

# Water Rules and Regulations

## Town of Burlington

### Department of Public Works



Adopted: 12/14/09

**Town of Burlington  
Department of Public Works**

**WATER RULES AND REGULATIONS**

By virtue of the statutory powers and all other powers, the Board of Selectmen of the Town of Burlington, acting as the Board of Public Works, establishes the following Rules and Regulations for the conduct of the business of the Water and Sewer Division.

**ARTICLE I  
DEFINITIONS**

1. **APPLICATION FOR WATER SERVICE:** The application for water from the Town's Water Distribution System.
2. **BACKFLOW:** The flow of water, other liquids, or the mixture of water with other liquids from a source that is not potable water into a potable water pipe, prevention of which is by a Backflow Prevention Device.
3. **BACKFLOW PREVENTION DEVICE:** A Backflow Prevention Device (or Approved Backflow Prevention Device) prevents the backflow of water from the Premises into the Water Distribution System.
4. **CELLAR VALVE:** A Cellar Valve is a water flow control valve located inside the foundation of a building, between the end of the service pipe and the water meter. The Cellar Valve is the property and maintenance responsibility of the home or business owner.
5. **CORPORATION STOP VALVE:** A water service shutoff valve located at a street water supply main. This valve cannot be accessed or operated from the ground surface. The Corporation Stop Valve for services one inch and smaller is the property of and maintenance responsibility of the Town.
6. **CROSS-CONNECTION:** Any actual or potential connection between a distribution pipe of potable water from a public water distribution system and any water source, which is not of potable water, or any pipe, which is not a potable water pipe.
7. **CURB STOP:** A Curb Stop is an in-ground structure at the property line, which contains a service valve and is the connecting point between the service line and service pipe. The Curb Stop and service valve are the property of and maintenance responsibility of the Town.
8. **CUSTOMER:** Any person, partnership, firm, corporation, trust (real estate or other body), politic or organization of any type in which the owner(s) is supplied with water by the Water Distribution System. The Customer is normally the record owner of the realty being supplied with water and responsible for the account.
9. **DEPARTMEN:** The Department of Public Works for the Town of Burlington.
10. **FINAL READ OUT:** Prior to demolition or change of ownership of the property the Water and Sewer Division will perform a Final Read Out and inspection of the meter.
11. **LIEN:** Shall mean the statutory Lien a municipality may impose pursuant to Massachusetts General Laws, Chapter 40 Section 42(A).
12. **OUTSIDE METER-READING DEVICES OR AUTOMATIC READING DEVICES:** The Town may install a device on the inside or outside of a building in an accessible location to enable routine meter readings without internal access to the premises. The Town shall maintain and replace such devices at its expense.
13. **POTABLE WATER:** Water from any source, which is approved by the Massachusetts Department of Environmental Protection for human consumption.
14. **PREMISES:** The commercial or residential property being serviced with water from the Water Distribution System.
15. **PUBLIC OR PRIVATE WAY:** The Town-owned or privately-owned road or street open to the public as a through way.
16. **RULES AND REGULATIONS:** Town of Burlington Department of Public Works Water Rules and Regulations.

17. **SERVICE LINE:** A Service Line is a pipe that connects the water supply main to the Curb Stop. The Service Line is the property of and responsibility of the Town only for pipes one (1") inch in diameter or smaller.
18. **SERVICE PIPE:** A Service Pipe is a pipe running from the Curb Stop to a Cellar Valve, which valve is located immediately inside the structural wall of the Premises. The Service Pipe and the cellar valve are the property of and maintenance responsibility of the Customer.
19. **TOWN:** The Town of Burlington, Massachusetts.
20. **WATER DISTRIBUTION SYSTEM:** Network of water supply mains, booster pumps and storage tanks, use to deliver water to the customer.
21. **WATER METER OR METER:** A device for measuring and recording the flow of water from the municipal supply to the Premises.
22. **WATER SUPPLY MAIN:** A Water Supply Main is the municipal water main to which a service line is connected to supply water to the Premises.

