer Service Charge System, and all other income dedicated to the operation, maintenance, replacement and construction of the wastewater treatment works, including taxes, special charges, fees, and assessments intended to retire construction debt. The City also establishes the following accounts as income and expenditure accounts within the Sewer Service Fund:

1. Operation and Maintenance Account
2. Equipment Replacement Account
3. Debt Retirement Account

B. All revenue generated by the Sewer Service Charge System, and all other income pertinent to the treatment system, including taxes and special assessments dedicated to retire construction debt, shall be held by the Clerk separate and apart from all other funds of the City. Funds received by the Sewer Service Fund shall be transferred to the "Operation and Maintenance Account", the "Equipment Replacement Account", and the "Debt Retirement Account" in accordance with State and Federal regulations and the provisions of this Section.

C. Revenue generated by the Sewer Service Charge System sufficient to insure adequate replacement throughout the design or the useful life, whichever is longer, of the wastewater facility shall be held separate and apart in the "Equipment Replacement Account" and dedicated to affecting replacement costs. Interest income generated by the "Equipment Replacement Account" shall remain in the Equipment Replacement Account".

Subd. 6. The sewer service charge system shall take precedence over any terms or conditions of agreements or contracts which are inconsistent with the requirements of Section 204(b)(1)(a) of the Act and

Federal regulations 40 CFR (Code of Federal Regulations) 35.2140 of the Environmental Protection Agency's grant regulations.

(Sections 3.22 through 3.29, inclusive, reserved for future expansion.)

### SECTION 3.30. RULES AND REGULATIONS RELATING TO ELECTRICITY.

Subd. 1. There is hereby granted to Otter Tail Power Company, a division of Otter Tail Corporation, a Minnesota Corporation, its successors and assigns, hereinafter called the Grantee, for a period of twenty (20) years from and after the passage and approval of this Ordinance and during all of said time, subject to the conditions and requirements hereinafter set forth, permission to construct, install and maintain an electric light and power system and transmission lines and to operate and maintain the same within and through the City and to transmit electricity to and from other towns or cities for the purpose of light, power and heat and to erect, contract, install and maintain conduits, poles, wires, pipes and other necessary fixtures and attachments upon and under the streets, alleys, bridges and public grounds of said City of the purpose of furnishing and selling electricity for light, heat and power and such other purposes for which electricity may be used by the inhabitants of said City, said permission and franchise to become operative and continue under the conditions hereinafter set forth.

Subd. 2. Said Grantee shall use poles, wires, crossarms, equipment and devices to conform with the standards of construction adopted by the National Electrical Safety Code of the United States, Department of Commerce, and all apparatus connected therewith shall be located so as not to obstruct the avenues, streets and alleys of said City or to endanger persons or property or to hinder or to obstruct the use of said avenues, streets and alleys or public places by the inhabitants of said City, or public in general, or to interfere with any street, sidewalk, curb, gutter or park improvements that the City may deem proper to make along the lines of said avenues, streets and public places.

Subd. 3. All conduits, poles, wires and pipes installed by virtue of this Ordinance shall be installed in such places and in such manner as not unnecessarily to encroach upon streets, alleys, bridges, or public grounds and places of said City and so as not to unnecessarily obstruct the use thereof for the ordinary purpose of travel thereon, and the installation thereof shall be subject to the reasonable supervision and direction of the City Council of the said City. Whenever practicable, all poles shall be set in alleys, and poles now in position upon or along the streets, whenever practicable, shall be removed, and the locations of all of said poles shall be designated by the President of the City Council under the supervision of the City Council of the said City.

All poles where set in alleys shall be set at or near the boundary line thereof, and where set in streets shall be located at such distances, as shall be directed by the City, from the property line of the abutting owner, and shall be placed so as not to interfere with the construction or placing of any water pipes, sewers, or drains or the flow of water therefrom which have been or may be placed by authority of said City. In the event that said Grantee shall make any unnecessary obstructions or said streets, alleys, public grounds or

places not designated by the City Council, the City may cause the removal of such obstructions and charge and collect from such Grantee the actual cost of such removals.

Subd. 4. During the construction, maintenance or enlargement of any part of said electric light and power system, said Grantee shall not unnecessarily impede or block travel in said streets and highways in said City, and shall leave all streets, highways, alleys, sidewalks, curbs, lanes and public places and all grounds disturbed by said construction in good condition upon the completion of said work.

The City reserves the right for itself and its agents to make and adopt, and the rights and privileges thereby granted shall at all times be and remain subject to, such reasonable regulations of a police nature as it may deem necessary for the best interest of the City, but the City will not by any such regulations or by acts of its own or its agents do anything to prevent or interfere with the Grantee carrying on its business in accordance with the franchise hereby granted.

Subd. 5. Whenever the said Grantee in erecting, constructing and maintaining said lines or poles shall take up any of the pavements, sidewalks, crossings or curbs on any of the avenues, streets and alleys, or public places in said City or shall make any excavations thereon; said excavations shall be refilled and the sidewalk, crossing or curb replaced under the direction of the said City and any excavation so made shall be properly lighted at night during the construction, and in case of the failure to do so on the part of the said Grantee, then the said City may do the same at the expense of said Grantee and said Grantee agrees to pay said City for the reasonable cost or value of said work. Said Grantee shall be liable for all loss or damage caused by the negligence of Grantee, which may result to persons or property within the said City, caused by it, or its agents, servants, or employees in erecting, operating and maintaining the said electric system within said City, and shall at all times save the City harmless from any and all damages to persons or property in erecting, operating or maintaining said electric system.

Subd. 6. There is granted to said Grantee, its successors and assigns, during the term hereof, permission and authority to trim all trees in alleys, streets and public grounds of said City so as to remove all parts of said trees interfering with the proper erection, maintenance and operation of poles, cables, wires, masts or other fixtures, or appliances installed or to be installed pursuant to authority hereby granted.

Said Grantee shall have full right and authority to assign to any person, persons, firm or corporation all the rights that are given it by this Ordinance, provided, that the assignee of such rights by accepting such assignment shall become subject to the terms and conditions of this Ordinance.



Subd. 7. The Grantee shall use due diligence and care in furnishing electric service as herein provided but shall not be liable for any loss or damage which may arise from failure of the service, either partial or total, but this shall not be construed to exempt said Grantee from liability for negligence.

Subd. 8. The rate to be charged by said Grantee in the said City shall be filed with the Public Utilities Commission of the State of Minnesota, and no increase or decrease in said rates shall be made except with the rules and regulations of the Public Utilities Commission.

Subd. 9. This contract shall be subject to any present or future laws of a regulatory nature enacted by the State of Minnesota, or any amendment or addition to such laws, and further shall be subject to the rules and regulations laid down by the Public Utilities Commission of the State of Minnesota.

Subd. 10. This Ordinance shall take effect and be in full force from and after its passage by the City Council and its publication as required by statute. The said Grantee shall specify its acceptance of this franchise in writing, to be filed with the City Clerk and in no event shall this Ordinance be binding on said Grantee until the filing of such acceptance.

