

**TITLE 10**

**UTILITIES**

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## Chapter 10.04

### WATER

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#### 10.04.010 Definitions.

- (1) "Cross Connection" - A cross connection shall be defined as any physical connection or arrangement between two otherwise separate or liquid bearing systems, one of which contains portable water from the Holland Water Utility system, and the other, water from a private source, water of unknown or

questionable safety, steam, gases, or chemicals, whereby there may be a flow from one system to the other, the directional flow depending upon the pressure differential between the two systems. (Ord. 1-91, S1, 1991)

**10.04.020 Stendal Water Corporation - acquisition of by Town of Holland.** That the public convenience and necessity require the acquisition of the Stendal Water Utility in order to furnish potable treated water for domestic, commercial, agricultural and other uses to the unincorporated Town of Stendal and the rural areas adjacent thereto in Pike and Dubois Counties, Indiana, and within six (6) miles of the corporate limits of the Town of Holland. (Ord. 3-88, S1, May 5, 1988)

**10.04.025 Town of Holland to own and furnish water to Stendal Water Corporation.** That the Town of Holland, Indiana, is hereby authorized to accept transfer of all the net assets and utility plant of the Stendal Water Corporation after payment of all liabilities and refunding to members all membership fees, whereupon the Town of Holland shall own and operate said water utility for the purpose of furnishing potable treated water for domestic, commercial, agricultural and other uses to the unincorporated Town of Stendal and the rural areas adjacent thereto in Pike and Dubois Counties, Indiana, and within six (6) miles of the corporate limits of the Town of Holland. (Ord. 3-88, S2, May 5, 1988)

**10.04.049 Removal from jurisdiction of Indiana Regulatory Commission.** The Holland Water Utility is hereby removed from the jurisdiction of the Indiana Utility Regulatory Commission for the approval of its rates and charges and of its issuance of stocks, bonds, notes, or other evidence of indebtedness. (Ord. 2-91, S1, 1991)

**10.04.050 Rate schedule.** That there shall be and there is established for the use of and the services rendered by the waterworks system of the Town of Holland, the following rates and charges, based upon the amount of water supplied during each monthly billing period and the equipment used:

**MONTHLY MINIMUM CHARGE:**

Each user shall pay a minimum charge in accordance with the size of meter installed:

<u>Meter Size</u>	<u>Minimum Charge</u> <u>Per Month</u>
$5/8 - 3/4$ inch meter	\$ 27.17
1 inch meter	67.68
1 $1/4$ inch meter	108.52
1 $1/2$ inch meter	154.43
2 inch meter	271.07
3 inch meter	623.62
4 inch meter	1,076.51
6 inch meter	2,467.08

**USAGE:**

	<b>Metered</b>	<b>Monthly Rate</b>
	<b><u>Monthly Usage Per 1,000 Gallons</u></b>	
First	2,000 gallons	\$ 13.59
Next	8,000 gallons	10.72
Next	40,000 gallons	6.85
Next	150,000 gallons	5.73
Over	200,000 gallons	5.60

**AUTOMATIC SPRINKLER CONNECTIONS:**

1	inch connection	\$ 23.46
1 1/4	inch connection	36.77
1 1/2	inch connection	52.94
2	inch connection	94.09
3	inch connection	211.70
4	inch connection	376.43
6	inch connection	846.77
8	inch connection	1,504.51
10	inch connection	2,352.13
12	inch connection	3,387.06

**FIRE PROTECTION:**

	<b><u>Annual Charge Per Connection or Hydrant</u></b>
Public hydrant rental	\$ 866.72
Private hydrant rental	866.72

(Ord. 2022-01, S1, Feb. 7, 2022) (Ord. 2018-05, S1, Jan 9, 2019) (Ord. 03-05, S2, Dec. 28, 2005) (Ord. 2-98, S2, Nov. 26, 1997) (Ord. 3-92, S1, Oct. 14, 1992) (Ord. 2-90, S1, 1990) (Ord. 2-85, S1, 1985) (Ord. 4-81, S1, 1981) (Ord. 34-78, S1, 1978) (Ord. 31-77, S1, 1977) (Ord. 24-77, S1, 1977) (Ord. 84, S1, 1957) (Ord. 83, 1957) (Ord. 100, S2, 1948) (Ord. 46, S2, 1943)

**10.04.051 Billing procedures.** The rates and charges shall be prepared and billed by the Town of Holland monthly, and shall be collected in the manner provided by law and ordinance. Said rates and charges will be billed to the tenant or tenants occupying the property served unless the owner of the property requests in writing that said rates and charges be billed to the tenant or tenants occupying said property, but any billing to the tenant or tenants occupying the property shall not relieve the owner from liability in the event payment is not made as herein required. The owners of the property served, which are occupied by tenants, shall have the right to examine the collection records of the Town for the purpose of determining whether such rates and charges have been paid by such tenants, provided that such examination shall be made in the office in which said records are kept and during the hours that such office is open for business. (Ord. 2022-01, S3, Feb. 7, 2022) (Ord. 10.04.051, S10.04.051, July 8, 2015) (Ord. 03-05, S3, Dec. 28, 2005) (Ord. 2-98, S3, Nov. 26, 1997)

**10.04.052 Service installation.** Customer shall contract with a reputable plumbing contractor for the installation of a service line from the main to the building, including line, shut-off valve, meter tile, setter, and tile lid, all in accordance with the Utility's specifications. Utility shall furnish the meter for installation by contractor, which shall remain the property of the Utility. (Ord. 2-90, S1, 1990) (Ord. 2-85, S1, 1985) (Ord. 4-81, S1, 1981)

**10.04.054 Inspection fee.** Upon completion of a service installation, the customer shall notify the Utility which shall inspect the same, for which the customer shall pay an inspection fee of \$25.00. (Ord. 2-90, S1, 1990) (Ord. 2-85, S1, 1985) (Ord. 4-81, S1, 1981)

**10.04.056 Meter deposit.** Customers shall pay a meter deposit in accordance with the following schedule prior to installation of service, which deposit shall be held to secure payment of charges for water consumed. The deposit, less the amount of any current and/or delinquent bills owing, shall be refunded at such time as the customer's service is disconnected or terminated:

Owner occupied real estate:	\$ 200.00
Non-owner occupied real estate	\$ 200.00

(Ord. 10.04.056, May 8, 2002) (Ord. 2-94, S10.04.056, Apr. 6, 1994) (Ord. 2-90, S1, 1990) (Ord. 4-88, S1, 2, 1988) (Ord. 2-85, S1, 1985) (Ord. 4-81, S1, 1981)

**10.04.060 Collection or deferred payment charges.** All bills for water services not paid for a period of more than seventeen (17) days following the mailing of the bill shall be a delinquent bill, and shall be subject to a collection or deferred payment charge of ten percent (10%) on the first three dollars (\$3.00) and three percent (3%) on the excess over three dollars (\$3.00). (Ord. 2-90, S1, 1990) (Ord. 2-85, S1, 1985) (Ord. 4-81, S1, 1981) (Ord. 84, 1957) (Ord. 83, 1957) (Ord. 100, S2, 1948) (Ord. 46, S2, 1943)

**10.04.065 Reconnection Charge.** Customer delinquent in the payment of water bills shall be disconnected according to the timing provisions of Ordinance No. 10.04.051 and shall pay a reconnection charge of \$40.00 prior to reconnection upon payment of all delinquent bills. (Ord. unnumbered, S10.04.065, Sept. 9, 2015) (Ord. 10.04.065, S10.04.065, 2003) (Ord. 2-90, S1, 1990) (Ord. 4-88, S3, 1988) (Ord. 2-85, S1, 1985) (Ord. 4-81, S1, 1981)

**10.04.066 Disconnection of service.** In the event of disconnection of service for failure to pay bills as hereinabove provided, said disconnected customer shall be considered a new customer, and shall, in addition to the above requirements for reconnection, pay over to the water utility, a meter deposit in the amount hereinabove set out, or an amount sufficient to equal the meter deposit hereinabove required in the event there exists a credit balance in favor of the customer on account of the meter deposit which said customer has previously made. (Ord. 4-88, S4, May 5, 1988)

**10.04.070 Placement of meters.** Meters shall be placed by the Holland Municipal Waterworks on the lines of all consumers of water when the same are made available to the Waterworks. All consumers are to be charged the sum of \$15.00 which amount is to be used

for the purchase and installation of meters and for such other purposes as is deemed necessary by the Holland Municipal Waterworks. The order of placing of meters and location of same are to be within the discretion and power of the Waterworks superintendent. For all meters larger than 3/4 inch where needed the consumer shall pay the actual cost of such meter and installation charge for meter and labor. All meters will be tested once each year free of charge to consumer, and if consumer requests extra tests some are to be made at the cost and expense of the consumer. (Ord. 100, S3, 1948) (Ord. 46, S3, 1948)

**10.04.080 Tapping fee.**

- (1) Where an individual connection is sought for acreage or developed areas inside or outside the corporate limits of the Town of Holland each customer/water user shall pay a minimum tapping charge of \$500.00 for the first connection and \$25.00 for each connection thereafter for the same project. (Ord. 10.04.080, S1, 2000)
- (2) The above tapping fee shall be in addition to the labor and materials required for the project, including, but not necessarily limited to: the costs and expenses of excavation, tapping the main line, furnishing and installing meter well, furnishing and installing yoke, furnishing and installing meter, back-filling to the customer's property line and installing and furnishing the proper pipe size, depending on the project. Installed according to specifications of the water and sewer department. (Ord. 10.04.080, S2, 2000)
- (3) The customer/water user shall contract through a reputable/licensed contractor and pay the contractor directly. (Ord. 10.04.080, S3, 2000)
- (4) The above fee shall be paid to the Holland Water Department before construction begins. (Ord. 10.04.080, S4, 2000) (Ord. 100, S4, 1948) (Ord. 46, S4, 1943)