## **ARTICLE II** **GENERAL PROVISIONS**

1. **APPLICATION FOR WATER SERVICE.** All applications for the introduction of Town water to Premises shall be made in writing on an Application for Water Service provided at the Department of Public Works, Town Hall Annex, 25 Center Street. Only the Customer, or a duly authorized agent, may apply for Town water. Approval of the application by the Water and Sewer Division shall create a contract between the Water and Sewer Division and the Customer obligating the Customer to pay the Town of Burlington its established rates and to comply with the Rules and Regulations.
2. **RESPONSIBILITY FOR CHARGES.** Upon the activation of water service, the Customer will be charged with and held responsible for all water passing through the Service Pipe. A demand charge and interest will be rendered by the Town on delinquent bills, and continued delinquency will result in a Lien on the Premises.

Residential meters will be read biannually and commercial meters read quarterly. The minimum billing charge ceases only when the structure receiving water from the Water Distribution System is demolished, removed from its site, or is declared legally uninhabitable.

Bills are payable to the Town and will be sent to the Customer at the address provided on the Application for Water Service. Customers should notify the Water and Sewer Division promptly of any change of address. If a bill is not paid within thirty (30) days after the date of the invoice, the Customer may be charged interest and penalties specified in Article VII of the Rules and Regulations.

Failure of the Customer to receive a bill does not relieve the Customer of the obligation of payment, nor from the consequences of non-payment. Any overdue bill may be collected by any legal means, including a Lien on the Premises, shutting off of water, or an action in contract, pursuant to Massachusetts General Laws, Chapter 40, Sections 42A-42F.

If the water service is shut off by the Town due to a delinquent account, it will not be turned on until all past due bills, penalties, and a fee for turning on water service are paid.

The Town shall be notified at transfer of any change of ownership of Premises serviced. The new Customer must complete an Application for Water Service. Billing changes will become effective at the next regular billing date following the date of notice. The Town will take a reading of the Water Meter upon the effective date of the transfer. Any outstanding charges, any excess charges, and the prorating of the minimum charge must be adjusted between the buyer and the seller at the passing of papers. Failure of the seller to notify the Town of a change of ownership does not alleviate the buyer of any charges due the Town. All charges are against the Premises and Lien procedures may be instituted if necessary.

All water passing through a Water Meter must be paid for by the Customer. If a Water Meter malfunctions or fails to register, the Customer will be charged at the average daily consumption as shown by the Meter when in order, for the corresponding, preceding two (2) year period (or for whatever the preceding service time is, if less).

In the event that a Meter fails to register or is out of order, the Town will notify the Customer. If, for whatever reason, access to repair or replace the Meter is not allowed, the water usage will be estimated based on previous history of water usage and the water service will be subject to disconnection as shown in Section 4 below.

The Town will require a minimum forty-eight (48) hours written notice for a Final Read Out. The Customer shall allow the Water and Sewer Division to enter the Premises to make a Final Read Out of the Water Meter, at which time a physical inspection of the Meter will be conducted. Simultaneously, an inspection of the Premises for illegal connections to the Town's sanitary sewer system will be conducted. Any illegal connections shall be corrected prior to the sale and transfer of the Premises. Any Final Read Out required sooner than forty-eight (48) hours will be subject to a fee as specified in Article VI of the Rules and Regulations.

All claims for adjustment of bills shall be made within sixty (60) days of date of issuance of said bills, in writing to the Department of Public Works.