Source: Ordinance No. 187  
Effective Date: 07/07/08

(Sections 3.31 through 3.39, inclusive, reserved for future expansion)

SECTION 3.40. RULES AND REGULATIONS RELATING TO WATER SERVICE.

Subd. 1. Deficiency of Water and Shutting Off Water. The City is not liable for any deficiency or failure in the supply of water to consumers whether occasioned by shutting the water off for the purpose of making repairs or connections or by any other cause whatever. In case of fire, or alarm of fire, water may be shut off to insure a supply for fire fighting. In making repairs or construction of new works, water may be shut off at any time and kept off so long as may be necessary.

Subd. 2. Repair of Leaks.

A. It is the responsibility of the consumer or owner to maintain the service pipe from the main curb stop into the house or other building. In case of failure upon the part of any consumer or owner to repair any leak occurring in his service pipe within twenty-four (24) hours after oral or written notice has been given the owner or occupant of the premises, the water may be shut off and will not be turned on until a reconnection charge has been paid and the water service has been repaired. When the waste of water is great or when damage is likely to result from the leak, the water will be turned off if the repair is not proceeded with immediately.

B. The Water Department will, without expense to the owner of the property, make all necessary repairs to a street service connection from and including the curb box to the water main.

Subd. 3. Abandoned Service Penalties. All service installations connected to the water system that have been abandoned or, for any reason, have become useless for further service shall be disconnected at the main. The owner of the premises, served by this service, shall pay the cost of the excavation. The City shall perform the actual disconnection and all pipe and appurtenances removed from the street right-of-way shall become the property of the City. When new buildings are erected on the site of old ones, and it is desired to increase the old water service, a new permit shall be taken out and the regular tapping charge shall be made as if this were a new service. It is unlawful for any person to cause or allow any service pipe to be hammered or squeezed together at the ends to stop the flow of water, or to save expense in improperly removing such pipe from the main. Also, such improper disposition thereof shall be corrected by the City and the cost incurred shall be borne by the person causing or allowing such work to be performed.

Subd. 4. Service Pipes. Every service pipe must be laid in such manner as to prevent rupture by settlement. The service pipe shall be placed not less than 8 feet below the surface in all cases so arranged as to prevent rupture and stoppage by freezing. Service pipes must extend from the curb stops to the inside of the building; or if not taken into a building then to the hydrant or other fixtures which they are intended to supply. A valve, the same size as the service pipe, shall be placed close to the inside wall of the building, ahead of the meter and well protected from freezing. Joints on copper tubing shall be flared and kept to a minimum. Not more

than one joint shall be used for a service up to 70 feet in length. All joints shall be left uncovered until inspected. Minimum size connection with the water mains shall be 3/4th" nominal diameter.

Subd. 5. Private Water Supplies. No water pipe of the City water system shall be connected with any pump, well, pipe, tank or any device that is connected with any other source of water supply and when such are found, the City shall notify the owner or occupant to disconnect the same and, if not immediately done, the City water shall be turned off. Before any new connections to the City system are permitted, the City shall ascertain that no cross-connections will exist when the new connection is made. When a building is connected to "City Water" the private water supply may be used only for such purposes as the City may allow.

Subd. 6. Restricted Hours for Sprinkling. Whenever the City shall determine that a shortage of water threatens the City, it may limit the times and hours during which water may be used from the City water system for lawn and garden sprinkling, irrigation, car washing, air conditions, and other uses, or either or any of them. It is unlawful for any water consumer to cause or permit water to be used in violation of such determination after public announcement thereof has been made through the news media specifically indicating the restrictions thereof.

Subd. 7. Private Fire Hose Connections. Owners of structures with self-contained fire protection systems may apply for and obtain permission to connect the street mains with hydrants, large pipes, and hose couplings, for use in case of fire only, at their own installation expense and at such rates as the Council may adopt by resolution as herein provided.

Subd. 8. Opening Hydrants. It is unlawful for any person, other than members of the Fire Department or other person duly authorized by the City, in pursuance of lawful purpose, to open any fire hydrant or attempt to draw water from the same or in any manner interfere therewith. It is also unlawful for any person so authorized to deliver or suffer to be delivered to any other person any hydrant key or wrench, except for the purposes strictly pertaining to their lawful use.

Subd. 9. Unmetered Service. Unmetered service may be provided for construction, flooding skating rinks, and any other purpose. Such service shall be at a duly adopted rate. Where it is difficult or impossible to accurately measure the amount of water taken, unmetered service may be provided and the unmetered rate applied; provided, however, that by acceptance thereof the consumer agrees to have the City estimate the water used. In so estimating the City shall consider the use to which the water is put and the length of time of unmetered service.

Subd. 10. Code Requirement. All piping, connections and appurtenances shall be installed and performed strictly in accordance with the Minnesota Plumbing Code. Failure to install or maintain the same in accordance therewith, or failure to have or permit required inspections shall, upon discovery by the City, be an additional ground for termination of water service to any consumer.

Subd. 11. Connection Fees. Service shall be furnished only after proper application has been made and connection fees paid in full.

SECTION 3.41. WATER SERVICE RATES AND CHARGES.

Subd. 1. Consumption Rate.

A. The first 2,000 gallons or fraction thereof consumed during the month shall be charged at the rate of \$6.65.

B. The water consumed in excess of 2,000 gallons shall be charged at the rate of 23 cents per hundred gallons.

C. A meter charge of \$.50 will also be added to the water charge but no sales tax or sewer will be charged on this amount.

Source: Ordinance No. 135  
Effective Date: May 1, 1978

(Sections 3.42 through 3.59, inclusive, reserved for future expansion.)

SECTION 3.60. RULES AND REGULATIONS RELATING TO GAS SERVICE.

Subd. 1. Definitions. For the purpose of this section, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

1. "City" is the City of Hallock, Minnesota.
2. "Board" or "trustees" is the Council of the City of Hallock, Minnesota.
3. "Consumer" is any person using gas, including gas for residential, commercial or industrial purposes or any combination of such purposes.
4. "Gas" is artificial gas, natural gas, or mixed gas, consisting of both artificial and natural gas.
5. "Gas Appliance" is any domestic appliance such as stove, heater, burner, water heater, or other appliance or device used for burning gas or using gas in its operation.
6. "Gas Facility" is piping, fittings, meters, and other facilities used for the distribution, transmission or the delivery of gas or for use in gas appliances.
7. "Gas Fitter" is any person who constructs, installs, extends, alters, or repairs any gas facility or gas appliance.
8. "Gas Inspector" is the gas inspector of the City of Hallock, Minnesota (officer charged with the responsibility of inspecting gas facilities, gas appliances and performing other functions as herein prescribed, all as determined by the Council).
9. "Permittee" is the person having a valid permit issued hereunder.
10. "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.

Subd. 2. License.