**10.04.090 Revisions to water rates and regulations.** If at any time the Board of Trustees deems it advisable to change any of the above rates or regulations, for the best interests of the Holland Municipal Waterworks, said Board of Trustees may have the power to change any of said rates or regulations by one week's publication of the ordinance making such changes in not less than three public places in the Town of Holland, Indiana. (Ord. 100, S5, 1948) (Ord. 46, S5, 1943)

**10.04.100 Watermain extension policy.** The provisions of the Watermain Extension Policy adopted by Board of Trustees of the Town of Holland, Indiana, on February 21, 1973, [hereinafter called the 1973 Policy], and Resolution 1-96 adopted by the Holland Town Council on April 3, 1996, are hereby expressly repealed upon the adoption of this Ordinance. Provided, however, such repeal shall have no effect on the continued refund of net revenues pursuant to the provision of Section 4(B) of the 1973 Policy for individuals and entities having installed watermain extensions pursuant to the terms of the 1973 Policy. (Ord. 2-97, S1, Oct. 8, 1997) (Ord. 1-96, S1, Apr. 3, 1996) (Resolution adopted Feb. 21, 1973)

**10.04.110 Application for water service.** Any person or entity desiring to obtain potable water service at a location outside of the corporate limits of the Town of Holland, Indiana, not presently being served by the Holland Water Utility, shall request such service in writing to the Holland Town Council. Said written request or application shall include:

- (1) the proposed exact route of the watermain extension desired;
- (2) the exact location where the proposed customer would connect to a proposed or existing watermain extension;
- (3) an estimate of monthly water usage by the proposed customer;
- (4) peak flow requirements of the customer, if any;
- (5) the identity and location of other proposed service line connections to the proposed watermain extension; and
- (6) such other information as the applicant desires the Council to consider in determining whether or not to approve the installation of the proposed watermain extension or permit a service connection to an existing watermain extension. (Ord. 2-97, S2, Oct. 8, 1997) (Ord. 1-96, S2, Apr. 3, 1996) (Resolution adopted Feb. 21, 1973)

**10.04.115 Approval or rejection of proposed watermain extension.** Upon receipt of an application for a proposed watermain extension or proposed service connection to an existing watermain, the Holland Town Council will investigate such request; contact the property owners lying adjacent to the proposed watermain extension concerning service line connections to their respective properties and sharing in the costs of the watermain extension; and provide the applicant, as well as anyone objecting to such application, an opportunity to be heard thereon. And after such investigation, the Holland Town Council, in its sole discretion, shall determine whether such proposed watermain extension or service connection shall be approved or rejected. (Ord. 2-97, S3, Oct. 8, 1997) (Ord. 1-96, S3, Apr. 3, 1996) (Resolution adopted Feb. 21, 1973)

**10.04.120 Cost for extension.** If the Holland Town Council approves the proposed watermain extension and/or water service connection, the applicant shall be required to pay all costs associated with the installation of the watermain extension (the exact size of the pipe to be installed for such watermain extension shall be determined solely by the Holland Town Council, but in no event shall the pipe size be less than four inch (4") PVC waterline pipe), and/or all costs associated with the installation of the service connection. (Ord. 2-97, S4, Oct. 8, 1997) (Ord. 1-96, S4, Apr. 3, 1996) (Resolution adopted Feb. 21, 1973)

**10.04.125 Easements.** If the Council approves a proposed watermain extension, the applicant, prior to the installation, shall grant to the Town, and/or obtain from necessary third parties, all easements and rights of way that the Town may determine are required for the installation, maintenance, repair and/or replacement of said watermain extension as installed. The Town shall be the sole grantee of such easement or easements, and said easement or



easements shall contain such terms and conditions as the Town shall reasonably require. (Ord. 2-97, S5, Oct. 8, 1997) (Ord. 1-96, S5, Apr. 3, 1996) (Resolution adopted Feb. 21, 1973)

**10.04.130 Watermain extension deposit.** Prior to the installation of any watermain extension pursuant to this Ordinance, the Applicant shall deposit with the Town Clerk-Treasurer an amount equal to the estimated cost of the installation of the Watermain extension in accordance with the plans and specifications established by the Town Council. (Ord. 2-97, S6, Oct. 8, 1997) (Ord. 1-96, S6, Apr. 3, 1996) (Resolution adopted Feb. 21, 1973)

**10.04.135 Non-participation by adjacent landowners.** In the event that any owner of real estate that lies adjacent to the approved watermain extension decides not participate in the cost of the installation of the watermain extension in the manner offered by the Council, no application for a service line connection to said adjacent real estate shall be approved by the Council for a period of five (5) years following the completion of the installation of the watermain extension, unless the property owner(s) who bore the cost of the watermain extension in the manner set forth herein shall consent, in writing, to such proposed service line connection. (Ord. 2-97, S7, Oct. 8, 1997) (Ord. 1-96, S7, Apr. 3, 1996) (Resolution adopted Feb. 21, 1973)

**10.04.136 Watermain extension - sole property of the Town.** Upon installation of a watermain extension pursuant to this Ordinance, the same shall become the sole property of the Town, and the Town shall be solely responsible for its maintenance, repair and replacement of the watermain extension, if and when necessary. (Ord. 2-97, S8, Oct. 8, 1997) (Ord. 1-96, S8, Apr. 3, 1996) (Resolution adopted Feb. 21, 1973)

**10.04.137 Payment for water through extension distribution.** All persons and entities obtaining potable water service from the Holland Water Utility, including the applicant, shall pay for all potable water supplied to them through the Utility's distribution system, at the rates and charges that may be established by the Utility from time to time, without refund, reimbursement or rebate for funds expended for the initial installation of the watermain extension through which such water is obtained. (Ord. 2-97, S9, Oct. 8, 1997) (Ord. 1-96, S9, Apr. 3, 1996) (Resolution adopted Feb. 21, 1973)

**10.04.140 Cross connection prohibited.** No person, firm, or corporation shall establish or permit to be established, or maintain, or permit to be maintained, any cross connection as heretofore defined. No interconnection shall be established whereby water from a private, auxiliary, or emergency water supply other than the regular public water supply furnished by the Holland Water Utility system may enter the supply or distribution system of said utility, unless such private, auxiliary, or emergency water supply and the method of connection and use of such supply shall have been previously approved by the Board of Trustees of the Town of Holland, Indiana, the governing body of the Holland Water Utility, and the Indiana Department of Environmental Management in accordance with the then current laws and regulations. (Ord. 1-91, S2, 1991)

**10.04.150 Inspections.** It shall be the duty of the Superintendent of the Holland Water Utility to cause inspections to be made of all properties served by the Holland Water Utility system where cross connections with said water system is deemed possible. The frequency of

inspection and reinspections based on potential health hazards involved shall be at the sole and reasonable discretion of the Superintendent of the Holland Water Utility. (Ord. 1-91, S3, 1991)

**10.04.160 Right of entry for inspection.** Upon presentation of credentials, the Superintendent of the Holland Water Utility, or his representative, shall have the right to request entry at any reasonable time to examine for cross connections any property served by a connection to the Holland Water Utility system. On request, the owner, lessee or occupant of any property so served shall furnish to the inspector any pertinent information regarding the piping system or systems on such property. The refusal of access or refusal of requested pertinent information shall be deemed evidence of the presence of cross connections. (Ord. 1-91, S4, 1991)

**10.04.170 Disconnections authorized.** The Holland Water Utility is hereby authorized and directed to discontinue water service to any property wherein any connection in violation of this chapter exists, and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the Holland Water Utility system. Water service shall be discontinued only after reasonable written notice of at least fifteen (15) days is served on the owner, lessee, or occupant of the property or premises where a violation is found or suspected to exist. Water service to such property shall not be restored until the cross connection or connections have been eliminated in compliance with the provisions of this chapter. (Ord. 1-91, S5, 1991)

**10.04.180 Emergency discontinuance of service.** If it is deemed by the Superintendent of the Holland Water Utility that a cross connection endangers public health, safety or welfare and requires immediate action, service may be immediately discontinued upon the filing of a written finding to that effect with the Clerk-Treasurer of the Town of Holland and delivery of a copy of the same to the affected consumer's premises. The consumer so affected shall have an opportunity for hearing before the Board of Trustees of the Town of Holland, Indiana, within ten (10) days of such emergency discontinuance. (Ord. 1-91, S6, 1991)

**10.04.190 Installation of backflow preventers.** All consumers using toxic or hazardous liquids, shall install and maintain a reduced-pressure-principle backflow preventer in the main water line serving each building on the premises. The backflow preventer must be installed in a location and in a manner approved by the Superintendent of the Holland Water Utility. (Ord. 1-91, S7, 1991)

Chapter 10.06

PATOKA LAKE REGIONAL WATER AND SEWER DISTRICT  
WATER PURCHASE CONTRACT

Sections:

- 10.06.010      **Approved and confirmed**
- 10.06.020      **Authorization to sign**
- 10.06.030      **Water Purchase Contract**