3. **UNUSUAL CONSTRUCTION.** Customers desiring any construction, alterations or attachments which are inconsistent with the Rules and Regulations must submit plans and specifications to the Water and Sewer Division for review and approval or disapproval. The Water and Sewer Division will determine the terms, conditions and charges, if any, under which the work will be performed.
4. **ACCESS TO THE PREMISES.** Employees or contractors working on behalf of the Water and Sewer Division shall be permitted to access all Premises supplied with water at reasonable hours to permit inspection of plumbing and fixtures, to read, set, examine, calibrate, repair, test or remove Meters and automatic reading devices, to ascertain the amount of water used and manner of use, and to enforce the Rules and Regulations. After three (3) attempts to contact the Customer, a registered notice of the time the water service will be disconnected will be sent and water service will be turned off at that time.
5. **FIRE HYDRANTS.** Fire hydrants are under control of the Town's Fire Department for any firefighting situation (fires or necessary practice). In no other case shall anyone be allowed to draw water from, exercise or operate any fire hydrant within the Water Distribution System without permission from the Water Department. The Water and Sewer Division must be notified as soon as practical after the use of a hydrant for the purpose of inspection of all hydrants used. Anyone with permission from Water and Sewer Division to extract water from a hydrant will pay a fee and all water usage will be metered by the Water and Sewer Division. Any person or persons taking water from any hydrant in the Town without permission from the Water and Sewer Division will be assessed a tampering penalty as noted in Article VII of the Rules and Regulations, and will be responsible for any related damage and water charges.
6. **PRIVATE HYDRANT MAINTENANCE.** The Town's General Bylaws require owners of fire hydrants on private property to provide annual maintenance of the hydrants, the goal of which is to ensure properly functioning hydrants on private property in the event of a fire or other emergency. Under the Rules and Regulations, property owners are given the choice to hire a Town-approved private contractor to perform the hydrant maintenance or to use the services of the Water and Sewer Division, for which property owners will be invoiced. Failure to maintain private fire hydrants can result in fines as defined in the Town's General Bylaws.
7. **CONDITIONS UNDER WHICH SERVICE IS FURNISHED.** The Town does not guarantee constant pressure nor uninterrupted service, nor does it assure the Customer either a full volume of water or the required pressure per square inch necessary to effectually operate hydraulic elevators, sprinkler systems, or other appliances. However, although the Town will undertake to use all reasonable care and diligence to avoid interruptions and fluctuations in the water service, the Town shall not be liable or responsible to any persons for any loss or damage from any excess or deficiency in the pressure, volume or supply of water.
8. **NO LIABILITY FOR INTERRUPTION OF SERVICE.** No Customer will be entitled to damages, or to have any portion of payment refunded, for any interruption of supply occasioned either by accident to any portion of the water distribution system, or by shutting off for the purpose of additions or repairs to the water distribution system, or by stoppage or shortage of supply due to causes beyond the control of the Water and Sewer Division, such as excessive drought, excessive use of and waste of water by other consumers, or by leaks or defects in the pipes or appliances owned by the Customer or other consumers.

9. **NO LIABILITY FOR CONSUMERS' PIPES.** The Town will not assume any liability for conditions in the Customer's plumbing or appliances associated with or following installation, repairs or flushing to any part of the Water Distribution System and shall not be responsible for damages caused by sediment-laden water resulting from the opening or closing of any gates or screens for repairs or any other reasons, or the breaking of any supply lines.
10. **NO LIABILITY FOR COLLAPSED BOILERS, ETC.** The Water and Sewer Division reserves the right at any time, without notice, to shut off the Water Distribution System for purposes of making repairs, extensions or for other necessary purposes. Persons having boilers or other pressure-dependent appliances on their Premises are required to provide, at their own expense, suitable safety appliances to protect themselves against such danger. In any event, it is expressly stipulated that the Town will not be liable for any damage resulting from water having been cut off, either through accident or necessity.
11. **NO LIABILITY FOR SHUTTING OFF WATER WITHOUT NOTICE.** When it becomes necessary to shut off the water from any section of the Town because of an accident, emergency or for the purpose of making any changes or repairs, the Water and Sewer Division will endeavor to give timely notice to as many of the Customers affected thereby as time and character of the repairs or accident will permit, and will, so far as practicable, use its best efforts to prevent inconvenience and damage arising from any such shut off, but failure to give such notice will not render the Water and Sewer Division responsible for any damages that may result from the shutting off of the water.
12. **LIABILITY FOR FREEZEUPS.** It is the responsibility of all Customers to ensure that all plumbing, fixtures, Meters and appliances in their Premises are protected from freezing. The Customer shall make any repairs that may be necessary to prevent leaks and damage. Neither the Town nor the Division shall be held responsible for loss or damage to any plumbing, fixtures, meters or appliances due to freezing and any repairs to same made by the Town shall be paid for by the Customer.
13. **SERVICE TURN ON/OFF.** Only Water and Sewer Division employees will turn off/on water service at the street.

