



**Martha's Vineyard Airport
Water Department**

**Rates, Rules, and Regulations
January 12, 2017**

**Martha's Vineyard Airport
Airport Commissioners**

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Water Department Rates, Rules, and Regulations

Log of Revisions

Revision Location	Revision Effective Date	Revised Page #	Entered by
All Pages	January 1, 2022	Added Page Numbers	KRB
Rates and Charges	January 1, 2022	7	KRB

DEFINITIONS:

The following terms, as used in the Regulations, shall have the following meaning:

- a) "Department", Martha's Vineyard Airport Water Department, its agents, consultants, or representatives.
- b) "Customer", any user of water who is also a lessee of the property receiving the service.

APPLICATION FOR SERVICE:

1. All applications for water service must be made in writing on a form provided by the Water Department. The application for service must be made by or on behalf of the property lessee.
2. No agreement will be entered into by the Department with any applicant until all arrears and charges due by the application at any premises now or heretofore occupied by him shall have been paid.
3. When accepted by the Department, the application shall constitute a contract between the Department and the applicant, obligating both parties to comply with these Rules and Regulations, and the rates in effect from time to time.
4. Application for service installations will be accepted subject to there being an existing main in a street or right-of-way abutting the premises to be served. The contract no way obligates the Department to extent its mains to service the premises under consideration.
5. When a prospective customer has made application for new service, or has applied for the reinstatement of an existing service, damage causing by nay deficiency in the plumbing which the service will supply with be at the risk of the customer.
6. A System Connection Change and Installation Charge for a new service provided to leased premises shall be charged by the Department.

SERVICE CONNECTIONS:

7. Original service pipe and connection from the main to the customer's property, shall be installed at the tenant's expense, and be installed by a qualified and Department approved contractor. All service pipes shall have a minimum cover of four and one-half feet, and be a minimum diameter of one-inch copper or approved polyethylene tube rated at 200 PSI. To the extent not prescribed by State and Municipal regulations, materials and methods of construction shall be approved by the Department reasonable requirements; water will not be turned on until all defects have been remedied.
8. The portion of service pipe from main to curb valve shall become the property of the Department, and will be maintained, serviced, or replaced as deemed necessary by the Department and at the Departments expense. Service pipe from the leased lot line to the customer's premises will be maintained by the customer at his expense and in the manner satisfactory to the Department.
9. Curb valves will not be used by the customer or his agent for turning on or shutting off the water supply. The customer's control of water supply shall be by means of a separate valve, located on the owner's property. Curb valves are for the exclusive use of the Department.
10. No service pipe shall be laid within (10) ten feet of gas pipe, electric or telephone wires or any other facility of a public service company, nor within (10) ten feet of any open excavation, tank, cesspool or vault.

11. On new installations or reinstallations of service lines, only one premise will be supplied through one service pipe, with the approval of the Department. As used in the Rules and Regulations, the word "premise" shall mean:
 - a) A building under one roof owned by one customer and occupied as a place of business;
 - b) A combination of buildings owned by one customer, in one common enclosure, or one corporation or firm as a place of business;
 - c) A building owned by one customer having a number of offices or lofts, which are rented to tenants, and using in common one hall and one or more means of entrance, or
 - d) A condominium association serving on rot s combination of buildings in one common enclosure.

METERED SERVICE:

12. Meters on services shall be purchased and installed by the Customer at it his expense. The meter shall be of such design, and manufacture as is reasonably necessary to serve the customer involved, and meet requirements of the Department. Ownership of the meter shall become that of the Department, and be subject to the provisions of Section 15 hereof. The Department shall be responsible for maintenance of each meter at its own expense, except to the extent that the meter is damaged by the negligence if the customer.
13. If any meter is required within the premises additional to the Department's entrance meter, it will be installed, maintained and read by and at the expense of the customer. Meter pit installations, if required for irrigation sprinkler systems, addition buildings or other water using fixtures will be installed, maintained and read by the Department at the expense of the customer. The water customer at their expense may change existing plumbing to accommodate a single entrance meter therefore eliminating the need for a meter pit installation. If a single line services more than one exiting structure, two entrance meters will be require and billed unless the additional structure is fed directly through a single entrance meter.
14. The quantity of water recorded by the meter shall be accepted as conclusive by both the customer and the Department, except when the meter has been found to be registering inaccurately, or has ceased to register. In any such case, the quantity may be determined by the average registration of the meter in a corresponding past period, or by the average registration of a new meter, whichever method is more representative of the conditions existing during the period in question.
15. The Department reserves the right to remove and to test any meter at any time to substitute another meter in its place. In the case of a disputing account involving a question as to the accuracy of the meter, such meter will be tested by the Department upon request of the applicant. The fee for testing such meter will be the actual cost. Larger meters will be tested at tenant's cost, payable in advance of the test. In the event that the meter so tested is found to have an error to the detriment of the customer in excess of two percent and any rate of flow within normal test flow limits, the fee advanced for testing will be refunded, and the current bill rendered based on the last reading of such meter shall be corrected accordingly.
16. Subject to the provisions of Section 13 hereof, the customer shall permit no one other than an agent of the Department to remove, inspect, service or temper with the meter. As soon as it comes to his knowledge, the customer shall notify the Department of any damage to or malfunction of the meter.

PAYMENT FOR SERVICE:

17. Bill for service will be rendered periodically in accordance with the “Terms of Payment” noted on the Rate Schedules, and are payable at the offices of the Martha’s Vineyard Airport – Administrative Offices located at 71 Airport Road West Tisbury, or via mail at RRI Box 850 Vineyard Haven, MA 02568.
18. If water is used at any time during the year, the bill will be rendered at the annual rate, except in the case of a new service. Credit for water bills will not be issued unless water is terminated for three hundred and sixty five consecutive days with reasonable verification by the owner of their agent. Verification may be accepted by the Department through electric bills showing no usage. Requests for credit must be submitted to the Water Commissioners in writing form buy the owners of their agents.
19. Each bill for service will be rendered to the property lessee of the record, and who shall be held responsible for the payment of the bill.
20. If payment for water service in full is not made within forty-five days after the bill is received by the customer, the Department reserves the right to discontinue service in accordance with Water Department’s procedures.
21. Bills for water merchandise and appliances and for water jobbing and repair work shall be rendered to the customer promptly after the merchandise and appliances are delivered or the jobbing and repair work has been completed. Such bills shall be due and payable when rendered; but if any such bills are not paid within forty-five days of the date rendered, the Department may charge interest on the amount therefore at the annual rate of 18%. If payment in full for water merchandise appliances, jobbing and repair is not made within forty-five days after the bill is received by the customer, the Department reserves the right to discontinue service in accordance with Water Department’s procedures.
22. Whenever the customer desired to have his water service discontinued, he shall notify the Department in written form. Until such notice is received by the Department, the customer shall be responsible for payment for service rendered by the Department. A reasonable time after the receipt of such notice shall be allowed the Department to take a final reading of the meter and to discontinue service.

GENERAL:

23. Water service may be discontinued upon reasonable notice for any one of the following reasons.
 - a) Willful waste of water.
 - b) Tampering with meters or meter seals.
 - c) Unauthorized or unapproved connections to the departments system.
 - d) Property vacant, furnishing removed and whereabouts of the owner is unknown.
 - e) Cross-connecting Water Department service with any other supply source.
 - f) Refusal of reasonable access to property or to the meter.
 - g) Failure to pay for water service, water merchandise, service, or jobbing.
24. When water has been turned off for any of the above reasons, because of an unpaid bill, or upon the order of the customer, a change will be made for restoring service.
25. The Department will not permit its mains or service pipes to be connected with any other sources or supply, nor will the Department permit its mains or service pipes to be connected in any way to any pipes, tanks, vats or other apparatus which contain liquid chemicals or

other pollution which can flow back into the Departments mains and consequently endanger the Department's water supply.