**10.06.010 Approved and confirmed.** Be it ordained by the Holland Town Council that the "Water Purchase Contract" by and between the Patoka Lake Regional Water and Sewer District, as "Seller", and the Town of Holland, as "Purchaser", a copy of which is attached to this Ordinance and made a part hereof by reference thereto, is now fully approved and confirmed. (Ord. 5-93, 1993)

**10.06.020 Authorization to sign.** Be it further ordained, that the Holland Town Council, to-wit: Sue Hubster, Thomas W. Thacker and Steven D. Miles, be and they are hereby authorized and directed to sign said "Water Purchase Contract" on behalf of said Town of Holland Municipal Water Utility; and that said contract be attested to by Raymond O. Schuetter, duly elected and acting Clerk-Treasurer for said Town of Holland. (Ord. 5-93, 1993)

**10.06.030 Water Purchase Contract.**

THIS AGREEMENT, for the sale and purchase of water, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 1993, by and between the PATOKA LAKE REGIONAL WATER AND SEWER DISTRICT, a municipal corporation created pursuant to I.C. 13-3-2-1 et. seq. hereinafter referred to as the SELLER, and the

TOWN OF HOLLAND

hereinafter referred to as the PURCHASER, WITNESSETH:

WHEREAS, the PURCHASER has as one of its purposes the providing of a water distribution system for its customers within its territorial jurisdiction and to accomplish its purpose of providing a water supply to its residents, the PURCHASER will require a supply of treated water, and

WHEREAS, the PURCHASER is organized and established under law for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans which are on file in the office of the

PURCHASER and to accomplish its purpose, the PURCHASER will require a supply of treated water, and

WHEREAS, the SELLER owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the SELLER's system and providing water to the PURCHASER in the quantity hereinafter agreed by the parties, and

WHEREAS, the SELLER is in the process of attempting to finance its Phase V project for distribution of water to customers along Phase V and subject to the availability of sufficient funds to make the project financially feasible and to have sufficient funds to construct the transmission lines with appurtenances necessary to deliver water to PURCHASER SELLER is willing to enter into this contract for the sale and purchase of water to the PURCHASER, and

WHEREAS, by ordinance number 1993-\_\_\_\_\_ enacted on the \_\_\_\_\_ day of \_\_\_\_\_, 1993, by the SELLER, the sale of water to the PURCHASER in accordance with the provisions of said ordinance was approved, and the execution of this contract, carrying out the said ordinance, by the President of the Board of Trustees of the PATOKA LAKE REGIONAL WATER AND SEWER DISTRICT and attested to by the Secretary of said DISTRICT, was duly authorized, and

WHEREAS, by Ordinance or Resolution of the PURCHASER enacted on the \_\_\_\_\_ day of \_\_\_\_\_, 1993, the purchase of water from the Seller in accordance with the terms set forth in the said Ordinance or Resolution was approved and the execution of this contract by the appropriate contracting officers was duly authorized;

NOW THEREFORE, in consideration of the foregoing and the mutual agreements herein setforth,

The SELLER agrees:

- 1) To furnish to PURCHASER at the point of delivery hereinafter specified, during the term of this contract, or any renewal or extension thereof, potable treated water, meeting applicable purity standards of the Indiana Department of Environmental Management, the amount of Sixty thousand (60,000) gallons per day. Said amount shall be the minimum daily quantity of water to be

delivered by SELLER to PURCHASER and drawn by PURCHASER from Seller over a sixteen (16) hour period. Seller agrees to provide to PURCHASER sufficient capacity to draw the minimum amount as herein specified plus an additional fifty percent (50%) of the minimum daily amount to be delivered over a sixteen (16) hour period each day.

- 2) To furnish at a reasonably constant normal pressure from a water main supply at a point of connection to PURCHASER's water distribution system to be determined in accordance with good engineering practices by Midwestern Engineers, Inc., project engineer for SELLER.

The SELLER shall pay for the costs of the first connection to the point of delivery of water to PURCHASER. However, PURCHASER agrees to apply for grants and other sources of revenue to be used as a contribution in aid for construction and/or connection fee as determined by SELLER. The PURCHASER covenants and agrees to cooperate with Seller to use its best efforts to make application for available grants or appropriations at the request of the SELLER and to apply those funds received by PURCHASER to the costs determined by SELLER for the appropriate aid in construction of the transmission main and connection fee to the system. All costs for subsequent connection points requested by PURCHASER shall be paid by PURCHASER. The actual cost of subsequent connections shall be determined by SELLER and submitted to PURCHASER and PURCHASER shall remit payment for the subsequent connection costs within thirty (30) days to SELLER. If a greater pressure than that available at the point of delivery is required by the PURCHASER, the cost of providing such greater pressure shall be borne by the PURCHASER. Emergency failure of pressure or supply due to main supply breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the SELLER from this provision for such reasonable period of time as may be necessary to restore service.

- 3) To furnish, install, calibrate, operate and maintain at its own expense at the point of

delivery, the necessary standard metering equipment for properly measuring the quantity of water delivered to the PURCHASER and to calibrate such metering equipment whenever requested by the PURCHASER but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test results will be deemed to be accurate. The previous readings of any meter disclosed by tests to be inaccurate shall be corrected for the two (2) months previous to such tests in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless the SELLER and PURCHASER agree upon a different amount. The metering equipment shall be read monthly. An appropriate official of the PURCHASER shall have access to the meter for the purpose of verifying its readings at all reasonable times.

- 4) To furnish the PURCHASER within five (5) days of the close of each month an itemized billing of the amount of water furnished the PURCHASER in the preceding month.

The PURCHASER agrees:

- 1) To purchase from SELLER sixty thousand (60,000) gallons per day and to take said quantity in daily averages computed each three (3) days. The quantities of water above stated per day are minimum quantities. PURCHASER agrees to pay for the minimum daily quantity of water even if not used by PURCHASER and agrees to take said water each day; provided, however, that nothing contained herein shall be construed to require PURCHASER to pay for water when water is not physically available to PURCHASER.
- 2) Additional quantities of water may be purchased for a period of time not to exceed seven (7) days by notifying SELLER not later than twenty-four (24) hours prior to the time that said additional water shall be taken and receiving approval from SELLER

to draw the additional water. Additional quantities of water may be purchased for a period of time greater than seven (7) days by submitting a written request to SELLER at least fourteen (14) days in advance specifying the additional quantity and, the specific days it is to be taken. Before the additional water is taken, the request must be approved in writing by SELLER. The purpose for obtaining prior approval for additional water is to prevent several wholesale customers from placing unscheduled peak demands upon the system which could not be fulfilled by SELLER. The SELLER shall not otherwise withhold approval unreasonably. The SELLER may, however, require PURCHASER to purchase additional reserve capacity if continued additional usage threatens to exceed the SELLER's ability to provide water in sufficient quantities to all customers. PURCHASER agrees and acknowledges that it may not draw water from SELLER in excess of the daily minimum plus fifty percent (50%) of the daily minimum computed each three (3) days. The cost to PURCHASER shall be measured by the sum of the volumes registered at the metering points. If the PURCHASER takes more than its minimum daily quantity plus fifty percent (50%) over the minimum daily quantity without obtaining prior written approval from SELLER, then a surcharge shall be paid by PURCHASER as hereafter provided.

- 3) The PURCHASER shall pay to the SELLER an amount equal to the sum of the fixed and variable charges computed as follows:

A. FIXED CHARGES

1. For so long as water is available, PURCHASER shall pay to SELLER an annual fixed charge of Two thousand five hundred dollars (\$2,500.00) as a wholesale customer, which sum shall be paid in monthly installments of Two hundred eight dollars and 33/100 (\$208.33) per month. The fixed monthly charge shall remain in force during the lifetime of this contract.

B. VARIABLE CHARGES

1. PURCHASER shall pay to SELLER each month for water delivered by SELLER to PURCHASER for its initial rate in an amount not to exceed Two dollars and 24/100 (\$2.24) per one thousand (1,000) U.S. gallons taken from the District but not less than the minimum quantity of water stated above. The actual amount, if less than Two dollars and 24/100 (\$2.24) per one thousand (1,000) U.S. gallons, shall be set by rate ordinance adopted by SELLER. If the PURCHASER takes more than its minimum daily quantity plus fifty percent (50%) over the minimum daily quantity without obtaining prior written approval from SELLER, the PURCHASER shall pay SELLER an additional charge of Seventy-five cents (.75) per one thousand (1,000) U.S. gallons of excess water that exceeds the daily minimum plus fifty percent (50%). The costs to PURCHASER shall be measured by the volume registered at the metering point on a monthly basis.

The meter shall be accessible to authorized employees of PURCHASER at all reasonable times. Volume reports shall be submitted by SELLER to PURCHASER with the monthly billing. PURCHASER shall have the right to make audits of the SELLER's books and records to the extent necessary to verify the SELLER's calculations of the water taken by PURCHASER at reasonable times.

2. The water bill shall be due and payable within ten (10) days of the date of the bill and the PURCHASER shall pay the fixed and variable charges not later than the fifteenth (15th) day of each month in which the bill is rendered for the previous month's usage. In the event payment is not made by the fifteenth (15th) day of the month after the receipt



of said bill, then PURCHASER shall pay a late payment charge of three percent (3%) of the amount of the bill. In the event that sixty (60) days have elapsed without payment of said bill by PURCHASER, then PURCHASER shall have breached this contract and SELLER, after fifteen (15) days written notice to PURCHASER to cure its default, may elect to pursue its legal remedy, including the termination of water service.