Except in the case of emergencies, all water shutoffs and startups shall be scheduled within a minimum of three (3) days prior notice to the Water and Sewer Division and shall be billed according to the current fee schedule.

Prior to a structure being demolished, the water service must be shut off, Meters removed and service disconnected from the Curb Stop. Additionally, the Sewer Service Line must be cut and capped at the property line before the commencement of any work. It will be the responsibility of the property owner or developer to notify the Water and Sewer Division and to excavate for the disconnection, which must be witnessed and inspected by the Water and Sewer Division.

Discontinuance by the Owner: Any Customer may discontinue water service to a building by notifying the Water and Sewer Division in writing at least three (3) working days in advance of the date on which water service is to be discontinued. Upon notification that the service is to be discontinued, the Water and Sewer Division shall discontinue the water service. Whenever water service has remained discontinued for a continuous period of one (1) year or more, the Water and Sewer Division may, at its sole discretion, require the Customer to cut and cap, at the Customer's expense, the water service pipe(s) from the Water Supply Main.

Turn On After Discontinuance: If water service has been discontinued for less than one (1) continuous year, the service shall be turned on only by the Water and Sewer Division at the request of the Customer. Where water service has been discontinued for one (1) continuous year or more, the water service will be turned on only after the Customer submits an Application for Water Service to the Water and Sewer Division.

14. **LEAKS.** The Water and Sewer Division shall have the right to shut off water to where a leak exists or is believed to exist. Any such leaks must be repaired and must pass inspection by the Water and Sewer Division before water will be restored. In addition, each Customer shall be responsible for the cost of any repairs on all Customer-owned Water Service Lines and/or Water Service Pipes.

### **ARTICLE III** **SERVICE PIPES AND FIXTURES**

1. **CONFERENCE WITH WATER AND SEWER DIVISION.** Prior to commencing installation of water service, the Consumer (or developer) will meet with the Water and Sewer Division to review and insure understanding of, and

compliance with the Rules and Regulations.

2. **RESPONSIBILITY FOR WATER SERVICE LINE.** For water service one inch (1") and under, the Service Line from the Water Supply Main to the curb box, and the curb box at the property line shall be owned and maintained by the Water and Sewer Division. For all other services, the Customer is responsible. In the event of a leak in line under the Customer's ownership and control, such leak shall be repaired by the Customer upon discovery as a condition of continued water supply.
3. **RESPONSIBILITY FOR SERVICE PIPE.** The Service Pipe from the curb box to the building to the Meter including the cellar valve shall be installed, owned and maintained by the Consumer. In the event of a leak in this service pipe, the Consumer shall repair the leak upon discovery as a condition of continued water supply.
4. **ACCESS TO CURB STOP.** The Curb Stop shall contain a service valve which must be accessible to the Water and Sewer Division should it be necessary to turn off the water supply.

#### **ARTICLE IV** **METERS**

A Water Meter is a device for measuring and recording the flow of water from the municipal supply to the Premises. In most cases, the Meter is located within the Customer's building or structure and in other cases in a box or vault elsewhere on the Customer's property. Regardless of the location, the Meter is the property of the Town and may be repaired, tested, calibrated, improved or replaced by the Town, for which service the Customer must permit entry onto the Premises by persons authorized by the Town, upon reasonable advance notice to the Customer. The Customer is responsible for reasonable care and use of the Water Meter.

1. **FURNISHING OF METERS AND METER SIZE.** For residential and non-residential buildings, the Town shall furnish at the Customer's expense, Meters, up to and including one inch (1") in size, along with the necessary bushings and couplings to attach to the plumbing and all automatic reading devices. The Customer shall furnish, at his/her expense, Meters over one inch (1"), except that the future replacement of any such Meter shall be at the Town's expense. The size and type of the Meter required shall be subject to the approval of the Town.