26. Any authorized agent of the Department shall have the right of access to the premises being served during all reasonable hours for the purpose of reading meters, examining fixtures and pipes, observing the manner of water use, or for any other Department entitled to such access unless he displays on his outer garment a badge bearing his name and photograph and the name of the Department.
27. The Department shall have the right to cut off the water supply to make repairs, changes or connections to its mains and other equipment. It will use reasonable efforts to notify the customer in advance of such discontinuance of service but in time of emergency may not be able to do so.
28. If leakage is permitted to continue after notice from the Department, the loss of water may be estimated and billed.
29. The use of running water to prevent freezing will not be permitted unless approved in advance by the Department.
30. The Department shall not be liable for any damage or inconvenience suffered by the customer as a result of any cause beyond the Department's control. The Department shall have the right to reserve a sufficient supply of water at all times in its reservoirs to provide for fire or any other emergencies, and may restrict or regulate the use of water by its customers in case of scarcity or whenever the public welfare may require it.
31. Customers must adhere to any State of Supply of Conversation or State of Supply Emergency declared by the Oak Bluffs Water District in accordance with the Agreement for the Supply of Water between the Oak Bluffs Water District and the Martha's Vineyard Airport Commission.

FIRE HYDRANT SERVICE:

32. The relocation of hydrants shall be borne by the individual requesting relocation.
33. Water from fire hydrants and other fire protection system shall be used only for fire protection purposes, except that water from public fire hydrants may be used in a reasonable amount and at such times as the Department may permit, for the purpose of testing hydrants and firefighting apparatus, such tests to be conducted only by the properly authorized agents or employees of the municipality and acting in their official capacity with the consent of the Department. Without specific permission from the Department, no pumps will be permitted to be connected with water pipes so as to draw water except for fire purposes.
34. All fire services shall be equipped with an approved reduced pressure backflow prevention device, as required by the department. Each backflow prevention device shall be tested semi-annually by the Department. The cost for such test shall be the responsibility of the customer.

SERVICE TO NEW AREAS AND SUBSEQUENT USERS:

35. The developer of a previously undeveloped area shall pay the cost of a new water main to reach a subdivision from an existing main and main and hydrants necessary to service the subdivision internally. An individual property lessee will likewise be required to pay the cost of extending an existing main to reach his property. Title to such extension will vest with the Department; the Department reserves the right to interconnect these connections with any other main and to supply any other customers.

BILLING DATE:

36. Bills will be due and payable within 45 days of the invoice date for all service during the preceding (3) three months. Meter reading will compile monthly, and issued based usage. However, the Department reserves the right to bill at its option semiannual.

CONTRACTOR ACCESS:

37. Contractors requiring water services shall pay all costs of making hydrant or other connections to the water system, including the cost of installing a water meter and an approved reduced pressure a backflow prevention device as required by the department. Requests for such contractor service shall be made in writing at least 72 hours prior to the request being effective. The Department reserves the right to collect estimated cost and the minimum charge for one quarter prior to activation.

METERS:

38. Except as provided otherwise for contractors, meters approved in advance by the Department, will be furnished and installed by the lessee, and shall inspected by a repetitive of the Department at the time of installation.
39. Meters and Meter Touchpads shall be installed so as to allow for access without obstruction. Further, provision shall be made by the customer to provide a cable chase from the meter to an exterior wall allowing for the installation of remote meter reader installation and connections by the Department.

RATES AND CHARGES

Water Use Rates

Customer Type	Unit	Rate Per Quarter
Aviation Tenant		\$300
	Maintenance of Effort (No water from Main)	\$195
Non-Aviation Tenant	0-5,000 Gallons	\$600
	Over 5,000 gallons	\$80 per 1000 gallons
	Maintenance of Effort (No water from Main)	\$400
Municipal Tenant (Martha's Vineyard Airport, Vineyard Transit Authority, County of Dukes County)		\$50 per 1000 gallons based on actual usage