A. No person shall construct, install, extend, alter, repair or improve any gas facility or gas appliance within the village unless such person has first procured a gas fitter's license therefor from the Gas Inspector as provided herein. All applications for such license shall be in writing upon forms to be prescribed by the Gas Inspector. All licenses issued under the provisions of this section shall expire within one year from the date of issuance unless sooner revoked as herein provided, shall be

non-transferable and shall be posted conspicuously to public view in the principal place of business of the licensee. The provisions of this section apply only to such work as is performed on the property or premises of consumers.

B. With each application for such licenses a surety bond in the amount of at least \$1,000.00 shall be filed with the Clerk-Administrator but the Council may require a larger bond.

C. Copies of public liability and property damage insurance policies shall be filed with the Clerk-Administrator for the life of each license. Public liability insurance shall not be less than \$50,000.00 for injuries including accidental death of one person and, subject to the same limit for each person in the amount of not less than \$100,000.00 on account of one accident and property damage insurance in the amount of not less than \$25,000.00.

D. All applicants for gas fitter's license shall take such an examination and possess such qualifications as shall be determined by the City Council by resolution.

E. The license fee for a gas fitter shall be the sum of \$50.00 for each calendar year or part thereof, provided that the license fee for the year in which the examination before the Board of Examiners is given shall be reduced by the amount paid as an examination fee. Any licensee who at the end of the calendar year holds a license in good standing may upon payment of the required license fee obtain a new license for the year following without the necessity of submitting to a re-examination, provided however, that the Gas Inspector shall have the authority to require any prior licensee who has not renewed his license for a period of two consecutive years to submit to another examination in accordance with provisions hereof.

### Subd. 3. Permits.

A. No person shall construct, install, extend, alter or repair a gas facility or a gas appliance without first obtaining a permit to do such work from the Gas Inspector; provided, however, that a permit hereunder is not required for setting or connection to a gas distribution line any gas stove or room heater or for the repair of leaks in any gas facility. The gas utility shall be required to obtain any permit hereunder in the performance of any work pertaining to its own gas system. The provisions on this section shall apply only to such work as is performed on the property or premises of consumers.

B. Provisions of Permit. Each permit shall state the kind of work to be performed thereunder and that it shall be unlawful for any person to do or perform any work other than that designated in said permit. Such permit shall also state the location by street and number of the consumer's premises where such work is to be done and shall be valid only for the location so stated. A separate permit shall be issued for each consumer's premises, and shall terminate 90 days after issuance unless extended by the Gas Inspector for good and sufficient cause.

C. Emergencies. In the event of any emergencies endangering the life, health, safety or property of any person necessitating immediate repairs to any gas facility or gas appliance the owners of such gas facility or appliance without first obtaining a permit hereunder shall take or cause to be taken immediate emergency action for the protection of life, health, safety and property through such appropriate measure as may be required to cure or remedy the dangerous conditions and not later than the next succeeding business day such owner shall apply for a permit as required hereunder.

D. Gas Utility Facility. No person, unless in the employ of the gas company or having express authorization of the gas company shall repair, alter or open a gas facility of the gas company or set or remove a gas service meter or do any work on the gas supply system of the gas utility.

E. Rough Piping Inspection. Rough piping inspection shall be made by the Gas Inspector after all piping authorized by the permit has been installed before such piping has been covered or concealed or any fixture or gas appliance has been attached thereto.

F. Temporary Use of Gas. When only the temporary use of gas is desired, the Gas Inspector upon application may issue a permit for a temporary use for a period not exceeding 60 days, provided that the consumer's gas facility is given a test similar to that required for any facility for which a longer use is contemplated.

G. Tests of the Final Piping Inspection. Tests or final piping inspection shall be made by the Gas Inspector after all piping authorized by the permit has been installed and after all portions thereof which are to be concealed by plaster or otherwise have been installed but before being concealed and before any fixtures or gas appliances have been attached thereto. This inspection shall include a pressure test at which time the piping shall stand an air pressure of 10 pounds per square inch for a period of at least 15 minutes without any perceptible drop in pressure. All tools, apparatus, labor and assistance necessary for the test shall be furnished by the permittee.

H. Inspection Where Gas Not Used for One Year. A new permit shall be required for a consumer's premises which has already been piped for gas but in which no gas has been used for a period of 12 consecutive months or more.

I. Certificate of Approval. Upon the completion of the work for which a permit has been issued the Gas Inspector shall issue a certificate of approval if, after inspection, it is found that such work has complied with the provisions of this section and has been performed in full conformity with this section. A duplicate of each certificate of approval shall be delivered to the gas utility and used as its authority to grant gas service. The form and contents of such certificate shall be prescribed by the Gas Inspector.

J. Defective Work or Materials. If the inspection shall show that defective materials have been used or defective workmanship has been

performed in the construction, installation, alteration, repair or extension of any gas fixture in or on any consumer's premises, such defective materials or work shall be replaced by the permittee within three days, after which the Gas Inspector shall reinspect the replaced materials or work.

K. Disconnection of Dangerous or Defective Facilities. The Gas Inspector is authorized to cause to be disconnected any gas facility or appliance connected before a certificate of approval has been issued which upon inspection shall be found defective or in such condition as to endanger life, health, safety or property. In all cases where such disconnection is made a notice shall be affixed thereto and shall state that the same has been disconnected by the Gas Inspector, together with the reason or reasons therefor and it shall be unlawful for any person to remove said notice or to re-connect said gas facility or appliance until authorized by the Gas Inspector to do so.

L. Effect of Permit. The issuance or granting of a permit shall not be deemed or construed to be a permit for or approval of any violation of the provisions of this section or any other law. No permit purporting to give authority to violate or cancel the provisions of this section shall be valid.

Subd. 4. Gas Utility's Refusal of Service. The gas utility is authorized to discontinue or refuse to supply gas for any facility, or gas appliance for which it may find to be defective or leaky or in such condition as to endanger life, health, safety or property. In such case, the gas utility shall immediately give written notice of discontinuance or refusal of service to the consumer. It shall be unlawful for any persons to reconnect said gas facility or appliance until authorized by the Gas Inspector.

Subd. 5. Applicable Standards.

A. The construction, installation, extension, maintenance, alteration or repair of any gas facility, gas appliance, vent or vent connector or any other work pertaining to gas facilities and gas appliances within the purview of this section shall be performed in accordance with the provisions of this section and with the requirements, "Standards and Provisions of the National Board of Fire Underwriters for the Installation of Gas Appliances and Gas Piping" - Bulletin NBFU No. 54, all such code provisions being on file in the office of the Clerk-Administrator and available for public inspection and being hereby adopted by reference and incorporated in this section to the same extent as if included in verbatim form and constituting standards of the city for the purposes of this section. In the event any of the provisions of such codes conflict with any of the provisions of this section, the provisions of this section shall govern and be controlling. All amendments and additions to the provisions of said codes when ordered by the Council to be filed with the Clerk-Administrator shall thereupon become amendments and addition hereto and shall have the same force and effect as the original codes herein identified provided that if any provision of such amendments and additions are in conflict with any of the provisions of this section, the provisions of this section shall govern and be controlling.