Each unit within any multi-family, condominium, or mixed use, as defined in the Town Zoning Bylaws shall be metered individually.

Meter Applications:

Meters 1" or larger shall be sized in accordance with American Water Works Association.

- Sizes 5/8" to 2" meters: Displacement type (except for constant flow where 2" turbine may apply).
- Size 2" and above Meters:
  - a) Compounds: Apartments  
Motels and Hotels  
Hospitals  
Schools  
Restaurants  
Office Buildings  
Dormitories, nursing homes, department stores, shopping malls, and other commercial establishments.
  - b) Turbines: Processing Plants  
Manufacturing Facilities  
Lawn Sprinkler Systems  
Level controlled tank filling operations  
Inter-systems sale or transfer

2. **OWNERSHIP.** All Meters, once installed, become the property of the Town, except that the Town may refuse to take ownership of a Meter which is improperly installed or which is the wrong type or size for the Premises in question.

Where a Meter is improperly installed or is the wrong type or size, the Customer shall be required to install a Town-approved Meter prior to the commencement of water service. The Town has the right to change the size of the Meter without charge to the Customer. However, all costs and expenses associated with the installation of a Meter outside of normal business hours shall be borne by the Customer.

3. **COST OF METER REPAIRS.** The cost of Meter repairs or replacements necessitated by ordinary wear and tear will be borne by the Town. The costs of repairs, maintenance and/or replacement caused by freezing, hot water, or other than ordinary wear and tear, whether internal or external, will be borne by the Customer.
4. **CONTROL VALVES.** Requirements established by the Town for Customer-owned portions of the Water Distribution System include but are not limited to the following: a minimum of two (2) additional control valves are required in association with the installation of each service. One valve is to be located near the point of entry of the service pipe through the building or structure wall. A second valve is to be located on the "downstream" or house side of the water Meter. These valves should be of equal size to the diameter of the pipe to which they are connected and are the property of the Customer.
5. **MATERIALS SPECIFICATION.** Specifications, valves and other appurtenances shall conform to Massachusetts Plumbing Code Regulations and Department specifications. All installations shall be performed by a licensed plumber in accordance with Massachusetts Plumbing Code and any other applicable regulations and to the satisfaction of the Water and Sewer Division. If any defects in workmanship or materials are found or if the Customer's service has not been installed in accordance with proper specifications or the Water and Sewer Division's requirements, water service will either not be turned on or will be discontinued if such defects are not remedied within a specific time set by the Water and Sewer Division. The Water and Sewer Division will not be held liable for any defects in such workmanship or material.
6. **MAINTENANCE OF CUSTOMER'S PLUMBING.** All Customers shall maintain the plumbing and fixtures within their Premises in good repair and protected from freezing at their own expense. Customers shall make any repairs that shall be necessary to prevent damage or leaking. All plumbing must conform to Massachusetts Plumbing Code and any other applicable regulations.
7. **LOCATION.** All Meters shall be set, as nearly as possible, at the point of entry of the Service Pipe to the building, and the Customer shall provide and maintain a clean, warm accessible place therefore. The remote reader will be set on the exterior of the building, on the driveway side whenever possible, at approximately eye level, and at a location where plantings or shrubs will not inhibit the Meter reader's access.
8. **OUTSIDE METER-READING DEVICES OR AUTOMATIC READING DEVICES.** The Town may install a device on the inside or outside of a building in a conveniently accessible location to enable routine Meter readings without internal access to the owner's building. The Town shall maintain and replace such devices at its expense.
9. **ACCESS TO METERS.** It shall be the duty of all Customers to see that Meters on service connections and remote readers shall be readily accessible at all times to the Water and Sewer Division. Failure to remove any obstruction which prevents access to the Meter or the remote Meter within three (3) days after being notified by the Department will cause the water to be shut off from the Premises and it will not again be turned on until all obstructions are removed.
10. **METER REPAIRS, RELOCATION, AND REPLACEMENT.** The Water and Sewer Division shall have the right to remove, repair or replace any Meter at any time. All Meter installations which cannot be shut off shall be equipped with a by-pass at the expense of the Customer.
11. **DAMAGE TO METERS.** Customers will be held responsible for damage to the Water Meter as a result of freezing, hot water, or other external causes. When damage occurs, the Town will furnish and set another Meter or repair the damaged one. The cost of such replacement or repairs shall be charged to the Customer on the basis of cost to the Town of materials, labor, and current sales tax law.
12. **TAMPERING.** It is illegal to tamper with a Water Meter. Written authorization must be obtained from the Town to install, alter or remove a Meter. Violations are subject to a fine as set forth in Article VII of the Rules and Regulations.  
  
