# Martha's Vineyard Airport Water Department

# Rates, Rules, and Regulations January 12, 2017

Martha's Vineyard Airport Airport Commissioners

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### **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.
- No agreement will be entered into by the Department with any applicant until all arrears and changes 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 p.s.i. 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 doe 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 requires it.
- 31. Customers must adhere to any State of Supply of Conversation or State or 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**

Non-Aviation Tenant	\$600 per quarter (includes first 5000 gallons) + \$80 per 1000 gallons over 5000 gallons
	1 900 per 1000 ganons over 5000 ganons
Municipal Tenant	\$50 per 1000 gallons based on actual usage
Aviation Tenant	\$300 per quarter
Non-Aviation	\$400 per quarter
Maintenance of Effort	
<b>Aviation Maintenance of Effort</b>	\$195 per quarter

## **Service Charges**

New Service Application Fee	\$120 includes basic inspection		
Water Turn On/Off	\$40 per request		
Meter Testing	\$50 per request		
Back Flow	\$90 per fixture		
Inspection/Certification			
Hourly Labor Rate	\$53.75 per hour		
Inspection Services	\$53.75 per hour / \$107.50 minimum		
Emergency Services	ices \$107.50 per hour / \$215 minimum		

## **Wastewater Use Rates**

All Tenants \$.03 per gallon based on actual usage	All Tenants
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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 sower 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.

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

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

**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 tor 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.

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### **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.
  - a) 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 sale 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:	e: Permit Number:					
Business or Less						
Building Address	s:					
Building Addres	(Number)	(Street)		(Map)	(Parcel)	
Mailing Address	:					
J	- (P.O. Box)		(City)		(State)	(Zip code)
Inspection of:	Existing Addition New					
Specify The Follo	owing (by visua	l inspection	):			
Seating Capacity (	f Facility if any) yees			Type: Model: _ Number :	Size:	
Number of Conn Lavatorie Utility kite Mop/slop Commerc Laundry Ice cream Bar glass	s chen o cial n scoop			outs:		
Other Dishwashing Ma Clothes Washing	chines:			Comm	ents:	
Food Steamers: Ice Machines:						
Tubs & showers: Toilets:						
Urinals: Bidets:						
Floor drains:						
Sump Pumps: Other:						
Total Connection	ns:					
Signature of Tenan Tenant's Represen	t or tative:					

## **Martha's Vineyard Airport Wastewater Treatment Facility**

				Da	ite:		
per	ty located at						
nue	sts a nermit to install (	(Location) or connect to a sewer	to serve the				
	_	(Name of company, par					
oe o	f Business						
			at said loo	cation.			
1.	The following indica	ted fixtures will be co	nnected at the propos	ed business:			
<u>N</u>	<u>lumber</u>	<u>Fixture</u>	<u>Number</u>		<u>Fixture</u>		
_		Kitchen sinks			Toilets		
_		Lavatories (sinks)			Bathtub or shower		
_		Laundry sinks			Dishwashing machine		
_	<del></del>	Urinals			Grease trap/intercep		
-	<u></u> .	Clothes washing mach	nines				
2.	Specify the following:	Existing	Addition	New	Other Fixtures		
			Seating Capacity				
<ol> <li>2.</li> </ol>	permit is sought as ma To accept and abide by	ay be requested by the o	he installation of use of toperator of the Wastewa ations of the Commission	ter Treatment	Facility.		
3.	To accept and maintai expense to the County	n any waste pretreatme /.	ent facilities, in an efficier		·		
4.	of the industrial/comn	nercial waste, and any f	nd/or representative in that acilities provided from pr	etreatment.			
5.			ent of nay accident, negli tes or process waters not	_			
6.	occasions discharge to the sewers of any wastes or process waters not covered by the permit.  It is up to the applicant to provide water meter(s) for all services discharging into the sewer system. The						
			ed on said property to rea		•		
	to the lease to maintai	in the water meter(s) in	proper working order.				
7.	The issuance of this permit does not preclude any applicable State/Town permits.						
8.	Water meters for non-sewer usage are recommended, as rate is based on per gallon from the water						
9.	meter. Furnish all copies of MSDS (material Safety Data Sheets) that may be used in any operation which would						
	be disposed of through			·			
	(Signatu	ure Lease)	(Si	gnature Approvi	ng Official)		
	(Signatu			gnature Approvi	ng Official)		