B. No person shall permit or suffer any vent to unduly annoy the residents, occupants or owners of any building in the neighborhood. If such annoyance is caused by any vent, the Gas Inspector shall cause the vent to be altered, relocated or improved or carried to such heights as may be necessary for the protection of the neighboring property.

C. All heating appliances which are converted to gas shall be vacuumed, cleaned and brushed down.

D. Hereafter it shall be unlawful for any person to install or use any new gas appliance which has not been approved by the Gas Inspector. If a new gas appliance is approved by the "American Gas Association Testing Laboratories" or "Underwriters Laboratories, Inc." it shall be considered an approved appliance within the meaning of this section provided it is marked or labeled with a distinctive trademark or name as a means of identification and bears information showing the approval of such laboratories and the rated heat input in B.T.U. per hour. All new hot water heaters and heating appliances shall also be equipped with an American Gas Association approved, complete shut-off type pilot. Used gas appliances hereafter installed for use on consumer's premises shall be approved by the gas inspector for safety and shall be identified accordingly.

E. In no case shall a gas appliance be fired or adjusted to pass a greater amount of gas than the rated capacity of the particular gas appliance.

F. Repairs or alterations to gas facilities or gas appliances shall be made with such materials by such methods and according to such standards as are provided for by this section for new work except when in the opinion of the Gas Inspector it is impractical to do so.

G. Before a gas supply is furnished by the gas utility to a consumer who has previously been using butane or other liquified petroleum gases the gas utility shall properly adjust all appliances to insure safe operation of the burners and proper combustion of the gas.

H. No person shall install or use any device intended as an adjunct or addition to a gas appliance or to be suspended above or wholly or partially to enclose any burner of a gas appliance in such manner as to reduce the effectiveness of the ignition of the gas issuing from the burner or impair combustion of said burner. No person shall cause gas supplied by the gas utility to by-pass the meter by which the amount of gas supplied by the utility is measured.

Subd. 5. Revocation or Suspension of License. Any license granted under provisions of this section may be suspended or revoked by the Gas Inspector whenever it shall be made to appear to him that the person to whom the license is issued has violated any of the provisions of this section. In the event the Gas Inspector shall suspend or revoke said license he shall cause to be served upon the licensee a formal order of suspension or revocation of said license which order shall recite the reason therefor. An appeal from any order of the Gas Inspector suspending or revoking a license granted hereunder may be taken to the Council within ten (10) days after

service upon the licensee of the order of suspension or revocation. Action by the Council upon such revocation or suspension shall be deemed final. The suspension or revocation of a license shall not entitle the licensee to a refund of any unearned portion of the fee paid. Any order provided for in this section shall be served either by delivering a copy personally upon the licensee or by leaving a copy with some person of suitable age and discretion at the place of business of the licensee or if no person may be found at the place of business of the licensee, by leaving such order in a conspicuous place on the premises and mailing a copy of the order to the licensee at his place of business as set forth in his application for a license.

Subd. 6. Duties and Functions of Gas Inspector. The Gas Inspector shall, and is authorized and directed to, enforce the provisions of this section and shall promulgate and enforce reasonable rules and regulations for carrying out its provisions and intent. The Gas Inspector, upon presentation of proper credentials, may enter any building or premises at reasonable times for the purpose of making inspections and ascertaining whether there has been compliance with the provisions of this section. It shall be the duty of the Gas Inspector to confer, from time to time, with the local health department and the local fire department and otherwise obtain from proper sources all helpful information and advice respecting the safe and proper operation of gas facilities and gas appliances, and he shall present to the Council recommendations for its consideration with reference thereto.

Subd. 7. Liability of the City. This section shall not be construed as imposing upon the city or any official or employee thereof any liability or responsibility for damages to any person injured by any defect in any gas facility or appliance or by any work in connection therewith; nor shall the city or any official or employee thereof be deemed to have assumed any such liability or responsibility by reason of inspection authorized hereunder or by the issuance of any certificate of approval, permit or license hereunder by the Gas Inspector.

Subd. 8. Separability. Should any subdivision or provision of this section be held to be unconstitutional or invalid by any Court, all other subdivisions or provisions shall, nevertheless, be deemed effective and valid as though such unconstitutional or invalid subdivision or provision had never been inserted in this section.

Subd. 9. Penalties. Any violation of the provisions of this section shall constitute a misdemeanor.

Source: Ordinance No. 102  
Effective Date: August 6, 1962.

(Sections 3.61 through 3.64, inclusive, reserved for future expansion.)

SECTION 3.65. CABLE TELEVISION FRANCHISE.

Subd. 1. Title. This Ordinance shall be known and may be cited as the "Wikstrom Systems Communications Franchise Ordinance."

Subd. 2. Definitions. For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

A. "Basic Service" or "Basic Broadcast Service" means any service tier which includes the lawful retransmission of local television broadcast signals.

B. "Cable Service" means:

1. The one-way transmission to Subscribers of (i) video programming, or (ii) other programming services, or (iii) any other lawful communication service, and

2. Subscriber interaction, if any, which is required for the selection or use of such video programming service.

C. "City" shall mean the City Council of Hallock, Minnesota.

D. "City Council" shall mean the City of Hallock, Minnesota.

E. "Cable Communications System", "Cable System" or "System" means a facility consisting of a set closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community.

F. "Class IV Channel" means a signaling path provided by a Cable Communications System to transmit signals of any type from a Subscriber terminal to another point in the Cable Communications System.

G. "FCC" is the Federal Communications Commission of the United States.

H. "Franchise" means this cable communications franchise ordinance including a renewal of this ordinance, which authorizes the ownership, construction and operation and maintenance of a Cable Communications System.

I. "Franchise" is Wikstrom Systems, LLC, its affiliates or successor in accordance with the provisions of this Franchise.

J. "Franchise Area" means the entire geographic area within the City as it is now constituted or may in the future be constituted subject to the line extension specifications in Section N(4) herein.

K. "Pay Television" means the delivery over the system of pay-per-channel or pay-per-program audio or video signals to Subscribers for a fee or charge, in addition to the charge for Basic Service or Cable Service.

L. "Person" shall mean any person, firm, partnership, association, corporation, limited liability entity or organization of any kind and any other legally recognized entity.

M. "Street" means the space above and below each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within City limits: street, road, highway, freeway, waterway, lane, alley, path, court, sideway, parkway or drive or any easement, right-of-way or similar public property.

N. "Subscribers" are those persons lawfully contracting to receive cable communications services furnished under this Franchise by Franchisee.

Subd. 3. Compliance with Minnesota Statutes, Chapter 238. This Franchise shall at all times be in compliance with Minnesota Statutes Chapter 238. It shall be unlawful for any Person to construct, operate or maintain a Cable System in the City unless such Person shall have first obtained and shall currently hold a valid cable communications franchise. All cable communications franchises granted by the City shall contain terms and conditions no more favorable or less burdensome than those contained herein in accordance with the provisions of Minn. Stat. Chapter 238.08 subd. 1(b).