Service Charges

New Service Application Fee	\$120 includes basic inspection
Water Turn On/Off	\$40 per request
Meter Testing	\$50 per request
Back Flow Inspection/Certification	\$90 per fixture
Hourly Labor Rate	\$53.75 per hour
Inspection Services	\$53.75 per hour / \$107.50 minimum
Emergency Services	\$107.50 per hour / \$215 minimum
Pressure Vacuum Breaker	\$\$\$\$\$\$
Cross-Connection (WaterCross)	\$100 per device
Administrative Charge for Part Procurement	15%

Wastewater Use Rates

All Tenants	\$.05 per gallon based on actual usage (Effective January 1, 2022)
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Wastewater Collection System Regulations

- I. **MISSION:** The Wastewater Treatment Facility provides economical and timely service to its customers located in the mile square property known as the Martha's Vineyard Airport and owned by the County of Dukes County.
- II. **GOALS:** These regulations provide for the application for, and use of, the facility by its customers and establish the technical requirements for the interface between the Facility and its customers. Adherence to these regulations will allow the Facility to continue its operation and maintenance in an effective and efficient manner.
- III. **DEFINITIONS:** Unless the context specifically indicates otherwise, the meaning of terms used in these rules and regulations shall be as follows:

Airport - shall mean the Martha's Vineyard Airport and Business Park, in the County of Dukes County, State of Massachusetts, acting through its Airport Commissioners.

Building Drain - shall mean that pan of the lowest horizontal piping of a drainage system which received the discharge from soil, water and other drainage pipes inside wall of the building and conveys it to the building wall.

BOD – (Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures in five [5] days at 70 degree centigrade, expressed in milligrams per liter of solution.

Building Sewer - shall mean the extension from the building drain to the public sewer or other place of disposal.

Chief Operator (CO) - is the individual, licensed by the State, to operate and maintain the WWTF.

Combined Sewer - shall mean a sewer receiving both surface runoff and sewage.

Company - shall mean any industrial or commercial establishment with a liquid waste discharge.

County – is the County of Dukes County.

Flow – is the volume of sewage over time through a pipe and shall be measured in terms of gallons per minute.

Industrial Waste – shall mean the liquid waste from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.

Natural Outlet - shall mean any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

Operator - shall mean any qualified licensed Operator of Sewage Works *and/or* of Water Pollution Control Facilities acting as agent of the Airport Commissioners.

Person - shall mean any individual, firm, company, association society, corporation, or group.

pH - shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

Sanitary Sewer - shall mean a sewer which carries sewage and to which storm surface, and groundwater's are not intentionally admitted.

Sewage Works - shall mean all facilities for collecting, pumping, treating, and disposing of sewage.

Sewer - shall mean a pipe or conduit for carrying sewage.

Sewage - shall mean a combination of the water-carried wastes from business buildings, institutions and industrial establishments together with such ground, surface, and storm waters as may be present.

Slug - shall mean any discharge of water, sewage, or industrial waste which, in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration of flows during normal operation.

Stop Work Order - is a document issued, at the sole discretion of and by the Chief Operator, which shall cause lessee or lessee's agent to immediately cease operations and comply with regulations or cause to be remedied any condition in variance with these regulations which the CO believes to be unsafe.

Storm Drain - (sometimes termed "Storm Sewer") shall mean a sewer which carries storm and surface waters and drainage, but excludes sewage and industrial waste, other than unpolluted cooling water.

Suspended Solids - shall mean surface or particulate matter in suspension in sewage, which can be removed by filtering.

Wastewater Treatment Facility (WWFT) - IS the building and property. licensed by the State, at which is treated sewage generated by tenants of the Airport property.

Water Pollution Control Facility - shall mean the arrangement of devices and structures used for treating sewage.

Watercourse - shall mean a channel in which a flow of water occurs, either continuously *or* intermittently.