All Meters will be sealed against tampering or alteration. A broken seal is a violation of the Rules and Regulations.
13. **MOVEMENT OF METERS.** Once sealed by the Town, Meters and remote readers will be moved only by the Water

and Sewer Division. If the relocation is done for the convenience of the Customer, the Customer will be responsible for the cost of the relocation.

14. **TESTING METERS BY REQUEST.** The accuracy of the Meter on any Premises will be tested by the Water and Sewer Division upon written request of the Customer, who shall pay a water meter bench test fee (see Article VI of the Rules and Regulations) to cover the cost of the test. If upon testing the meter is found to register over two percent (2%) more water than actually passes through it, the Meter will be repaired and the fee will be refunded and the water bill for the current period will be adjusted in accordance with the result of the test; if, however, it appears that the Customer was charged, or has paid for less water than he should have been charged or should have paid for, he shall forthwith be charged with the proper additional amount and shall pay the same, together with the expense of the examination and test, to the Town.

15. **TIME INTERVALS FOR METER TESTING:**

The Town reserves the right to test Meters based on the following schedule:

- 6 inch or larger – yearly.
- 4 inch and larger – every 2 years.
- 3 inch – every 3 years.
- 1 ¼ through 2 inch – every 4 years.
- 5/8 and 1 inch – every 15 years or change out.

**ARTICLE V**  
**BACKFLOW**

The purpose of the Cross-Connection Program is to protect the Town’s potable water supply from the possibility of contamination or pollution by isolating such contaminants or pollutants which could Backflow or back siphon into the Water Distribution System; to promote the elimination or control of cross-connections, actual or potential, between a Customer’s potable water system and non-potable water systems, plumbing fixtures and industrial piping systems; and to provide for a continuing program of cross-connection control which will systematically and effectively prevent the contamination or pollution of all potable water systems from cross-connections.

As provided in the Federal Safe Drinking Water Act of 1974, Public Law 93-523, and the Commonwealth of Massachusetts Drinking Water Regulations, 310 CMR 22.22, Cross Connections; the Town has the primary responsibility for preventing water from unapproved sources or any other substances from entering the Water Distribution System.

The Water and Sewer Division is responsible for the protection of the public potable water supply from contamination or pollution due to Backflow or back siphonage of contaminants or pollutants through a potable water service connection. If, as a result of a survey of the Premises, the Water and Sewer Division determines that an Approved Backflow prevention device is required at the Town’s water service connection or as interior protection within any Premises, for the safety of the potable water supply, the Water and Sewer Division shall give notice in writing to said Customer to install an Approved Backflow Prevention Device(s). The Customer, shall within the time frame determined by the Water and Sewer Division, install by a licensed plumber such approved backflow prevention device(s) at the Customer’s expense.

Failure, refusal, or inability to install said device(s) within the specified time shall constitute grounds for shutting off water to the Premises until such device(s) has been properly installed and any fines or charges for shutting off and turning on water have been paid.

No water service connection to any Premises shall be installed or maintained by the Water and Sewer Division unless the water supply is protected as required by 310 CMR 22.22 and the Rules and Regulations. Service of water to any Premises shall be discontinued by the Water and Sewer Division if a Backflow Prevention Device is not installed, tested and maintained, or if it is found that a Backflow Prevention Device has been removed, by-passed, or if an unprotected cross-connection exists on the Premises. Service shall not be restored until such conditions or defects are corrected.