Subd. 4. Compliance with State and Federal Laws. The Franchisee and the City shall conform to all state laws and rules regarding cable communications not later than one (1) year after they become effective, unless otherwise stated, and to all federal laws and regulations regarding cable communications, as they become effective. The Franchisee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable Franchisee to exercise its rights and perform its obligation under this Franchise and ensure uninterrupted service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in

conflict with the provisions hereto, the rules of the FCC, federal, state or local law or any other body having lawful jurisdiction thereof.

Subd. 5. Franchise Term. This Franchise shall extend for an initial term of fifteen (15) years and shall automatically renew for an additional term of fifteen (15) years unless either Franchisee or City provides written notice six (6) months prior to franchise expiration. If such written notice is provided, the parties agree to conduct franchise renewal proceedings in accordance with 47 U.S.C. Section 546 (a-g) or other applicable state and federal law.

Subd. 6. Franchise Exclusivity. This Franchise is nonexclusive.

Subd. 7. Sale or Transfer. The Franchisee shall not sell or otherwise transfer its rights so as to allow a new controlling interest under this Franchise without the prior written consent of the City which consent shall not be unreasonably withheld, delayed or conditioned. Any such sale, transfer or assignment shall be subject to, and completed pursuant to Minnesota Statutes Section 238.083. The City hereby consents to the assignment by the Franchisee of its rights under this Franchise to any Person controlling, controlled by or under common control with Franchisee.

Subd. 8. Rates and Installation Charges. A copy of the current rates and charges assessed by Franchisee shall be provided to the City upon request. The Franchisee may, in its sole discretion, establish a modified billing rate for seasonal Subscribers in accordance with applicable state and federal laws. All Subscribers, as a condition of receiving Cable Service, shall agree to the terms and conditions imposed upon the Franchisee by Franchisee's Cable Service suppliers. Nothing herein shall limit the right of Franchisee to impose upon its Subscribers state or local sales taxes, franchise fees, other legally permissible fees, or specific copyright fees for special programming events.

Subd. 9. Rates Change Procedure. The Franchisee shall notify its Subscribers and/or publish any proposed changes in rates or charges at least thirty (30) days in advance of the effective date for such changes. The City may regulate the rates for the provision of Basic Service provided over the Cable System to the extent permitted by federal law. In exercising its jurisdiction to regulate any such rates, the City will adhere to the regulations adopted by the FCC at 47 C.F.R. § 76.900 et seq. as they may be amended from time to time. In the event that the City elects to regulate rates it shall, after notice, hold a public hearing for the consideration of views of interest parties with respect to initial rates filed. The terms of any Subscriber contracts utilized by Franchisee shall be made available to City upon request.

Subd. 10. Liability Insurance. The Franchisee shall indemnify and hold harmless the City at times during the term of the Franchise for Franchisee's negligent acts and shall maintain throughout the term of the Franchise liability insurance in the amount of not less than \$1,000,000.00 combined limits insuring both the City and the Franchisee with regard to all

damages and penalties which they may legally be required to pay as a result of the exercise of the Franchise.

Subd. 11. Liability for Injury to Franchise. Nothing in this Franchise shall relieve any Person from liability arising out of injury to the Franchisee or the Franchisee's property, including without limitation injury occurring as a result of performing any work connected with grading, regarding or changing the line of any Street or public place or with the construction or reconstruction of any sewer or water system.

Subd. 12. Public Hearing Re: Franchisee's Credentials. The Franchisee's technical ability, financial condition, and legal qualifications were considered and approved by the City in a full public hearing proceeding affording reasonable notice and a reasonable opportunity to be heard.

Subd. 13. Channel Capacity. The Franchisee shall construct and/or maintain a Cable System capable of transmitting from its head end in the frequency band of 54 to 300 MHz, which will allow for a minimum of 40 channels. The Cable System will also be designed to allow reception at its head end in the frequency band of 5 to 30 MHz, which will allow for up to 4 channels. Nothing in this section shall prevent the Franchisee from upgrading the Cable System when the need arises, taking into consideration the costs associated with any such upgrade.

Subd. 14. Construction Schedule. If the System, or subsequent rebuilds or extensions, proposed for the Franchise Area consist of fewer than one hundred (100) plant miles of cable:

A. Within ninety (90) days of a proposed upgrade, Franchisee shall apply for all necessary governmental permits, licenses, certificates, and authorizations;

B. The energized trunk cable must be extended substantially throughout the Franchise Area within two (2) years after receipt of the necessary governmental permits, licenses, certificates, and authorizations and the persons along the route of the energized cable shall have individual drops as desired during the same period of time; and

C. The above stated requirements may be waived by City upon occurrence of acts beyond the reasonable control of Franchisee or acts of God. The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of this Franchise and to make such tests at its own expense as it shall find necessary to ensure compliance with the terms of this Franchise and the applicable provisions of local, state federal law.

D. This Franchise is granted for the Franchise Area. In the event of annexation by the city, or as development occurs, any new territory shall become part of the area covered;

provided however, that Franchisee shall not be required to extend service beyond its present Cable System boundaries. Franchisee shall use commercially reasonable efforts to extend the Cable System and provide Cable Service to all households within the Franchise Area when practical and financially feasible. Franchisee shall, upon request, provide the City with a written explanation regarding the feasibility of extending the Cable System within the Franchise Area to areas which are not served by Franchisee. Nothing in this Franchise shall prevent Franchisee from extending the Cable System or from entering into mutually acceptable agreements with other parties regarding the extension of the System to unserved households. Access to Cable Service shall not be denied any group of potential cable Subscribers because of the income of the residents.

Subd. 15. Easements and Construction Authorizations. The City hereby grants unto the Franchisee an easement under, over and across its municipal properties, including, but not limited to roads, Streets, sidewalks, and driveways and all public places for the purpose of constructing and operating and maintaining a Cable System. Franchisee's duty to provide cable communication service to any Subscriber or Subscribers is conditioned upon the receipt of Franchisee of necessary easements from private parties without unreasonable cost or effort to Franchisee. Franchisee shall have the right, but not the obligation, to utilize its Cable System to provide any other communications services as may be permitted in accordance with applicable laws. This Franchise shall govern only the provision of Cable Services over the Cable System.

The Franchisee shall obtain a permit from the proper municipal authority before commencing construction of any communications system, including the opening or disturbance of any road, Street, sidewalk, driveway, or public place. If the Franchisee fails to meet the conditions of the permit, the City shall have the right to correct or cause to be corrected, at the sole expense of the Franchisee, any violations of the conditions of the permit such as the return of land to its previous grading and the cleanup of construction debris.

Subd. 16. Compliance with applicable Codes. All wires, conduits, cable and other property and facilities of the Franchisee shall be located, constructed, installed, and maintained in compliance with applicable codes. The Franchisee shall keep and maintain all of its property so as not to unnecessarily interfere with the usual and customary trade, traffic, or travel upon the Streets and public places of the Franchisee Area or endanger the lives or property of any Person.