It is further mutually agreed between the SELLER and PURCHASER as follows:

- 1) That this contract shall extend for a period of forty (40) years from the date of the initial delivery of any water by the SELLER to PURCHASER and thereafter may be renewed or extended for such term or terms as may be agreed upon by the parties.
- 2) That the fixed monthly charge and the variable charge for water shall be effective at the completion of construction of the water project and at the time that notice of available water at the point of connection is served upon the PURCHASER.
- 3) That the SELLER reserves the right to either increase or decrease the variable rate per one thousand (1,000) gallons of water from time to time as may be required based upon the SELLER's operating experience for the preceding calendar year as adjusted for fixed, known and measurable expenses on a pro forma basis. In the event that an adjustment in rates is required, then the SELLER shall follow the statutory requirements for adoption of new rates and the SELLER shall give ninety (90) days written notice thereof to PURCHASER prior to the enforcement of the new rates.

In support of said rate change, the SELLER shall cause a financial review to be made by a certified public accountant experienced in utility rate-making procedures. The review shall be of sufficient scope to permit the certified public accountant to express an opinion on the adequacy of

the SELLER's water rates, but need not constitute an audit of the SELLER's books, records and financial statements. Copies of all reports and findings upon which such rate change is based shall be furnished to the PURCHASER at the time the above statutory notice is given to PURCHASER.

A revision of the rates to the PURCHASER shall be based upon demonstrable changes in the revenue requirements of SELLER's water works system which can be shown to be attributable to providing continued water, service to the PURCHASER. Any change in the variable rate of the SELLER shall be fair, equitable and nondiscriminatory, and shall be calculated using the methods and philosophy of rate-making used in establishing the initial rates for the District as set forth in the accounting report dated September 23, 1977, of H.J. Umbaugh and Associates, incorporated herein by reference. There shall no change in the fixed charge or variable rate based upon increased capitalization of the SELLER's water system attributable to customers other than PURCHASER, nor shall there be any change based upon reevaluation of SELLER's water system.

- 4) That the SELLER shall not be liable to the PURCHASER for failing to supply water pursuant to this contract when water is physically not available due to causes beyond the control of the SELLER. The PURCHASER acknowledges that the water supply for the SELLER is pursuant to a contractual agreement with the State of Indiana for withdrawal of water from the Patoka Lake. However, the SELLER shall use due care and diligence not to make commitments to sell more water from the SELLER's supply than can be reasonably obtained from that part of the Patoka Lake storage capacity to which the SELLER has acquired the water supply rights. Notwithstanding, should a shortage of water occur, then the SELLER agrees that it will fairly and equitable apportion the supply available as between its several customers, including the PURCHASER.
- 5) Under ARTICLE 9, RELEASE OF CLAIMS, of contract #DACW27-70-C-0081, between the State of Indiana and the United States of America, the State holds and

saves the United States of America, it's officers, agents and employees, harmless from liability of any nature or kind for on account of any claim for damages which may be filed or asserted as a result of the storage in Patoka Lake, or withdrawal or release water from Patoka Lake, made or ordered by the State, or as a result of the construction, operation or maintenance of the features or appurtenances owned and operated by the State. Likewise, under ARTICLE 12 of the contract between the State of Indiana and the Patoka Lake Regional Water and Sewer District, the district holds and saves the State, it's officers agents and employees, harmless from liability of any nature or kind for or on account of any claim for damages which may be filed or asserted as a result of withdrawal or release of water from Patoka Lake made or ordered to be made by the district, or as a result of the construction, operation or maintenance of the features or appurtenances owned and operated by the district. The purchaser agrees to hold and save the Seller (District), the State of Indiana and the Unites States of America, it's officers, agents and employees, harmless from liability of any nature or kind for or on account of any claim for damages which may be filed or asserted as a result of Purchaser's storage of water or the construction, operation, or maintenance of the features or appurtenances owned and operated by the Purchaser.

It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create in the public or in any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to, the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

- 6) That if at any time during the life of this contract, it becomes apparent on the basis of sound and accepted engineering practice, that the daily amount of water to be delivered to PURCHASER is inadequate to meet the PURCHASER's water supply needs, then the said daily quantity of water may be

increased by supplemental agreement mutually acceptable to both parties; provided, however, such increase shall be restricted to that reasonably necessary to meet the PURCHASER's needs for the life of this contract and shall be within the capability of the SELLER's water production capacity then uncommitted to other uses.

- 7) That in the event of any occurrence rendering the PURCHASER or SELLER incapable of performing under this contract, any successor of the PURCHASER or SELLER, whether the result of legal process, assignment or otherwise, shall succeed to the rights and obligations of the PURCHASER and SELLER hereunder and the terms of this Contract shall be binding upon the successors in interest of each party.

The parties hereto agree that in the event the PURCHASER loses a customer which uses more than thirty-five thousand (35,000) gallons of water per day, the PURCHASER may exercise the option of reducing its minimum daily purchase requirement to an amount which is equal to the percentage which said lost customer's use bears to the PURCHASER'S total system wide use; provided, however, the minimum requirement to be purchased on a daily basis by PURCHASER from SELLER shall be no less than thirty thousand (30,000) gallons per day.

- 8) The PURCHASER shall cooperate with the DISTRICT in obtaining such permits and easements for the use of lands owned by others necessary for installation, maintenance and operation of all structures and facilities for the distribution of water, provided that such cooperation shall not extend to the payment of any part of the costs of securing such permits or easements.
- 9) Failure by SELLER to enforce a term or terms of this contract shall not constitute a waiver or modification of the terms of this contract.
- 10) Upon the breach of any of the terms or obligations of this contract by PURCHASER, SELLER may declare the PURCHASER in default and proceed to enforce the terms of this contract in the appropriate Court in

Indiana. In the event of default, PURCHASER shall be responsible for paying SELLER all damages, a reasonable attorney fee, and Court costs in any action brought by SELLER to enforce the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, cause this contract to be duly executed in two (2) counterparts, each of which shall constitute an original.

SELLER

BOARD OF TRUSTEES, PATOKA LAKE  
REGIONAL WATER AND SEWER DISTRICT

\_\_\_\_\_  
BY: Edwin Pieper, President

ATTEST:

\_\_\_\_\_  
Mary Lou Schnell, Secretary

PURCHASER

TOWN OF HOLLAND

\_\_\_\_\_  
BY:

\_\_\_\_\_  
BY:

\_\_\_\_\_  
BY:

ATTEST:

\_\_\_\_\_  
  
This contract prepared by Michael K. Phillips, Phillips and Long, Attorneys at Law, A Professional Corporation, 301 West Main Street, Boonville, Indiana. (Ord. 5-93, 1993)

## Chapter 10.12

### GAS

#### Sections:

10.12.020	General requirements for installation
10.12.030	General precautions
10.12.040	Work to be done only by qualified gas fitters
10.12.050	Yardlines
10.12.060	Housepiping
10.12.070	Appliances and installations
10.12.080	Inspection
10.12.090	Penalty
10.12.100	Liability

**10.12.020 General requirements for installation.** All gas piping, gas appliances and connections on a Customer's premises shall be installed in accordance with the specifications and Rules and Regulations of the Gas Distribution Company, and in accordance with the requirements and specifications of "INSTALLATION OF GAS PIPING AND GAS APPLIANCES IN BUILDINGS" (ASA Z-21.30) - 1950 as compiled and approved by the American Standards Association, the National Board of Fire Underwriters, the American Gas Association and other similar recognized bodies on December 5, 1950, and any revisions thereof, which requirements and specifications are herewith incorporated by reference as a part and parcel of this Chapter.

These requirements and specifications include, but are not limited to, the following:

- (1) GENERAL REQUIREMENTS
  - A. All installations shall be made and gas service rendered in accordance with the Rules and Regulations of the Public Service Commission and those of the Gas Company.
  - B. All piping shall be constructed and installed so as to make a durable, substantial and gas tight system.
  - C. No unnecessary hazard from escaping gas or fire shall be incurred during the installation or repair of piping and appliance.
  - D. Piping and appliances shall be left by the gas fitter in a safe and satisfactory condition for use by an unskilled person. (Ord. 108-59, 1958)

#### **10.12.030 General precautions.**

- (1) Work involving installation or removal of piping fittings or appliances where gas may be permitted to escape shall always be done with the gas turned off.
- (2) No matches, candles, flame or other sources of ignition shall be used in checking for gas leakage from piping, connections or appliances. (Ord. 108-59, 1958)

#### **10.12.040 Work to be done only by qualified gas fitters.**

- (1) The installation and repair of gas piping and appliances shall be done only by qualified gas fitters. This includes plumbers, fitters and Gas Company employees who are properly trained and experienced in the work. (Ord. 108-59, 1958)

#### **10.12.050 Yardlines.**

- (1) A yardline is the Customer's service line extending from the Gas Company's service line to the Customer's building.
- (2) The installation of the yardline shall be made in accordance with the Gas Company's specifications covering location, installation, kind and size of the pipe, type of coating or wrapping and methods of connecting the joints of pipe. The location shall be the point of easiest access to the Gas Company from its facilities, and the Gas Company shall be consulted and its approval obtained before the installation is made.
- (3) After construction and before being placed in service, yardlines shall be tested with a stand up air pressure test of not less than fifty (50) pounds per square inch for at least five (5) minutes. Yardlines shall not be backfilled, covered or concealed in any manner until approved by a representative of the Gas Company. Under no circumstances shall a yardline be permitted to pass through or under a building foundation underground. (Ord. 108-59, 1958)

#### **10.12.060 Housepiping.**

- (1) All piping, fittings and connections shall be of a size and so installed as to provide a supply of gas sufficient to meet the maximum demand without undue pressure drop between the main and the appliances.
- (2) All housepiping shall be tested with air pressure of a minimum of three (3) pounds per square inch and the piping required to hold this pressure for a minimum of ten (10) minutes with no drop in pressure.

