

**BOOTHBAY HARBOR SEWER DISTRICT**

**GUIDELINES FOR DEVELOPMENT**

**APPROVED: JUNE 15, 2005**

Standard Forms listed in the Appendices of the District's Sewer Use Rules and Regulations may be printed and used with the exception of the following legal documents; Wastewater Contract; Grant of Perpetual Easement; Title to Wastewater Systems and Grants of Easement; and Title to Real Estate.

# Boothbay Harbor Sewer District

## Table of Contents

<b>CHAPTER 1- DEFINITIONS AND GENERAL</b>	<b>1</b>
SECTION 1.1 - INTERPRETATION OF CERTAIN TERMS OR WORDS	1
SECTION 1.2 - DEFINITIONS	1
<b>CHAPTER 2 - PLAN REVIEW PROCEDURES</b>	<b>3</b>
SECTION 2.1 - PROCEDURES AND ACTIVITY SEQUENCE	3
SECTION 2.2 - LETTER OF INTENT	3
2.2.1 Submittal of Letter of Intent:	3
2.2.2 Filing Fee	3
2.2.3 Sketch Plan	4
2.2.4 Response to Letter of Intent	4
SECTION 2.3 - PRELIMINARY PLAN	5
2.3.1 Preliminary Plan Requirements	5
2.3.2 Response to and Approval of Preliminary Plan	7
SECTION 2.4 - FINANCIAL REQUIREMENTS	7
Applicable Fees and Financial Requirements	7
Assignment of Prepaid Fees/Refunds	9
If a Developer Cancels a Project and Requests a Refund of Fees	9
Fees/Administrative Costs for Violations of the BBHSD Rules and Regulations	10
Additional Monitoring	10
SECTION 2.5 - THE CONSTRUCTION PLAN	11
2.5.1 General	11
2.5.2 Development of the Construction Plan:	11
2.5.3 Content:	11
2.5.4 Approval of the Construction Plan:	13
SECTION 2.6 - PERMITTING	13
2.6.1 BBHSD Conditional Permit to Construct:	13
2.6.2 Certifications and/or Permits:	14
<b>CHAPTER 3 - CONSTRUCTION PROCEDURES</b>	<b>14</b>



SECTION 3.1 - GENERAL	14
Preconstruction Conference:	14
Contractor Responsibilities:	14
Wet Taps:	15
Conformance:	15
Construction Methods:	15
Wastewater Extensions:	16
Construction of a Manhole over Existing Gravity Wastewater Line:	16
Force Main Tie-ins:	16
Access:	16
Monitoring Water Use During Construction:	16
Temporary Construction Water	16
General Inspection:	16
Stop Work Orders:	17
Final Inspection:	17
Project Closeout Conference:	18
Final As-Built Drawings:	18
Auto Cad Drawings:	20
Platting Information:	20
Acceptance of System for Operation and Maintenance:	21
System Operation:	22
Maintenance/Repair Guarantee:	23
Maintenance/Repair Bond Refund:	23
<b>CHAPTER 4 - DESIGN SPECIFICATIONS FOR WASTEWATER SYSTEMS</b>	<b>24</b>
SECTION 4.1 - DESIGN OF WASTEWATER IMPROVEMENTS	24
<b>CHAPTER 5 - WASTEWATER EXTENSION POLICY</b>	<b>24</b>
SECTION 5.1 - BBHSD EXTENSIONS	24
SECTION 5.2 - DEVELOPER EXTENSIONS	25
SECTION 5.3 - ALTERNATIVE COLLECTION SYSTEMS	25
SECTION 5.4 - USE OF WASTEWATER SYSTEM	26
<b>CHAPTER 6 - SMALL DIAMETER FORCE MAINS AND GRINDER PUMP STATIONS</b>	<b>26</b>
SECTION 6.1 - SMALL DIAMETER FORCE MAINS AND GRINDER PUMP STATIONS	26
<b>CHAPTER 7 - SPECIAL CONDITIONS</b>	<b>27</b>
SECTION 7.1 - PRETREATMENT	27