Subd. 17. Relocation of Plant. The following procedure shall be used by the Franchisee and City for the relocation or removal of the Franchisee's wires, conduits, cables and other property located in a Street, right-of-way, or public place whenever the City undertakes public improvements which affect the Franchisee's property.

The City shall give ninety (90) days written notice to the Franchisee of the actions it wishes the Franchisee to take with the respect to the relocation or removal of the Franchisee's

equipment and shall allow a reasonable period of time thereafter to complete such request. The Franchisee shall, at its expense, protect, support, temporarily disconnect, relocate, or remove its property when required by the City for the purpose of undertaking any public improvements.

Any other Person requesting relocation removal of the Franchisee's property shall, as a condition of such requests, be required to pay to the Franchisee in advance an amount of money sufficient for reimbursement of all costs of such relocation or removal. Any Person which damages Franchisee's property shall reimburse the Franchisee for the cost of all necessary repairs and testing and for the loss of revenues, if any, to the Franchisee caused by an interruption of Cable Service due to the damaging of Franchisee's property.

Subd. 18. Technical Standards. The rules and regulations contained in subpart K of part 76 of the FCC's rules and regulations relating to cable communications systems are required to be adhered to by Franchisee unless or until, superseded by any future federal or state standards during the term of this Franchise. The Franchisee shall, upon request, meet with City to discuss the availability of technological innovations attempt to establish priorities for making such innovations available.

Subd. 19. Special Testing. In the event that special testing is required to determine the source of technical difficulties, the Franchisee shall be responsible for the costs of special testing to the extent such testing reveals that Franchisee has not complied with FCC technical standards.

Subd. 20. Nonvoice Return Capability. The Franchisee shall provide a Cable Communications System having the technical capability for nonvoice return communications. Nothing therein can be construed to require the Franchisee to supply or otherwise provide to the Subscribers any terminal equipment or device necessary to utilize the nonvoice return capability of the System. The Franchisee shall provide such a capability upon request by a Subscriber with respect to the energized cable, cable "drops" and connections. Upon such request Franchisee shall propose rates and charges to apply to installation and use of such capability by Subscribers.

Subd. 21. Subscriber Privacy. No signals of a Class IV cable communications channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. The request for such permission shall be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which shall be renewed at the option of the Subscriber. No penalty shall be invoked for Subscribers failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be



required for each type or classification of Class IV cable communications activity planned for the purpose of monitoring individual viewing patterns or practices.

No information or data obtained by monitoring the transmission of a signal from a Subscriber terminal, including but not limited to lists of the names and addresses of such Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Franchisee and its employees for internal business use, and to the Subscriber who is the subject of that information, unless Franchisee has received specific written authorization from the Subscriber to make such data available.

Written permission from the Subscriber shall not be required for the Systems conducting system wide or individually addresses electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth.

Subd. 22. Subscriber Complaints. All reasonable complaints by the City, Subscribers, or other citizens regarding the quality of service, equipment malfunction, billing disputes, and any other matters relative to the Cable Communications System shall be promptly investigated by the Franchisee.

Complaints regarding the quality of service, equipment malfunctions, and similar matters shall first be directed to Franchisee's office. Should Franchisee fail to satisfy a reasonable complaint, it may then be directed to the City for investigation. In response to a complaint, Franchisee shall be afforded a reasonable opportunity to present written and oral statements of its position. Appeal from the action of the City may be made to the appropriate judicial or administrative forum.

Subd. 23. Repairs or Complaints. To the extent required by federal law and requested by the City, Franchisee will print the name, address and telephone number of the City and the FCC's telephone number or address, on all monthly Subscriber bills who reside in the Franchise Area. The Franchisee shall provide a toll-free or collect telephone number for the reception of Subscriber complaints from the Franchise Area and shall maintain a repair service capable of responding to Subscriber requests for repair within twenty four (24) hours after receipt of the request. The Franchisee shall bear the costs of servicing and repairing the Cable System caused by defects in the System or other factors not caused by the Subscriber, its agents, guests, or family members. The Subscriber shall pay the costs incurred by Franchisee in servicing and repairing the Cable System caused by the Subscriber, his/her agents, guests or family members.

Subd. 24. Termination. The City reserves the right to terminate and cancel any Franchisee granted hereunder and rescind all rights and privileges associated therewith in the event that:

A. The Franchise substantially violates any material provision of this Franchise or is found by a court of law to have practiced any fraud or deceit upon the City;

B. The Franchisee is adjudicated insolvent, enters into receivership or liquidation, files an application for bankruptcy or for composition of creditors, is unable to pay its debts as they mature or is in financial difficulty or sufficient consequence so as to jeopardize the continued operation of the Cable System;

C. The Franchisee commits any material violation of any FCC or applicable state order or ruling or the order or ruling of any other governmental body having jurisdiction over the Franchisee, unless the Franchisee is lawfully contesting the legality or applicability of such or order; or

D. The Franchisee knowingly fails to provide Cable Service to a substantial portion of lawful Subscribers in the Franchise Area for a period of thirty (30) or more days, Franchisee shall not be responsible for failure to provide Cable Service to the extent such failure results from events not within Franchisee's control, including, but not limited to, acts of God, strikes, inability to obtain materials or contract labor, sabotage, riots or civil disturbances, loss of utilities and natural disasters.

Upon the occurrence of any of the above-listed events, the City shall provide the Franchisee with written notice citing the reasons alleged to constitute cause for termination of the Franchise. The City shall allow the Franchisee a reasonable time, but in any event no less than sixty (60) days subsequent to receipt of the notice, in which to remedy the cause. If, during such period, the cause is remedied to the satisfaction of the City, the City shall declare the notice to be null and void. If the cause is not remedied to the satisfaction of the City during such period, the City shall provide the Franchisee with an opportunity to be heard at a public hearing before the City prior to adoption of any action for termination of the Franchise.

In the event that the City takes any action to terminate the Franchise, the Franchise shall have a period of sixty (60) days, beginning the day following the date at which action to terminate the Franchise is ordered, within which to file an appeal with a court of competent jurisdiction.

During such sixty (60) day period and until the final determination of the appeal, if an appeal is taken, the Franchise shall remain in full force and effect, unless the term thereof sooner expires. If the action of the City is upheld, the Franchise shall terminate as provided by law; if the action of the City is reversed, the Franchise shall remain in full force and effect during the term thereof unless sooner terminated in accordance with law.

Subd. 25. Abandonment. The Franchise may not abandon any portion of the cable communications service provided hereunder without having given three (3) months prior written notice to the City. No cable communications company may abandon any cable

communications service or any portion thereof without compensating the City for damages resulting to it from such abandonment.

Subd. 26. Removal of Cable Equipment Upon Terminating or Forfeiture. Upon termination or forfeiture of a Franchise, the Franchisee shall remove its cable, wires, and appliances from the streets, alleys, and other public places within the Franchise Area if the City so requests in writing. The City hereby consents to the abandonment of any buried property in place, the Franchisee shall submit to the City an instrument to be approved by the City transferring ownership of such property to the City.