- (3) No housepiping is to be run where it is concealed and cannot be accessible for inspection. No housepiping is to be run under concrete floors or aprons nor shall it go through or under a foundation underground.
- (4) No copper tubing shall be allowed under the floor. Copper tubing connected to steel piping at the floor cannot be more than four (4) feet long and cannot run through walls or partitions or in the attic. (Ord. 108-59, 1958)

**10.12.070 Appliances and installations.**

- (1) No gas appliances shall be installed or used except those approved by the American Gas Association or the Underwriter's Laboratories.
- (2) All gas appliances shall be connected with the gas turned off and all appliances connections shall be tested with soap suds immediately after installation.
- (3) No rubber hose or rubber tubing or lead pipe shall be used except for connecting appliances which are necessarily portable and then the connection must be of proper design, good quality and properly approved. In addition a shut-off valve must be provided readily accessible and firmly connected to the rigid pipe connection.
- (4) All automatic gas water heaters must be provided with an approved automatic safety pilot. All water heaters shall be vented properly and shall never be installed in a bath or bedroom. All appliances designed and approved for venting shall be properly vented.
- (5) All gas appliances shall be located and installed so that they will be readily accessible for operation and adjustment and no appliance shall be installed in any location where the facilities for ventilation do not permit sufficient air for proper combustion at all times or where a hazard will be created by the installation. (Ord. 108-59, 1958)

**10.12.080 Inspection.** It is the intent of this Chapter that safety and service to gas customers and the general public shall be the governing factor to be considered in all cases.

All plumbers, gas fitters, and others concerned shall familiarize themselves with these rules, regulations and requirements as well as the full text of the "Installation of Gas Piping and Gas Appliances in Buildings" (ASA Z-21.30) - 1950, and to make all gas installations accordingly; otherwise, the installation will not be approved. Meters will not be installed or gas turned on until the installation has passed proper inspection. (Ord. 108-59, 1958)

**10.12.090 Penalty.** Any person, firm or corporation violating any of the provisions of this Chapter shall be fined not less than \$10.00 nor more than \$100.00. (Ord. 108-59, 1958)



**10.12.100 Liability.** The Town of Holland, by the adoption of Ordinance 108-59, 1958 in no manner assumes responsibility or liability for the proper installation of gas piping and gas appliances nor the inspection thereof, and said responsibility shall be solely that of the person, firm or corporation making such installations; nor does said Town of Holland herein assume any responsibility for the proper distribution of gas to customers by the gas distribution company, excepting as provided by the laws of the State of Indiana applicable to its grant of franchise to the said gas distribution company. (Ord. 108-59, 1958)

## Chapter 10.16

### SEWAGE DISPOSAL

#### Sections:

10.16.010	Definitions
10.16.020	Disposal of wastes - connection with sewer
10.16.030	Private disposal facilities
10.16.040	Permit to connect with public sewer
10.16.050	Application for permit
10.16.060	Connection Fee/Cost and expense of connections
10.16.070	Separate building sewer for each building
10.16.080	Use of old building sewers
10.16.090	Materials for building sewers
10.16.100	Size and slope of building sewers
10.16.110	Location, depth and alignment of building sewers
10.16.120	Pumping where gravity flow not possible
10.16.130	Excavation, pipe laying and backfill of trench
10.16.140	Joints and connections in building sewer
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10.16.160	Inspection of building and sewer
10.16.170	Guarding excavations
10.16.200	Storm water and other unpolluted waters prohibited in sanitary sewer
10.16.210	Discharge of storm water and other unpolluted waters
10.16.219	Harmful wastes
10.16.220	Wastes prohibited in public sewers
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10.16.260	Maintenance of preliminary treatment facilities
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10.16.490	Disconnection of service
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10.16.520	Harmful wastes
10.16.550	Billing - payment - inspection of records by owner
10.16.560	Enforcement of regulations
10.16.570	Date Rates become effective

**10.16.010 Definitions.** Unless the context specifically indicates otherwise, the meaning of terms used in this Chapter shall be as follows:

- (1) "Building drain" shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet outside the inner face of the building wall. (Ord. 132-65, S1, 1965)
- (2) "Building sewer" shall mean the extension from the building drain to the public sewer or other place of disposal. (Ord. 132-65, S1, 1965)
- (3) "B.O.D." (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees C., expressed in parts per million by weight. (Ord. 132-65, S1, 1965)
- (4) "Combined sewer" shall mean a sewer receiving both surface runoff and sewage. (Ord. 132-65, S1, 1965)
- (5) "Garbage" shall mean solid wastes from the preparation, cooking and dispensing of food, and from the handling, storage, and sale of produce. Ord. 132-65, S1, 1965)
- (6) "Industrial wastes" are defined as being the liquid waste or liquid-borne waste resulting from any commercial, manufacturing or industrial operation or process. (Ord. 5-97, S4b, Dec. 3, 1997) (Ord. 2-90, S4, 1990) (Ord. 1-87, S4, 1987) (Ord. 2-80, S4, 1980) (Ord. 132-65, S1, 1965) (Ord. 131-65, S4, 1965)
- (7) "Inspector" shall mean the person or persons duly authorized by the Town, through its Board of Trustees, to inspect and approve the installation of building sewers and their connection to the public sewer system. (Ord. 132-65, S1, 1965)

- (8) "Natural outlet" shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water. (Ord. 132-65, S1, 1965)
- (9) "Person" shall mean any individual, firm, company, association, society, corporation or group. (Ord. 132-65, S1, 1965)
- (10) "PH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution. (Ord. 132-65, 1965)
- (11) "Properly shredded garbage" shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2 inch in any dimension. (Ord. 132-65, S1, 1965)
- (12) "Public sewer" shall mean a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority. (Ord. 132-65, S1, 1965)
- (13) "Sanitary sewage" is defined as the waste from water closets, urinals, lavatories, sinks, bathtubs, showers, household laundries, basement drains, garage floor drains, bars, soda fountains, cuspidors, refrigerator drips, drinking fountains, and all other water-carried wastes except industrial wastes. (Ord. 5-97, S4a, Dec. 3, 1997) (Ord. 3-90, S4, 1990) (Ord. 1-87, S4, 1987) (Ord. 131-65, S4, 1965)
- (14) "Sanitary sewer" shall mean a sewer which carries sewage and to which storm, surface, and ground waters are not intentionally admitted. (Ord. 132-65, S1, 1965)
- (15) "Sewage" shall mean a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface, and storm waters as may be present. (Ord. 132-65, S1, 1965)
- (16) "Sewage treatment plant" shall mean any arrangement of devices and structures used for treating sewage. (Ord. 132-65, S1, 1965)
- (17) "Sewage works" shall mean all facilities for collecting, pumping, treating, and disposing of sewage. (Ord. 132-65, S1, 1965)
- (18) "Sewer" shall mean a pipe or conduit for carrying sewage. (Ord. 132-65, S1, 1965)
- (19) "Shall" is mandatory; "may" is permissive. (Ord. 132-65, S1)

- (20) "Storm sewer" or "storm drain" shall mean a sewer which carries storm and surface waters and drainage, but excludes sewage and polluted industrial wastes. (Ord. 132-65, S1, 1965)
- (21) "Superintendent" shall mean the Superintendent of the municipal sewage works of the Town of Holland, Indiana, or his authorized deputy, agent or representative. (Ord. 132-65, S1, 1965)
- (22) "Suspended solids" shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering. (Ord. 132-65, S1, 1965)
- (23) "Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently. (Ord. 132-65, S1, 1965)

**10.16.020 Disposal of wastes - connection with sewer.**

- (1) Deposit of Wastes. It shall be unlawful for any person to place, deposit or permit to be deposited in an unsanitary manner upon public or private property within the Town, or in any area under the jurisdiction of said Town, any human or animal excrement, garbage, or other objectionable waste.
- (2) Discharge to Natural Outlet. It shall be unlawful to discharge to any natural outlet within said Town, or in any area under the jurisdiction of said Town, any sanitary sewage, industrial waste, or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.
- (3) Private Disposal Facilities. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facilities intended or used for the disposal of sewage.
- (4) Connection with Public Sewer. The owner of all houses, buildings, or properties used for human occupancy, employment, recreation or other purposes situated within the Town, and abutting any street, alley or right-of-way in which there is now located or may in the future be located a public sewer of the Town, is hereby required at his expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this ordinance, within ninety (90) days after date of official notice to do so, provided that said public sewer is within one hundred (100) feet of the property line. (Ord. 132-65, S2, 1965)