SECTION 7.2 - WETLANDS	27
SECTION 7.3 - UPGRADE OF PROPOSED LINE INSTALLATIONS	27
SECTION 7.4 - PUMP STATIONS	28

## **PREFACE**

The purpose of this policy is to provide for the orderly development of wastewater systems to meet the growing needs of residents and businesses and to comply with each comprehensive zoning and land use plan for the Town's of Boothbay and Boothbay Harbor. These guidelines were developed with the intent of making them flexible enough to accommodate the individuality of each project while maintaining high standards and an orderly procedure. Each project will be handled professionally to ensure that quality system design and construction are guaranteed. These high standards and the professional process are imperative to ensure that the wastewater systems installed under this policy will provide years of low cost maintenance to the Boothbay Harbor Sewer District (BBHSD) and uninterrupted service to the customers of the BBHSD.

These extension policies are intended only as guidelines for builders and developers. They are not necessarily applicable to every situation that might arise. If a situation arises for which the guidelines does not provide specific guidance for decision-making, the District Superintendent will interpret these policies and apply them accordingly.

This extension policy will be updated periodically. As a result, contact should be made with BBHSD officials administering this program on a continuing basis to ensure that the most current policy standards are obtained prior to proceeding with planning and designing a project or wastewater system extension. BBHSD reserves the right to make changes to its policy at anytime. Proposed changes shall be advertised at least seven (7) days prior to the public hearing. The advertisement shall appear in the Boothbay Register. Public comment will be received at the public hearing prior to a final vote of the proposed change(s) by the BBHSD Trustees.

## CHAPTER 1

### DEFINITIONS AND GENERAL

#### SECTION 1.1 - INTERPRETATION OF CERTAIN TERMS OR WORDS

Except as specifically defined herein, all words used in these Guidelines have their customary dictionary definitions. For the purposes of this policy, certain words or terms used herein are defined as follows:

- 1.1.1 Words used in the present tense include the future tense. Words used in the singular include the plural, and words used in the plural include the singular.
- 1.1.2 The word "**shall**" is always mandatory.
- 1.1.3 The word "**may**" is permissive.
- 1.1.4 The word "**lot**" includes the word "**parcel**."
- 1.1.5 The word "**person**" includes a firm, association, organization, partnership, trust company, or corporation, as well as an individual.

#### SECTION 1.2 - DEFINITIONS

- 1.2.1 **Board of Trustees:** The Trustees of the Boothbay Harbor Sewer District (BBHSD) and its delegates.
- 1.2.2 **Contractor:** A person, firm, corporation, or other legal entity licensed to perform construction by the State of Maine.
- 1.2.3 **Development:** Property improved for commercial, industrial, or residential purposes.
- 1.2.4 **Developer:** Person, firm, corporation, or other legal entity improving property for commercial, industrial, or residential purposes.
- 1.2.5 **Easement:** A right afforded to the BBHSD to use another's real property to access the infrastructure for maintenance or construction activities.
- 1.2.6 **Effluent:** Wastewater that has been treated.
- 1.2.7 **Engineer:** A person currently registered as a Professional Engineer with the Maine Board of Registration for Professional Engineers and Land Surveyors, Department of Professional and Financial Regulation.
- 1.2.8 **Impact Fee:** A fee paid to BBHSD to recover identified costs associated with providing wastewater service facilities, including but not limited to wastewater collection,



transmission, storage, and treatment and disposal facilities; and other capital equipment with expected lives of 10 years or more.

**1.2.9 Land Surveyor:** A person currently registered as a Land Surveyor with the Maine Board of Registration for Land Surveyors, Department of Professional and Financial Regulation.

**1.2.10 Lot:** A single parcel or tract of land as part of a subdivision or a tract of land of less than five acres intended to be used as a building site.

**1.2.11 Model Home:** A speculative house that will be marketed to the general public and is not a custom or contract house for ultimate ownership or occupancy by any currently identified person, company or entity.

**1.2.12 Non-Domestic Questionnaire:** An informational form which must be completed by any business/person who discharges or requests to discharge non-domestic wastewater into the public collection system.