IV. REGULATIONS:

GENERAL

1. All tenants located on the Airport property shall be connected to the WWTF collection system in accordance with these regulations.
2. Tenants shall be required to install, at their expense, pre-treatment or flow-equalizing facilities for any waters or waste, if in the sole discretion of the Airport Manager lessee's flow or biological loading will exceed lessee's flow allotment or the WWTF's ability to treat and such equipment shall be maintained continuously in satisfactory and effective operation by the lessee at his/her expense.
3. Tenants shall be allowed alternatives to connection to the WWTF if, at the sole discretion of the Airport Manager, such alternatives have been approved by the applicable local, regional and state regulatory agencies.
4. There shall be a service commencement form furnished by the *WWTF/CO* upon which lessee or lessee's agent shall make application for service.
 - a) Said application will be valid for a period of twelve (12) months from approval and is valid only for the original conditions for which it was issued.
 - b) The permit application shall be supplemented by plans and specifications, or other documentation as required by *WWTF/CO* and/or the Business Park Development Regulations.
 - c) A change in use and or an increase in flow to that which was granted on the initial application will require a new permit.
5. It shall be unlawful to construct or maintain any privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.
6. All cost and expense incidental to the installation and connection of the building sewer shall be borne by the lessee.
7. The lessee of any building shall make available to the *WWTF/CO*, upon written request, any and all M.S.D.S. (Material Safety Data Sheets) used in the process, manufacturing, treatment, or cleaning of any materials that may enter the sewer collection system.

INSTALLATION:

1. CONNECTIONS: Any connection to the collection system of the WWTF shall be made under the supervision of the WWTF/CO or designee.
 - a) No unauthorized person shall uncover, make any connection with, or opening into, use, alter, or disturb any County sewer or appurtenance thereof without first obtaining written permission from the WWTF/CO.
 - b) No person shall make connection of roof down spouts, exterior foundation drains, areaway drains, or other sources of storm runoff of groundwater to a building sewer or building drain or potable (non-contact) coolant water, which in turn is connected directly or indirectly to a sanitary sewer.
 - c) The tenant's responsibility shall be from seven (7) feet from the shoulder or Right of Way (ROW) of abutting road. The connection from this point to the building shall be the lessee's responsibility.
 - d) Any disconnect, for any reason including non-payment of sewer use charges, shall be re-established only after all delinquencies have been discharged and a reconnection fee equaling 125 of the actual cost incurred by the WWTF personnel to reconnect has been received by tenant.
2. 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, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.
3. Existing sewers may be used in connection with new buildings only when they are found, on examination and test by the WWTF/CO, to meet all requirements of these rules and regulations.
4. All excavations for building sewer installation shall be adequately guarded with barricades and lights, and other property disturbed in the course of the work shall be restored in a manner satisfactory to the WWTF/CO.
5. All meters shall be located so as permitted convenient visual inspection and reading by WWTF personnel, and where such meters may be isolated for security reasons, a remote reading device shall be required at the lessee's expense.
6. Initial and "in process" inspections, as required by the WWTF/CO, shall be requested by the lessee or lessee's agent at least one (1) business day prior to need. Failure to properly notify or request an inspection as required shall be cause for the WWTF/CO to issue a Stop Work Order and any expense thereat shall belong to the lessee.
7. The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and back filling the trench and making a gas and water tight connection of the building sewer into the County sewer shall conform to the requirements of all local, regional and state building and plumbing codes or other applicable rules and regulations. Deviation from the prescribed procedures and materials shall be cause for a Stop Work Order issuance until compliance is met. Any requested deviation may be approved, in writing, by the WWTF/CO.

8. Grease, oil, and sand interceptors shall be provided when, in the sole discretion of the WWTF/CO, they are necessary for the proper handling of liquid wastes. All interceptors and traps shall be of a type and capacity approved by the Operator and shall be located as to be readily and easily accessible for cleaning and inspection.
9. Prohibited, any pollutants:
 - which create a fire or explosive hazard,
 - which will cause corrosive structural damage, but in no case discharges with pH lower than 5.5,
 - solids or viscous materials, in amounts, which will cause obstruction to flow,
 - Chemicals including oxygen demanding biological released in a discharge at a flow rate and/or concentration which will cause interference with normal bio-mass activity in the WWTF.
 - Heat (104 degrees Fahrenheit) in amounts which will inhibit biological activity, resulting in bio-mass activity interference.

MAINTENANCE:

When required, the owner of any property serviced by a building sewer carrying industrial waste shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the waste.

- Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Operator.
- The manhole shall be installed by the owner at his/her expense, and shall be maintained by him/her so as to be safe and accessible at all times.

NOTE: *Any new sewer lines and manholes shall be done in accordance with Defense-Henry plan dated August, 1992.*

All sewer lines and manholes will meet all federal, state, and local codes. Exceptions may be made as long as the sewer lines and manholes meet standard acceptable engineering practices and prior approval must be granted by the property owner/WWTF CO.

**Inspection Report
Commercial & Industrial Customers**

Date: _____ --- Permit Number: _____

Business or Lessee's Name: _____

Building Address: _____
(Number) (Street) (Map) (Parcel)

Mailing Address: _____
(P.O. Box) (City) (State) (Zip code)

Inspection of:
Existing
Addition
New

Specify The Following (by visual inspection):

Square Footage of Facility _____
Seating Capacity (if any) _____
Number of Employees _____

Grease Trap Data:
Make: _____
Type: _____
Model: _____
Number Size: _____
Frequency Schedule of trap pump
outs: _____

Number of Connections Sinks:
Lavatories _____
Utility kitchen _____
Mop/slop _____
Commercial _____
Laundry _____
Ice cream scoop _____
Bar glass sink _____
Other _____

Dishwashing Machines: _____
Clothes Washing Machines: _____
Food Steamers: _____
Ice Machines: _____
Tubs & showers: _____
Toilets: _____
Urinals: _____
Bidets: _____
Floor drains: _____
Sump Pumps: _____
Other: _____

Total Connections: _____

Comments:

Signature of Tenant or Tenant's Representative: _____

Date: _____

Martha's Vineyard Airport Wastewater Treatment Facility

Property located at _____

(Location)

Requests a permit to install or connect to a sewer to serve the _____

(Name of company, partnership, individual)

Type of Business _____

_____ at said location.

1. The following indicated fixtures will be connected at the proposed business:

<u>Number</u>	<u>Fixture</u>	<u>Number</u>	<u>Fixture</u>
_____	Kitchen sinks	_____	Toilets
_____	Lavatories (sinks)	_____	Bathtub or shower
_____	Laundry sinks	_____	Dishwashing machines
_____	Urinals	_____	Grease trap/interceptor
_____	Clothes washing machines		

2. Specify the following: _____ Existing _____ Addition _____ New _____ Other Fixtures
 _____ Square footage of building _____ Seating Capacity _____ Number of Employees

3. A complete schedule of all process waters and industrial wastes produced or expected to be produced at said property, the daily volume and maximum rates of discharge, and representative analyses, if required.

4. The name and address of the person or firm who will perform the work covered by this permit is _____ in consideration of granting of this permit, the undersigned agrees:

- a. To furnish additional information relating to the installation of use of the industrial sewer for which the permit is sought as may be requested by the operator of the Wastewater Treatment Facility.
- b. To accept and abide by all the rules and regulations of the Commission, where the said business is located, and all pertinent ordinances now and future.
- c. To accept and maintain any waste pretreatment facilities, in an efficient manner at all times, and at no expense to the County.
- d. To cooperate at all times with the operator and/or representative in their inspecting, sampling, and study of the industrial/commercial waste, and any facilities provided from pretreatment.
- e. To notify the Operator immediately in the event of nay accident, negligence, or other occurrence that occasions discharge to the sewers of any wastes or process waters not covered by the permit.
- f. It is up to the applicant to provide water meter(s) for all services discharging into the sewer system. The operator and/or representative will be allowed on said property to read the water meter(s). It is also up to the lease to maintain the water meter(s) in proper working order.
- g. The issuance of this permit does not preclude any applicable State/Town permits.
- h. Water meters for non-sewer usage are recommended, as rate is based on per gallon from the water meter.
- i. Furnish all copies of SDS (Safety Data Sheets) that may be used in any operation which would be disposed of through the sewer.

 (Signature Lease)

 (Signature Approving Official)

Gallons Permitted Per Day _____

Connection Fee _____