**10.16.030 Private disposal facilities.**

- (1) Authorized. Where a public sanitary sewer is not available under the provisions of Section 10.16.020 (4), the building sewer shall be connected to a private sewage disposal system complying with all recommendations of the Indiana State Board of Health.
- (2) Abandonment. At such time as a public sewer becomes available to a property served by a private sewage disposal system as provided in Section 10.16.020 (4), a direct connection shall be made to the public sewer in compliance with this chapter, and any septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned.
- (3) Operation and Maintenance. The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the Town.
- (4) Additional Requirements. No statement contained in this Article shall be construed to interfere with any additional requirements that may be imposed by the local Health Officer. (Ord. 132-65, S3, 1965)

**10.16.040 Permit to connect with public sewer.** No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Clerk-Treasurer. (Ord. 132-65, S4a, 1965)

**10.16.050 Application for permit.** There shall be two (2) classes of building sewer permits: (1) for residential and commercial service; and (2) for service to establishments producing industrial waste. In either case, the owner or his agent shall make application on a special form furnished by the said Town. The permit applications shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the Inspector. A permit and inspection fee of Five Dollars (\$5.00) for a residential or commercial building sewer permit and Fifteen Dollars (\$15.00) for an industrial building sewer permit shall be paid to the Clerk-Treasurer at the time the application is filed. (Ord. 132-65, S4b, 1965)

**10.16.060 Connection Fee/Cost and expense of connections.**

- (1) Where an individual connection is sought for acreage or developed areas inside or outside the Corporate limits of the Town of Holland each customer/sewer user shall pay a Connection Fee of \$750.00 for first connection and \$25.00 for each connection thereafter for the same project. (Ord. 10.16.060, S1, Dec. 6, 2000)
- (2) The above Connection fee shall be in addition to the labor and materials required for the project. The cost and expenses borne by the owner shall include but not necessarily be limited to: excavation, tapping the main line, furnishing and installing 4" or 6" piping depending on the project, and back-

filling to the customer's property line. (Ord. 10.16.060, S2, Dec. 6, 2000) (Ord. 132-65, S4c, 1965)

- (3) The above fee shall be paid to The Holland Sewer Department before construction begins. (Ord. 10.16.060, S3, Dec. 6, 2000)
- (4) The customer/water user shall contract through a reputable/licensed contractor and pay the contractor directly. (Ord. 10.16.060, S4, Dec. 6, 2000)

**10.16.070 Separate building sewer for each building.** 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 as one building sewer. (Ord. 132-65, S4d, 1965)

**10.16.080 Use of old building sewers.** Old building sewers may be used in connection with new buildings only when they are found on examination and test by the said Inspector to meet all requirements of this chapter. (Ord. 132-65, S4e, 1965)

**10.16.090 Materials for building sewers.** The building sewer shall be cast iron soil pipe ASTM specification A74-42, standard weight, or vitrified clay sewer pipe, ASTM specification C200-64T, or PVC plastic pipe, ASTM specification D3034. All joints shall be tight and water-proof. Any part of the building sewer that is located within ten (10) feet of a water service pipe shall be constructed of cast iron soil pipe with leaded joints. Cast iron pipes with leaded joints may be required by the said Inspector where the building sewer is exposed to damage by tree roots. If installed in filled or unstable ground, the building sewer shall be of cast iron soil pipe, except that non-metallic material may be accepted if laid on a suitable concrete bed or cradle as approved by the said Inspector. (Ord. 29-77, S1, 1977) (Ord. 132-65, S4f, 1965)

**10.16.100 Size and slope of building sewers.** The size and slope of the building sewers shall be subject to the approval of the said Inspector, but in no event shall the diameter be less than four (4") inches. The slope of such four (4") inch pipe shall not be less than one-eighth (1/8) inch per foot. (Ord. 132-65, S4g, 1965)

**10.16.110 Location, depth, and alignment of building sewers.** Whenever possible the building sewer shall be brought to the building at an elevation below the basement floor. No building sewer shall be laid parallel to or within three (3) feet of any bearing wall, which might thereby be weakened. The depth shall be sufficient to afford protection from frost. The building sewer shall be laid at a uniform grade and in straight alignment in so far as possible. Changes in direction shall be made only with properly curved pipes and fittings. (Ord. 132-65, S4h, 1965)

**10.16.120 Pumping where gravity flow not possible.** In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such drains shall be lifted by approved artificial means and discharged to the building sewer. No water-operated sewage ejector shall be used. (Ord. 132-65, S4i, 1965)

**10.16.130 Excavation, pipe laying and backfill of trench.** All excavations required for the installation of a building sewer shall be open trench work unless otherwise approved by the said Inspector. Pipe laying and backfill shall be performed in accordance with ASTM specifications except that no backfill shall be placed until the work has been inspected by the Inspector or his representative. (Ord. 132-65, S4j, 1965)

**10.16.140 Joints and connections in building sewer.** All joints and connections shall be made gas tight and water tight. Cast iron pipe joints shall be firmly packed with oakum or hemp and filled with molten lead, Federal Specification QQ-L-156, not less than one (1) inch deep. Lead shall be run in one pouring and caulked tight. No paint, varnish, or other coatings shall be permitted on the jointing material until after the joint has been tested and approved. (Ord. 132-65, S4k, 1965)

All joints vitrified clay pipe shall be Type II, conforming to ASTM specification C425-60T. Joints between vitrified clay pipe and metals shall be made with approved jointing material in accordance with the latest edition of Volume III, Plumbing Rules and Regulations of the Administrative Building Council of the State of Indiana.

Other jointing materials and methods may be used only by approval of the said Inspector.

**10.16.150 Method of connection to public sewer.** The connection of the building sewer into the public sewer shall be made at the "Y" branch, if such branch is available at a suitable location. If the public sewer is twelve (12) inches in diameter or less and no properly located "Y" branch is available, the owner shall at his expense install a "Y" branch in the public sewer at the location specified by the said Inspector. Where the public sewer is greater than twelve (12) inches in diameter, and no properly located "Y" branch is available, a neat hole may be cut in the public sewer to receive the building sewer, with entry in the downstream direction at an angle of about forty-five (45) degrees. A forty-five (45) degree ell may be used to make such connection, with the spigot end cut so as not to extend past the inner surface of the public sewer. The invert of the building sewer at the point of connection shall be at the same or at a higher elevation than the invert of the public sewer. A smooth neat joint shall be made, and the connection made secure and water tight by encasement in concrete. Special fittings may be used for the connection only when approved by the said Inspector. (Ord. 132-65, S4l, 1965)

**10.16.160 Inspection of building and sewer.**

- (1) The inspection required hereunder shall be completed by the Town of Holland at a cost of \$300.00 to the property owner and shall include televising and recording the condition of the sewer lateral leading from the improvement that discharges the sanitary wastes to the Town on Holland's sewer main. The inspection shall also include entering into the property to verify that no sump-pump, foundation drains, downspouts, or other prohibited connections are connected to the sanitary sewer system. In order to facilitate the inspection, the home sanitary sewer must be readily accessible through a clean-out from inside the home or outside the home. Readily accessible shall be defined as a



clean-out which is a minimum 4" size and from which the access cap can be easily removed. In the event the access cap cannot be easily removed, it shall be the property owners responsibility to remove, or cause to be removed, the access cap before Wastewater personnel can proceed with their inspection. (Ord. 10.16.580, S1, July 8, 2020)

- (2) Notice of any defects that are discovered in the course of said inspection shall be provided to the property owner because said defects may jeopardize the health and well being of the citizens of Holland, the defects must be corrected within 90 days of receipt of said notice, or sooner if required by the Town of Holland. In addition, water service may be withheld or water service may be disconnected from such property until such time as the inspection required by this section is completed and any defects or improper connections found by such inspection have been corrected. Said corrections shall be at the owner's expense and to the satisfaction of the Wastewater personnel or his designee. In the event that water services are disconnected the re-connection fee may be waived by the Town of Holland if the defect is corrected within the ninety (90) day time frame. (Ord. 10.16.580, S2, July 8, 2020)
- (3) Once inspected, and any defects corrected. The Town of Holland shall issue a certificate of inspection for the property. Said property shall not be subject to reinspection under this section for a period of three (3) years after the issuance of a certificate of inspection. (Ord. 10.16.580, S3, July 8, 2020)
- (4) The owner of any such property fails or refuses to have said property inspected or to correct any defects found in the inspection, may be charge with an Ordinance violation, and upon being found to have committed same, shall be liable for a fine in the sum of \$100.00. Each day a violation continues after written notice to the owner for compliance with this section shall constitute a separate offense. Such Ordinance violations may be filed in court, and in such event upon being found to have committed the Ordinance violation the violator shall be responsible for court costs and attorney fees, if applicable. (Ord. 10.16.580, S4, July 8, 2020)
- (5) In the event that property has been inspected and the owner believes they have made satisfactory repairs, but the Wastewater department or his designee, denies the issuance of a certificate of inspection, said denial may be appealed to the Holland Town Board. The decision of the Holland Town Board shall be final. (Ord. 10.16.580, S5, July 8, 2020)
- (6) The intent of this Chapter is that the sanitary sewer inspection required under this Section be held and any repairs made prior to a change in ownership. However, if no inspection was done and sewage-producing structure changes ownership, the Town of Holland through its town board shall require the new owner to complete the inspection and repairs, if any, and the new owner shall be subject to the regulations outlined in this section. (Ord. 10.16.580, S6, July 8, 2020)