**1.2.13 Parcel:** A portion or plot of land, usually a division of a larger area.

**1.2.14 Plat:** A drawing showing an actual subdivision.

**1.2.15 Public Right-of-Way:** Street rights-of-way or any other public rights-of-way.

**1.2.16 Residential Equivalent Unit (REU):** The unit of measure by which BBHSD defines wastewater usage. The standard REU is equal to 270 gallons per day.

**1.2.17 Rules and Regulations:** Rules and regulations approved by the Boothbay Harbor Sewer District, which outlines the requirements for using the public wastewater system.

**1.2.18 Special Assessment:** Fee due when BBHSD has extended infrastructure to accommodate future development.

**1.2.19 Subdivision:** The division of a tract of land into two or more lots (major >5 lots, minor <5 lots) for the purpose (whether immediate or future) of sale, legacy, or development. This includes all divisions of land involving a new street, or changes in the arrangement of streets, and also includes any re-subdivision of land. Subdivision shall also refer to uses of land not ordinarily considered a subdivision but requiring utility installations. Examples of these uses are mobile home parks, multifamily projects, townhouses, planned unit developments, and businesses.

**1.2.20 Utility Right-of-Way:** Private rights-of-way granted to BBHSD by fee title. They shall not be deemed dedicated to the public but shall be for the sole use of BBHSD.

## CHAPTER 2

### PLAN REVIEW PROCEDURES

This chapter outlines the procedures that a Developer must follow in order to plan, construct, and have accepted for service any wastewater extension to the BBHSD's system.

#### SECTION 2.1 - PROCEDURES AND ACTIVITY SEQUENCE

Fees are associated with some procedures and activities listed below in accordance with Section 2.4 and the rate schedule outlined in [Appendix No. 1](#).

- Submittal of letter of intent, filing fee, and sketch plan ([Appendix 2](#));
- Issuance of Letter of Availability, if appropriate (process varies depending on whether property is located outside of the Town limits);
- Receipt of Town Planning Board Permit(s) to Construct;
- Preliminary plan submittal;
- Approval of preliminary plan or request for revisions;
- Development and submittal of construction plan;
- Submittal of BBHSD Engineering Package Review for Wastewater Projects;
- Approval of construction plan or request for revisions;
- Execution and submittal of BBHSD's standard Wastewater Contract if system extensions are required ([Appendix No. 3](#));
- Payment of the wastewater treatment portion of the impact fee;
- Issuance of BBHSD Conditional Permit to Construct;
- Preconstruction conference;
- Construction inspections;
- System testing;
- Completion of all final inspection punch lists items.
- Submittal of all necessary close-out documents and fees (See Section 3.1.18);
- Acceptance of wastewater systems by BBHSD for Operation and Maintenance;
- Final BBHSD acceptance and Bond release.

#### SECTION 2.2 - LETTER OF INTENT

##### 2.2.1 Submittal of Letter of Intent:

The first step required of a Developer is to file a letter of intent to develop. This request shall be submitted on BBHSD's Standard Letter of Intent Request Form ([Appendix No. 2](#)).

##### 2.2.2 Filing Fee

A filing fee based on the current fees and charges must be submitted with the letter of intent. A copy of the current rate schedule may be obtained from BBHSD.



### 2.2.3 Sketch Plan

For residential projects, the Developer may submit, along with the letter of intent, a simple sketch plan of the proposed development. The plan may include the following:

- North arrow;
- Tract boundaries and total acreage;
- Proposed street and lot arrangement including the number of lots. The minimum number of lots allowed in a phased development is ten (10);
- Existing and proposed land uses throughout the subdivision;
- Zoning classification;
- Designation of any State or Town roadways adjacent to or near the property.