In the case of a Premises in which any industrial fluids or any other objectionable substances are handled in such a way as to create an actual or potential health hazard to the public water supply, the public water supply shall be



protected against backflow from the Premises by requiring the Customer to install an Approved Backflow Prevention Device(s) in the service pipe to provide additional containment protection.

All commercial, industrial and institutional users of the public water system shall be required to install and maintain an Approved Backflow Prevention device for building containment. This device shall be installed immediately downstream of the Water Meter or at the point of service entrance, as so there are no draw-offs or tee's upstream of said device.

The location of each Backflow Prevention Device with respect to the plumbing on the Premises and the service connection to the Premises shall be based upon the degree of existing or potentially existing health hazard, and shall conform to Water and Sewer Division's requirements and other specific requirements in accordance with 310 CMR 22.22 (4)(a) and (4)(b).

All Backflow Prevention Devices required by Massachusetts 310 CMR 22.22 shall be tested as required in 310 CMR 22.22 (13). In those instances where the Water and Sewer Division deems the hazard to be great enough, the Water Department may require certified inspections at more frequent intervals.

The Consumer shall be responsible for applying for and obtaining all necessary approvals and permits for the maintenance of cross-connections and installation of Backflow Prevention Devices.

All decisions relating to the determination of Backflow Prevention Devices will be made by the Water and Sewer Division. Failure to comply with any directive from the Water and Sewer Division will result in termination of water service.

All costs for inspections, tests, and other Water and Sewer Division activities resulting from the implementation and operation of the Cross-Connection Program shall be the responsibility of the Consumer.

Backflow testing is performed twice a year. All Backflow Prevention Devices will be tested by the Water and Sewer Division or an authorized representative. In the event of a failed device, repair/replacement as well as re-testing must be conducted within ten (10) days of installation or repair. Failure to follow this procedure will result in water service termination.

All fire protection systems connected to the Town's water supply must be protected with an Approved Backflow Prevention Device; such device(s) will be tested according to Massachusetts Department of Environmental Protection's recommendations.

The Town shall not be responsible for any damage resulting from the shutoff of water or the subsequent let-on of water in conducting required tests and inspections of an Approved Backflow Prevention Device installations.

**TAMPERING.** It is illegal to improperly tamper with a Backflow Prevention Device. Written authorization must be obtained from the Town to install, alter or remove a Backflow Prevention Device. Violations are subject to a fine as set forth in Article VII of the Rules and Regulations.

**ARTICLE VI**  
**WATER & SEWER RATES AND FEES**

1. **Water and Sewer Rates** - Effective July 1, 2009 - (Amended 11/22/10)

	Water Rates *	Sewer Rates *
<b>Residential</b> - 2x per year		
0 to 20,000 Gallons	\$ 37.00 minimum	\$ 37.00 minimum
20,001 to 30,000 Gallons	\$ 2.50	\$ 5.50
30,001 to 50,000 Gallons	\$ 2.25	\$ 6.25
50,001 to 70,000 Gallons	\$ 3.00	\$ 7.00
70,001 to 90,000 Gallons	\$ 3.75	\$ 8.00
90,001 and more	\$ 4.50	\$ 9.50
Un-metered - no refunds	Minimum 50,000 gal	Minimum 50,000 gal
Irrigation Second Meter (Residential - billed 1x a year)		
0 to 5,000 Gallons	\$22.50	
5,001 and more	\$4.50	
<b>Commercial</b> – 4x per year		
0 to 10,000 Gallons	\$18.50 minimum	\$31.50 minimum
10,001 to 15,000 Gallons	\$ 3.00	\$ 7.00
15,001 to 35,000 Gallons	\$ 3.75	\$ 8.00
34,001 and more	\$ 4.50	\$ 9.50
Un-metered - no refunds	Minimum 50,000 gal	Minimum 50,000 gal

\* per 1,000 gallons

2. **Fee schedule** – Effective July 1, 2009.