In the event the Franchisee fails to remove its equipment within a reasonable time after the written request of the City, the City may accept bids for a contract to remove the equipment. The Franchisee shall have the right to bid on such a contract. The City may award the contract to the appropriate bidder and charge the costs of such contract to the Franchisee. The provisions of this Section shall not apply to equipment of the Franchisee which is buried; provided, however, that Franchisee shall transfer ownership of any buried equipment not so removed to the City.

Subd. 27. City's Right to Purchase System. In the event that Franchisee decides to sell or otherwise transfer the Franchise and/or Cable System, the City shall have a first right of refusal to purchase the Franchise and/or Cable System on terms substantially identical to those of any prospective purchaser's bona fide offer. The Franchisee shall give written notice of the terms and conditions of a prospective sale to the City at least thirty (30) days prior to the proposed closing date of such a sale. In the event the City does not, within twenty (20) days from the receipt of such notice, give written notice to Franchisee of its intent to exercise the option to purchase on identical terms and conditions, the Franchisee may sell or otherwise transfer the Franchise and/or Cable System on those terms and conditions. In the event the City exercises its option to purchase, the closing date for such a sale shall occur within a reasonable time after such exercise.

Subd. 28. Access Channels. The franchisee shall provide to each of its Subscribers who receive all, or any part of, the Cable Services offered on the System, reception on at least one specially designated access channel. The specially designated access channel may be used by local educational authorities and local government on a first come, first-served, nondiscriminatory basis. During those hours that the specially designated access channel is not being used by the local educational authorities or local government, the Franchisee shall lease time to commercial or noncommercial users on a first come, first-served, nondiscriminatory basis if the demand for such time arises. The Franchisee may also use this specially designated access channel for local origination during those hours when the channel is not in use by local educational authorities, local government, or commercial or noncommercial users who have leased time on the specially designated access channel. The VHF spectrum must be used for the specially designated access channel required in this paragraph.

The City shall establish rules pertaining to the administration of the specifically designated access channel. The City shall be solely responsible for the content on the specifically designated access channel and Franchisee's indemnification obligations set forth in section J of this Franchise shall not apply to any claims or actions related to the content on the specially designated access channel.

Subd. 29. Unauthorized Cable Tapping. It shall be unlawful for any Person to obtain any cable communications services by installing, rearranging, or tampering with any facilities or equipment of any cable communications company, or any Person unless the same is done with the knowledge of and with the permission of such cable communications company, firm, or private person. Any Person found guilty of a violation of any of the provisions of this Section shall be deemed guilty of a misdemeanor for which a sentence of not more than ninety (90) days or a fine of not more than \$500.00, or both, may be imposed.

Subd. 30. Amendments. Nothing in this Franchise shall prevent the City and Franchisee from amending this Franchise so long as such amendment has been mutually agreed upon in writing by both the City and Franchisee.

Subd. 31. Separability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is for any reason held invalid or unconstitutional by any court of competence jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Should any provisions of this Franchise be inconsistent or at variance with any rule, regulation or policy, in whole or in part, of the FCC or any other agency having jurisdiction, such provision shall be invalid, but the remaining provisions hereof shall not be affected hereby.

Subd. 32. Ordinances Repealed. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ordinance shall take effect upon publication in the Kittson County Enterprise.

Adopted by the Hallock City Council this 6<sup>th</sup> day of May, 2013.

ATTEST:

By: \_\_\_\_\_  
Paul R. Clay, Mayor

\_\_\_\_\_  
Henry P. Noel, City Clerk-Administrator

Published in the Kittson County Enterprise on the 15<sup>th</sup> Day of May, 2013.

*May 1, 2013*

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## SECTION 3.66. SOLID WASTE COLLECTION FRANCHISE

Subd. 1. Title. This Franchise shall be known and may be cited as the "Hallock Solid Waste Collection Franchise".

### Subd. 2. Definitions.

- A. "Agency" - Minnesota Pollution Control Agency.
- B. "City" - City of Hallock, Minnesota.
- C. "Collection" - The aggregation of solid wastes from the place at which it is generated, including all activities up to the time the solid waste is delivered to a solid waste facility.
- D. "Commercial Hauler" - Any person who operates a vehicle or vehicles for a fee, for hire as part of a commercial transaction for the purpose of collection and transportation of solid wastes.
- E. "Composting" - The control of microbial degradation of organic solid waste to yield a humous-like product.
- F. "Compost Pile" - The aggregation of organic solid waste for the purposes of composting.
- G. "County" - The County of Kittson, State of Minnesota.
- H. "Demolition Waste" - The solid waste which consists of concrete, asphalt chunks, brick, blocks, structural metal, lumber, wallboard, wall plaster and other wood from demolished buildings, and other inert waste materials as may be designated by the solid waste officer as demolition waste.
- I. "Disposal" - The discharge, deposit, injection, dumping, spilling, leaking, or placement of any solid waste into or on any land or water so that the waste or any constituent thereof enter the environment or may be emitted into the air, or discharged into any waters, including ground waters.
- J. "Franchisee" - LaMar Anderson or anyone who succeeds LaMar Anderson in accordance with the terms of this Ordinance.
- K. "Franchisor" - City of Hallock, Minnesota.
- L. "Garbage" - All discarded material resulting from the handling, processing, storage, preparation, serving and consumption of food.
- M. "Hazardous Waste" - Any refuse, sludge, or other waste material or combination of refuse, sludge, or other waste materials in solid, semi-solid, liquid or

contained gaseous form which, because of its quantity, concentration or chemical, physical or infectious characteristics may:

- a. Cause or significantly contribute to an increase in mortality or an increase in serious, irreversible, or incapacitating reversible illness.
- b. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed. Categories of hazardous waste and materials include, but are not limited to, explosives, inflammables, oxidizers, poisons, irritants, and corrosives. Hazardous waste includes all material designated as hazardous and regulated by state or federal laws and regulations.

N. "Major Appliances" - Larger household appliances including, but not limited to, clothes washers and dryers, dishwashers, hot water heaters, residential furnaces, garbage disposals, trash compactors, conventional and microwave ovens, ranges, stoves, air conditioners, dehumidifiers, refrigerators and freezers and televisions.

O. "Misdemeanor" - As defined by Minnesota Statutes, as amended.

P. "Nuisance" - A condition which unreasonably annoys, injures or endangers the safety, health, morals, comfort, or repose of members of the public.

Q. "Person" - Any person, firm, partnership, association, corporation or organization of any kind and any other legally recognized entity, customer, or those persons receiving solid waste collection services furnished under this Ordinance by Franchisee.

R. "Solid Waste" - Garbage, refuse, sludge from water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges in solid, semi-solid, liquid or contained gaseous form, resulting from industrial, commercial, mining and agricultural operations, or from community activities. Solid waste does not include any of the following: auto bodies; major appliances; tires; street sweeping; boulders; rocks; trees; yard waste; agricultural waste; sewage sludge; solid or undissolved material in domestic sewage or other pollutants in water resources such as silt, dissolved or suspended solids and industrial waste water effluents or discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Acts, as amended; dissolved materials and irrigation return flows; source specific nuclear or by-product material as defined by the Atomic Energy Act of 1954, as amended; or other materials collected or processed and disposed of as separate waste streams.