### 2.2.4 Response to Letter of Intent

1. BBHSD will not allow service to a proposed development that is not in compliance with the Town's of Boothbay and/or Boothbay Harbor Comprehensive, Land Use, and Zoning Plans, as may be amended from time to time.
2. Properties Located within the Towns of Boothbay and/or Boothbay Harbor: BBHSD will normally provide a written response to the Letter of Intent within ten (10) working days of receipt of the Developer's Letter of Intent. At that time, BBHSD will brief the Developer on the availability of, and the requirements for, service.
3. Properties located outside of the Boothbay Harbor Sewer District: BBHSD will provide a written response to the Letter of Intent in accordance with the process outlined below:
  - a. BBHSD will forward the Letter of Intent to the Town of Boothbay and/or Boothbay Harbor to determine if the property is contiguous to the Towns. For properties that are contiguous, the Developer must comply with § 8 of the BBHSD's Charter before receiving wastewater service.
  - b. For properties that are not contiguous, BBHSD will forward the proposed development plan to the Town to verify if it is in compliance with the Town's Comprehensive, Land Use, and Zoning Plans, and if the Town has any objection to BBHSD providing service.
  - c. For properties that are not contiguous to the Town, the Letter of Intent request will be reviewed by the Trustees for approval and a contract for service will be developed.
  - d. Following the Trustee's review, the Board Chairman will issue its written response to the letter of intent.

4. If BBHSD, upon review of the letter of intent, decides that a project is of sufficient magnitude to require a preliminary plan or conceptual utility plan, BBHSD may require submittal of three (3) sets of the preliminary plans.
5. A master plan showing layout of all lots including phase lines and proposed water and wastewater systems may be required. If multiple pump stations are shown in the plan, the engineer shall submit alternative designs minimizing pump stations for BBHSD's review.
6. For Commercial projects, BBHSD may ask for:
  - a. Characterization of wastewater to be discharged to BBHSD's system for treatment (domestic and non-domestic). Developer will be asked to complete a "Non-Domestic Questionnaire" if applicable (**Appendix No. 6**);
7. Any project, where no Developer action has been taken within six months after BBHSD's response to the Letter of Intent, will be removed from active status. Any future return to active status will require that the project be resubmitted as a new project, and new fees may be assessed.

## **SECTION 2.3 - PRELIMINARY PLAN**

### **2.3.1 Preliminary Plan Requirements**

1. The preliminary plan of the proposed development shall be clearly and legibly drawn to a scale no smaller than one (1") inch equals one hundred (100') feet, and shall be no larger than thirty-four by twenty-four inches (34" x 24"). All written notes or numbers will be 1/8" minimum (LeRoy CL 100). Two copies of the preliminary plan shall be submitted.
2. If the preliminary plan requires more than one sheet, a key diagram showing relative locations of the several sections shall be drawn on each sheet.
3. All preliminary plans shall contain or be accompanied by the following information:
  - a. Proposed name of project, map, and lot numbers;
  - b. North arrow, graphic scale, written scale, and date, including the month, day, and year that the original drawing was completed, and the month, day, and year for each revision of the original drawing;
  - c. Existing zoning classification of the tract and any proposed rezoning within the tract;
  - d. A vicinity or location map for the purpose of locating the property being developed, drawn at a scale of one (1") inch equals one thousand (1,000') feet, and



showing the relation of the property to the adjoining property and to all streets, roads, municipal boundaries, and recorded subdivision plats existing within five hundred (500') feet of any part of the property;

- e. Design calculations for wastewater hydraulic loadings.
4. All projects requiring wastewater extensions must provide preliminary plans prepared by a registered professional engineer and containing the following information in addition to that required in Section 2.3.1.3:
- a. The distance and direction from one of the corners of the boundary of the development to the nearest intersection of existing streets or roads;
  - b. Total tract boundaries and total acreage of the property being developed;
  - c. All existing streets, including streets of record (recorded but not constructed), on or abutting the tract, including the names and right-of-way widths. Map and lot numbers should be included if available;
  - d. In case of re-subdivision, a copy of existing plat with proposed re-subdivisions superimposed thereon;
  - e. Location and names of streams, lakes, swamps, and other water bodies. Areas subject to flood must be designated;
  - f. Specify whether utility lines are in easements or public rights-of-way. Wastewater lines shall not be approved on back property lines or side property lines, unless it is determined by BBHSD Trustees to be in the best interest of BBHSD to have the lines located there. Easements will only be accepted for utility lines in or adjacent to road rights-of-way. When lines are extended along back property lines or side property lines and BBHSD determines that ingress and egress is required, the property shall be deeded to BBHSD. BBHSD Trustees will determine the width required. Recorded plats shall show this as being property owned by BBHSD. Wastewater facilities shall not be located in freshwater or saltwater wetlands, unless approved by MeDEP, US Army Corps of Engineers, and BBHSD;
  - g. Size, location, and type of materials of existing wastewater collection, water distribution, stormwater, or other underground facilities within the street or within the right-of-way of streets or roads adjoining the tract (only those that relate to interconnection of proposed facilities). Grade and invert elevations of existing gravity lines shall be shown. Location and elevation of existing water and wastewater lines shall be field verified by the Developer or his designee. BBHSD will not be responsible for errors in any As-Built Drawing or information;
  - h. All other proposed utility easements and rights-of-way, including power, gas, telephone, TV cable, and storm drainage systems outside of road rights-of-way;