Water Connection Fee	\$150.00
Back Flow Test	\$ 50.00
Emergency Final Read (within 48 hrs)	\$200.00
Water Shut Off/Turn on Fee:	\$ 50.00 Overtime rate during other than working hours
Hydrant Meter Rental:	\$250.00 (non-refundable) + water cost + \$750.00 deposit = \$1,000.00
Water Meter Bench Test:	\$50.00 if test proves meter accurate
Thaw Frozen Service	actual cost
New Service - 5/8" Meter/MIU	\$250.00
New Service - MIU Only	\$100.00
Larger Meters - Provided by Customer	\$100.00 minimum - MIU charge
Private Hydrant Maintenance Fee	\$250.00
Fire Flow Test	\$100.0

**ARTICLE VII**  
**PENALTIES**

Penalties are hereby established for violations of the Rules and Regulations. Such violation may result in the shutting off of water to the Premises. Water shut off for violation of Rules and Regulations, nonpayment of charges, or other offense, will not be turned on again until the Water and Sewer Division is satisfied that the violation has been properly addressed.

**1. WATER CONSERVATION VIOLATIONS.**

Any person who violates a restriction or restraint upon the use of water on the Premises, imposed in accordance with Article XIV of the Town's General Bylaws, shall be issued a written warning for the first offense, assessed Fifty Dollars (\$50.00) for the second offense, and assessed One Hundred Dollars (\$100.00) for each subsequent offense.

Each day that such violation continues shall constitute a separate offense.

**2. VIOLATIONS OF THE RULES AND REGULATIONS.**

First Violation: Written notice.

Second Violation: Fifty Dollars (\$50.00).

Levied on the eleventh (11<sup>th</sup>) day following written notice of the first violation. If a violation remains uncorrected after the tenth (10<sup>th</sup>) day following the original notice, each day after the tenth (10<sup>th</sup>) day shall constitute a separate violation.

Any person found violating the Rules and Regulations will be served by a written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof, but not exceeding ten (10) days. The violator shall, within the period of time stated in such notice, cease all violations.

Subsequent Violations: One Hundred Dollars (\$100.00).

Any person who remains in violation of the Rules and Regulations beyond the time limit provided for in the notice shall be guilty of a misdemeanor and, upon conviction, shall be fined in the amount not exceeding One Hundred Dollars (\$100.00) for each violation. Each day in which such violation continues is deemed a separate offense.

**3. HYDRANT TAMPERING.**

Unauthorized use of a fire hydrant may be penalized by a fine of Three Hundred Dollars (\$300.00) in addition to the cost of the water illegally taken.

Any person violating this section shall be liable to the Department for any related expense, loss, or damage.

**4. BACKFLOW DEVICE TAMPERING.**

Removal or tampering of a Backflow Prevention Device may be penalized by a fine of Three Hundred Dollars (\$300.00). Each day in which such violation shall continue is deemed a separate offense.

Any person violating this section shall be liable to the Department for any related expense, loss, or damage.

**5. METER TAMPERING.**

Meter tampering may be penalized by a fine of One Hundred Dollars (\$100.00) in addition to the cost of water illegally taken. Each day in which such violation shall continue is deemed a separate offense.

Any person violating this section shall be liable to the Department for any related expense, loss, or damage.

**6. LATE PAYMENT.**

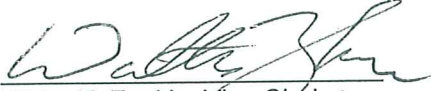
Interest equaling One Percent (1%) of the balance past due is applied after Thirty (30) days. There will also be a Fifty Cent (.50) demand charge on water and Fifty Cent (.50) demand charge on sewer that is assessed for each period the bill is past due.

**ADOPTED BY: 12/14/09**

Board of Selectmen:



Ralph C. Patuto, Chairman



Walter T. Zenkin, Vice Chairman



Gary J. Gianino



Sonia S. Rollins



Daniel R. DiTucci