S. "Solid Waste Officer" - The person, persons or department appointed by the City Council to carry out and enforce the provisions of this Ordinance.

T. "Trees, Agricultural and Yard Waste" - All plant-based organic waste matter resulting from the collection of waste from yards, gardens, farms and such.

Subd. 3. Grant of Authority. There is hereby granted by the City to the franchisee, and to its successors, assigns, or designees, the right to operate, collect and haul solid waste from properties located within the City of Hallock and transport the same to an authorized and licensed lang disposal facility.

Subd. 4. Compliance with Kittson County Solid Waste Franchise. The Franchisee shall at all times be in compliance with the Kittson County Solid Waste Ordinance, including amendments thereto.

Subd. 5. Compliance with State and Federal Laws. The Franchisee and the City shall conform to all state and federal laws regarding the collection and disposal of solid waste.

Subd. 6. Franchise Term. The rights granted to the Franchisee herein, except as provided in this section, terminate December 31, 1998. However, the City is hereby authorized to renew this franchise for a period up to but not to exceed three (3) years which term shall be set by a resolution of the City at the time it renews this franchise subject to termination during the period of the franchise as more specifically set forth herein.

Subd. 7. Territorial Area Involved. This Ordinance relates to the present territory limits of the City and to any area annexed thereto during the term of this Ordinance. The Franchisee may, but shall not be required to, serve areas or individual homes adjoining, but outside the City limits. However, franchisee may negotiate directly with such customers and the amount to be charged for bringing the service to the customer.

Subd. 8. Liability and Indemnification. Franchisee shall, at all times, keep in effect the following types of insurance coverage:

A. Worker's Compensation upon its employees engaged in the manner and collection and disposal of solid waste within the City of Hallock, Minnesota.

B. Property damage liability insurance to the extent of \$250,000.00 as to each occurrence and \$250,000.00 aggregate, and personal liability insurance to the extent of \$500,000.00 as to each occurrence and \$500,000.00 aggregate. Excess bodily injury and property damage combined - \$1,000.00 each. The Franchisee shall indemnify, protect and save harmless the City from and against losses and physical damage to the property and bodily injury or death to persons, including payments made under any Worker's Compensation law which may arise out of the collection or disposal of solid waste within the City, or by any other act of the Franchisee, its agents or employees. The Franchisee shall carry insurance in the above-prescribed amounts to protect the parties hereto from and against all claims, demands, action, judgments, costs, expenses and liabilities which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The Franchisee shall also carry such insurance as it deems necessary to protect it from all claims



under the Worker's Compensation laws in effect that may be applicable to Franchisee. All insurance required shall be and remain in full force and effect for the entire life of the rights granted hereunder. Insurance certificates evidencing such insurance coverage shall be deposited with and kept on file with the City.

Subd. 9. Customer Complaints. All complaints by the Franchisor and customers regarding the quality of service, equipment malfunction, billing disputes, and any other matters relative to solid waste collection shall be investigated and resolved by the Franchisee.

Subd. 10. Collection Schedule. The Franchisee shall provide collection services to customers at least once each week under a schedule to be determined by the Franchisee.

Subd. 11. Sale or Transfer of the Franchise. The Franchisee shall not have right to assign or transfer this right without the consent of the Franchisor.

Subd. 12. Rates, Rate Change Procedure.

A. Franchisee shall at all times maintain on file with the City Clerk-Administrator, a schedule setting forth all rates and charges to be made to customers for solid waste and collection services. If customer contracts are used, a sample copy showing the terms thereof shall also be filed with the Clerk-Administrator.

B. Approval of Rates. The City must approve the rates and charges to be made to customers for solid waste collection services provided by the Franchisee. Before making any changes in the rates and charges to the customers for collection services, the Franchisee shall file in writing with the City Clerk-Administrator a new proposed rate change at least thirty (30) days in advance of the proposed effective date for such rate change. If the City takes no action to set the proposed rate change for hearing, said proposed rate change shall become effective upon the expiration of the thirty-day notice. If the Council wishes to hold a hearing on the proposed rate increases, the hearing shall be held within forty-five (45) days of the filing of the proposed rate increase by franchisee. Following the hearing, the Council should take action on the proposed final increase within thirty (30) days.

C. The Franchisee shall not discriminate in rates between customers of the same category.

Subd. 13. Franchise Administrator. The Hallock City Council shall be responsible for the continuing administration of the franchise. The City shall have the right to terminate and cancel the franchise and all rights and privileges of the franchise if the Franchisee substantially violates any provisions of the franchise ordinance, attempts to evade any of the provisions of the franchise ordinance, or practices any fraud or deceit upon the City.

The City shall provide the Franchisee with written notice of the cause of termination and its intention to terminate the franchise and shall allow the Franchisee a minimum of thirty (30) days after service of the notice to correct the violation.

The Franchisee shall be provided with an opportunity to be heard at a public hearing before the City Council prior to the termination of the franchise. In the event that the City determines to terminate the franchise, the Franchisee has thirty (30) days from the date of the receipt of said notice of termination within which to file an appeal in District Court for Kittson County, Minnesota. During the thirty-day period until the court finally determines the appeal, the franchise remains in full force and effect.

Subd. 14. Abandonment. The Franchisee may not abandon any service provided hereunder without having given three (3) months' prior written notice to the City.

Subd. 15. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, or is superseded or pre-empted by county, state or federal regulation, said portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Subd. 16. Acceptance. This franchise and every extension or renewal of said franchise shall be either accepted or rejected in writing by Franchisee within thirty (30) days after passage by Franchisor. No franchise shall be binding upon the Franchisor until the franchise has been accepted by the Franchisee, and such acceptance shall be construed to be an acceptance of a consent to all the terms, conditions and limitations contained in the ordinance granting the franchise.

Subd. 17. Incorporation of Section 2.61, Franchises. The provisions of Section 2.61 of the Hallock City Code dealing with franchises is herein incorporated.

Subd. 18. Renewal of Franchise. Not less than sixty (60) days prior to the end of the franchise term or any renewal thereof as set forth herein, the City Council will solicit a quote from the current franchisee to provide collection services within the City. Said quote shall include proposed charges and rates. If acceptable, the City Council shall, by resolution, award the franchise hereunder to the current franchisee at which time the renewal term shall be set. The City Council may, from time to time, solicit bids from licensed commercial haulers to provide collection services within the City.

Source: Ordinance No. 179  
Effective Date: January 13, 1999

(Sections 3.67 through 3.98, inclusive, reserved for future expansion.)

**SECTION 3.99. VIOLATION A MISDEMEANOR.** Every person who violates a section, subdivision, paragraph or provision of this Chapter when he performs an act thereby prohibited or declared unlawful, or fails to act when such failure is thereby prohibited or declared unlawful, and upon conviction thereof, shall be punished as for a misdemeanor except as otherwise stated in specific provisions hereof.