- (7) There shall be no shared lateral sewer lines to the main sewer line. If discovered during inspection, the shared line must be separated at the seller/transfer parties expense. (Ord. 10.16.580, S7, July 8, 2020) (Ord. 132-65, S4m, 1965)

**10.16.170 Guarding excavations.** 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 said Town. (Ord. 132-65, S4n, 1965)

**10.16.200 Storm water and other unpolluted water prohibited in sanitary sewer.** No person shall discharge or cause to be discharged any storm water, surface water, roof runoff, subsurface drainage, cooling water or unpolluted industrial process water to any sanitary sewer. (Ord. 132-65, S5a, 1965)

**10.16.210 Discharge of storm water and other unpolluted waters.** Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the said superintendent. Industrial cooling water or unpolluted process waters may be discharged upon approval of said superintendent, to a storm sewer, combined sewer or natural outlet. (Ord. 132-65, S5b, 1965)

**10.16.219 Harmful wastes.** The Town of Holland is hereby authorized to prohibit dumping of wastes into the Town's sewerage system which, in its discretion, are deemed harmful to the operation of the sewage works of said Town, or to require methods effective pretreatment of said wastes to reduce characteristics of the waste satisfactory to the Town. (Ord. 131-65, S8, 1965)

**10.16.220 Wastes prohibited in public sewers.** Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described water or wastes to any public sewer:

- (1) Any liquid or vapor having a temperature higher than 150 deg. F.
- (2) Any water or waste which may contain more than 100 parts per million, by weight, of fat, oil, or grease.
- (3) Any water or waste which may contain more than 25 parts per million, by weight, of soluble oil.
- (4) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
- (5) Any garbage that has not been properly shredded.
- (6) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, or any other solid or viscous substance

capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works.

- (7) Any waters or wastes having a PH lower than 5.0 or higher than 9.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
- (8) Any waters or wastes containing toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewage treatment plant.
- (9) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage disposal plant.
- (10) Any noxious or malodorous gas or substance capable of creating a public nuisance. (Ord. 132-65, S5c, 1965)

**10.16.230 Grease, oil and sand interceptors requirements.** Grease, oil and sand interceptors shall be provided when, in the opinion of the said Inspector, they are necessary for the proper handling of liquid wastes containing grease in excessive amount, or any flammable wastes, said, and other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the superintendent and shall be located as to be readily and easily accessible for cleaning and inspection.

Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, water tight, and equipped with easily removable covers which when bolted in place, shall be gas tight and water tight. (Ord. 132-65, S5d, 1965)

**10.16.240 Maintenance of grease, oil and sand interceptors.** Where installed, all grease, oil and sand interceptors shall be maintained by the owner, at his expense, in continuously efficient operation at all times. (Ord. 132-65, S5e, 1965)

**10.16.250 Preliminary treatment facilities, when required.** The admission into the public sewers of any waters or wastes (1) having a five-day Biochemical Oxygen Demand greater than 300 parts per million by weight, or (2) containing more than 350 parts per million by weight of suspended solids, or (3) containing any quantity of substances having the characteristics described in Section 10.16.220 or (4) having an average daily flow greater than two per cent (2%) of the average daily sewage flow of the Town, shall be subject to the review and approval of the superintendent, the owner shall provide at his expense such preliminary treatment as may be necessary to (1) reduce the Biochemical Oxygen Demand to 300 parts per million and the suspended solids to 350 parts per million by weight, or (2) reduce objectionable characteristics or constituents to within the maximum limits provided for in Section 10.16.220 or (3) control the quantities and rates of discharge of such waters or wastes.

Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the said superintendent and of the Indiana State Board of Health, and no construction of such facilities shall be commenced until said approval is obtained in writing. (Ord. 132-65, S5f, 1965)

**10.16.260 Maintenance of preliminary treatment facilities.** Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation, by the owner at his expense. (Ord. 132-65, S5g, 1965)

**10.16.270 Control manholes.** When required by the superintendent, the owner of any property served by a building sewer carrying industrial wastes shall install a suitable control manhole in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Superintendent. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times. (Ord. 132-65, S5h, 1965)

**10.16.280 Measurements, tests, and analysis.** All measurements, tests, and analysis of the characteristics of waters and wastes to which reference is made in Section 10.16.220 and Section 10.16.250 shall be determined in accordance with "Standard Methods for the Examination of Water and Sewage" and shall be determined at the control manhole provided for in Section 10.16.270 or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. (Ord. 132-65, S5i, 1965)

**10.16.290 Special agreements or arrangements for industrial waste.** No statement contained in this article shall be construed as preventing any special agreement or arrangement between the Town and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the Town for treatment, subject to payment therefor by the industrial concern. (Ord. 132-65, S5j, 1965)

**10.16.300 Damaging sewer system.** No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the municipal sewage works. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct. (Ord. 132-65, S6, 1965)

**10.16.305 Sewer system repair.** The sewer customer shall be responsible for the costs of the maintenance, replacement and/or repair of the customers sewer line from the customers connection to the main line. (Ord. 10.16, S10.16, July 5, 2006)

**10.16.310 Right of entry for inspections.** The Superintendent, Inspector, and other duly authorized employees of the Town bearing proper credentials and identification shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling, and testing, in accordance with the provisions of this chapter. (Ord. 132-65, S7, 1965)

**10.16.320 Notice to cease violations.** Any person found to be violating any provision of this chapter except 10.16.300 shall be served by the Town 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. (Ord. 132-65, S8a, 1965)

**10.16.330 Penalty for continuing violation after notice.** Any person who shall continue any violation beyond the time limit provided for in Section 10.16.320 shall be guilty of a misdemeanor and upon conviction thereof shall be fined in an amount not exceeding Ten Dollars (\$10.00) for each violation. Each day in which any such violation shall continue shall be deemed a separate offense. (Ord. 132-65, S8b, 1965)

**10.16.340 Liability for expense caused by violation.** Any person violating any of the provisions of this chapter shall become liable to the Town for any expense, loss or damage occasioned the Town by reason of such violation. (Ord. 132-65, S8c, 1965)

**10.16.400 Rates and charges for sewage disposal service.** For the use of and the service rendered by said sewage works, rates and charges shall be collected from the owners of each and every lot, parcel of real estate and/or building that is connected with the Town's sanitary sewer system or otherwise discharges sanitary sewage, industrial wastes, water or other liquids, either directly or indirectly, into the sanitary sewer system of the Town of Holland, which rates and charges shall be payable as hereinafter provided and shall be in an amount determinable as follows:

- (1) Use of Water as Measure of Sewage Charge. Except as herein otherwise provided, sewage rates and charges shall be based on the quantity of potable water used on or in the property or premises subject to such rates and charges, as the same is measured by the water meter servicing such property.
- (2) Sewage Rates. The water usage schedule on which the rates and charges shall be determined shall be as follows:

<b>Quantity of Water Used Per Month</b>	<b>Rate Per 1,000 Gallons</b>
First 1,000 gallons	\$ 13.86
Next 1,000 gallons	10.32
Next 3,000 gallons	7.80
Next 5,000 gallons	5.16
Next 5,000 gallons	4.11
Next 200,000 gallons	2.65
Over 215,000 gallons	2.08

**Minimum Charge Based on Meter Size or Service Connection Size.** The minimum charge for any service where the user is a metered water consumer shall be based on the size of such water meter, and shall be as follows:

Water Meter Size

Monthly Charge

5/8" - 3/4"	\$ 13.86
1 "	24.00
1 1/2"	45.93
2 "	75.16
3 "	167.00
4 "	271.36
6 "	605.38

provided, however, that the minimum charge shall be based on a water meter size of not more than one size smaller than the service line in which the meter is installed.

The minimum charge for any service where the user is not a metered water customer shall be based on the size of the service connection, but no such charge shall be less than the corresponding minimum monthly meter charge. (Ord. 5-97, S1, Dec. 3, 1997) (Ord. 3-96, S1, July 24, 1996) (Ord. 3-93, S1, May 5, 1993) (Ord. 3-90, S1, 1990) (Ord. 1-87, S1, 1987) (Ord. 2-80, S1, 1980) (Ord. 17-75, S1, 1975) (Ord. 131-65, S1, 1965)

**10.16.410 Non-Municipal water source - generally.** The quantity of water obtained from sources other than the municipal waterworks and discharged into the public sanitary sewer system may be determined by the Town in such manner as the Town shall elect, and the sewage treatment service may be billed at the above appropriate rates. (Ord. 2-90, S2, 1990) (Ord. 1-87, S2, 1987) (Ord. 2-80, S2a, 1980) (Ord. 131-65, S2a, 1965)

**10.16.420 Non-Municipal water source - measuring.** In the event a lot, parcel of real estate or building from which sanitary sewage, industrial waste, water or other liquids are discharged into the Town's sanitary sewage system, either directly or indirectly, is not a user of the water supplied by the Town's waterworks and the water used thereon or therein is not measured by a meter, or is measured by a meter not acceptable to the Town, then the amount of water used shall be determined in an equitable manner by the Town Council so that the appropriate sewer rate may be determined, or the owner or other interested party, at his or her expense, may install and maintain meters, weirs, volumetric measuring devices or any adequate and approved method of measurement acceptable to the Town for the determination of the sewage discharge. (Ord. 5-97, S2a, Dec. 3, 1997) (Ord. 2-90, S2b, 1990) (Ord. 1-87, S2b, 1987) (Ord. 2-80, S2b, 1980) (Ord. 131-65, S2b, 1965)

**10.16.430 Multiple water sources.** In the event a lot, parcel of real estate or building discharging sanitary sewage, industrial waste, water or other liquids into the Town's sanitary sewage system, either directly or indirectly, is a user of water supplied by the Town's waterworks, and in addition uses water from another source which is not measured by a water meter, or is measured by a water meter not acceptable to the Town, then the amount of water used shall be otherwise measured or determined in an equitable manner by the Town Council so that the appropriate sewer rate may be determined, or the owner or other interested party, at his or her expense, may install and maintain meters, weirs, volumetric measuring devices or any adequate and approved method of measurement acceptable to the Town for the

determination of sewage discharge. (Ord. 5-97, S2b, Dec. 3, 1997) (Ord. 3-90, S2c, 1990) (Ord. 1-87, S2c, 1987) (Ord. 2-80, S2c, 1980) (Ord. 131-65, S2c, 1965)

**10.16.440 Other means of discharge.** In the event a lot, parcel of real estate or building discharges sanitary sewage, industrial waste, water or other liquids into the Town's sanitary sewage system, either directly or indirectly, and uses water supplied by the Town's water works in excess of 20,000 gallons per month, and it can be shown to the satisfaction of the Town that a portion of water as measured by the water meter or meters does not and cannot enter the sanitary sewage system, then the owner or other interested party may at their cost install and maintain meters, weirs, volumetric measuring devices or any adequate and approved method of measurement acceptable to the Town for the determination of sewage discharge. (Ord. 5-97, S2c, Dec. 3, 1997) (Ord. 3-90, S2d, 1990) (Ord. 1-87, S2d, 1987) (Ord. 2-80, S2d, 1980) (Ord. 131-65, S2d, 1965)

**10.16.450 Multiple residential lots measured by one meter.** In the event two or more residential lots, parcels of real estate or buildings discharging sanitary sewage, water or other liquids into the Town's sanitary sewage system, either directly or indirectly, are users of water supplied by the Town's water works, and the quantity of water is measured by a single water meter, then each such case, for billing purposes, the quantity of water used shall be averaged for each user and minimum charge and the sewage rates and charges shall apply to each of the number of residential lots, parcels of real estate or buildings served through the single water meter. (Ord. 5-97, S2d, Dec. 3, 1997) (Ord. 3-90, S2f, 1990) (Ord. 1-87, S2e, 1987) (Ord. 2-80, S2e, 1980) (Ord. 131-65, S2e, 1965)

**10.16.460 Multiple dwelling units on a single meter.** In the event two or more dwelling units such as mobile homes, apartments, or housekeeping rooms discharging sanitary sewage, water, or other liquids into the Town's sanitary sewage system, either directly or indirectly, are users of water supplied by the Town's water works and the quantity of water is measured by a single water meter, then in such case billing shall be for a single service in the manner set out elsewhere herein, except that an additional charge shall be added thereto in the amount of \$7.50 per month for each dwelling unit over one served through the single water meter. (Ord. 5-97, S2e, Dec. 3, 1997) (Ord. 3-96, S2, July 24, 1996) (Ord. 3-93, S2, May 5, 1993) (Ord. 3-90, S2f, 1990) (Ord. 1-87, S2f, 1987) (Ord. 2-80, S2f, 1980) (Ord. 17-75, S2f, 1975) (Ord. 131-65, S2f, 1965)

**10.16.470 Adjusting charge for fire protection.** Where a metered water supply is used for fire protection as well as for other uses, the Town may, in its discretion, make adjustments in the minimum charge and in the use charge as may be equitable. (Ord. 5-97, S2f, Dec. 3, 1997) (Ord. 3-90, S2g, 1990) (Ord. 1-87, S2g, 1987) (Ord. 2-80, S2g, 1980) (Ord. 131-65, S2g, 1965)

**10.16.480 Rates for the Town.** For the service rendered to the Town of Holland, the Town shall be subject to the same rates and charges hereinabove provided or to rates and charges established in harmony therewith. (Ord. 5-97, S2g, Dec. 3, 1997) (Ord. 3-90, S2h, 1990) (Ord. 1-87, S2h, 1987) (Ord. 2-80, S2h, 1980) (Ord. 131-65, S2h, 1965)

**10.16.485 Payment of bill - reconnection charge.** All bills for water and sewer service shall be rendered on the 10th day of the month and shall be due and payable on or before the 27th

day of the month. A bill becomes delinquent if not paid in full by the 27th day of the month immediately following the date the bill is rendered. Thereafter on the next billing date, a notice of delinquency shall be mailed to the customer notifying said customer that unless said delinquent bill, plus penalty, is satisfied in full by the 27th of said month, water service shall be disconnected, and shall not be reconnected until said delinquent bill, plus penalty and reconnection charge in the sum of Twenty Dollars, (\$20.00) is paid in full. (Ord. 4-88, S3, May 5, 1988)

**10.16.490 Disconnection of service.** In the event of disconnection of service for failure to pay bills as hereinabove provided, said disconnected customer shall be considered a new customer, and shall, in addition to the above requirements for reconnection, pay over to the water utility, a meter deposit in the amount hereinabove set out, or an amount sufficient to equal the meter deposit hereinabove required in the event there exists a credit balance in favor of the customer on account of the meter deposit which said customer has previously made. (Ord. 4-88, S4, May 5, 1988)

**10.16.500 Strength and content of sewage as basis for adjustment of charge.** In order that the rates and charges may be justly and equitably adjusted to that service rendered to commercial and industrial users, the Town of Holland shall base its charges not only on the volume, but also on the strength and character of stronger-than-normal commercial or industrial sewage and wastes which it is required to treat and dispose of. The Town of Holland shall require the owner or other commercial or industrial user to determine the strength and content of all sewage and wastes discharged, either directly or indirectly, into the sanitary sewage system, in such manner and by such method as the Town may deem practicable in the light of the conditions and attending circumstances of the case, in order to determine the proper charge. The owner or other commercial or industrial user shall furnish a central sampling point available to the Town at all times. Normal domestic waste strength should not exceed a biochemical oxygen demand of 200 milligrams per liter of fluid or suspended solids in excess of 250 milligrams per liter of fluid. Additional charges for treating stronger-than-normal commercial or industrial wastes shall be made on the following basis:

**Rate Surcharge based upon Suspended Solids**

There shall be an additional charge of Sixteen Cents (\$0.16) per pound of suspended solids with a strength in excess of 250 milligrams per liter of fluid.

**Rate Surcharge based on BOD**

There shall be an additional charge of Sixteen Cents (\$0.16) per pound of biochemical oxygen demand with a strength in excess of 200 milligrams per liter of fluid. (Ord. 5-97, S3, Dec. 3, 1997) (Ord. 3-96, S3, July 24, 1996) (Ord. 3-93, S3, May 5, 1993) (Ord. 3-90, S3, 1990) (Ord. 1-87, S3, 1987) (Ord. 2-80, S3, 1980) (Ord. 17-75, S3, 1975) (Ord. 131-65, S3, 1965)

**10.16.520 Harmful wastes.** The Town of Holland is hereby authorized to prohibit dumping of wastes into the Town's sanitary sewage system which, in its discretion, are deemed harmful to the operation of the sanitary sewage works of the Town, or to require methods effective pre-treatment of said wastes to reduce the characteristics of the wastes satisfactory to the Town. (Ord. 5-97, S5, Dec. 3, 1997) (Ord. 3-90, S5, 1990)(Ord. 1-87, 5, 1987)



**10.16.550 Billing - payment - inspection of records by owner.** The rates and charges shall be prepared and billed by the Town of Holland monthly, and shall be collected in the manner provided by law and ordinance. Said rates and charges will be billed to the tenant or tenants occupying the property served unless otherwise requested in writing by the owners, but such billing shall in nowise relieve the owner from liability in the event payment is not made as herein required. The owners of the property served, which are occupied by tenants, shall have the right to examine the collection records of the Town for the purpose of determining whether such rates and charges have been paid by such tenants, provided that such examination shall be made in the office in which said records are kept and during the hours that such office is open for business. (Ord. 5-97, S6, Dec. 3, 1997) (Ord. 3-90, S6, 1990) (Ord. 1-87, S6, 1987) (Ord. 2-80, S5, 1980) (Ord. 131-65, S5, 1965)

**10.16.560 Enforcement of regulations.** The Town shall make and enforce such bylaws and regulations as may be deemed necessary for the safe, economic and efficient management of the Town's sanitary sewage works, including the sewer system and the treatment plant for construction and use of house sewers and connections to the sewer system, and for the regulation, collection, rebating and refunding of rates and charges. (Ord. 5-97, S7, Dec. 3, 1997) (Ord. 3-90, S7, 1990) (Ord. 1-87, S7, 1987) (Ord. 2-80, S6, 1980) (Ord. 131-65, S6, 1965)

**10.16.570 Date Rates become effective.** The sanitary sewer rates and charges hereinabove set forth shall be in full force and effect for all billings of sanitary sewer service at the first full monthly billing therefore following the final passage and adoption of this Ordinance. All other provisions of this Ordinance shall be in full force and effect from and after its adoption and publication as required by law. (Ord. 5-97, S8, Dec. 3, 1997) (Ord. 3-96, S4, July 24, 1996) (Ord. 3-93, S4, May 5, 1993) (Ord. 3-90, S8, 1990) (Ord. 1-87, S8, 1987) (Ord. 2-80, S7, 1980)