- i. Layout of streets, roads, alleys, and public walkways, including widths. Road names should be included if available;
  - j. Designation of any land to be conveyed to BBHSD;
  - k. Total number of lots and the use designation of each lot. For projects other than residential subdivisions, a minimum of one REU per lot will be assessed for permitting purposes. Residential projects to be developed in phases shall be submitted in sections of at least ten (10) lots (see Section 2.2.3.3). The number of subunits or density within each area should be indicated. Phased projects, and/or projects that are closely associated, shall be considered one project for determining the impact on BBHSD's system. When a Developer chooses to develop a subdivision in phases, the optimum pumps shall be installed in the pump station(s) to provide BBHSD with the most efficient system possible. If ultimate build out of a subdivision will require increasing the pump size at some later date, the Developer shall pay BBHSD the costs associated with this upgrade. BBHSD will hold this money in escrow until the upgrades become necessary;
5. All commercial projects that have wastewater service immediately available shall provide the following:
- a. Site plan showing location of all proposed and existing utility lines;
  - b. Location of all proposed and existing easements;
  - c. Layout of streets, parking lots, etc.;
  - d. Floor plan showing designated use of all areas;
  - e. Internal plumbing plan including locations of sewer backflow prevention devices and grease traps (if applicable).

### **2.3.2 Response to and Approval of Preliminary Plan**

- 1. BBHSD will normally review the preliminary plans and approve, disapprove, or request additional information in writing within thirty (30) days.
- 2. The acceptance letter will state BBHSD's fees associated with the project and any additional off-site improvements that BBHSD may require.
- 3. Any project that has been inactive for six months after BBHSD's approval of preliminary plans will be considered abandoned. Once a project is abandoned, any future return to active status will require that the project be resubmitted as a new project, and new fees may be assessed.

## **SECTION 2.4 - FINANCIAL REQUIREMENTS**

### **2.4.1 Applicable Fees and Financial Requirements**

The following outlines fees required of Developers, contractors and new customers



(Appendix No. 1 lists the current rates and charges). Calculations of Residential Equivalent Units (REUs) will be based on the definition of REU and the guidelines for determining residential equivalency found in Appendix No. 8.

1. Letter of Intent Filing Fee.
2. Fees due prior to a BBHSD "Conditional Construction Permit" being issued:
  - a. Wastewater Impact Fees (treatment component).
  - b. Project Administration/Construction Inspection Fee.
  - c. Wastewater Tap Fees.
  - d. Special Assessment (if applicable, are normally charged on a per REU basis).
3. Fees due prior to BBHSD accepting a system for operation and maintenance:
  - a. Wastewater Impact Fees (remaining balance).
  - b. Maintenance Bond (equal to 10% of the actual construction cost of the wastewater systems).
  - c. Standby Emergency Generator Fee (if pump station is involved).
  - d. Telemetry Fee (if pump station is involved).
  - e. Pump Station upgrade costs for phasing (see Section 2.3.1.4.k).
  - f. Reimbursement of expenses incurred by BBHSD, including legal fees.
  - g. Fees and Administrative costs for violations of § 11 of the BBHSD Rules and Regulations (see Section 2.4.4).

**Note:** For projects other than single-family residential subdivisions, impact fees for undeveloped lots will be assessed at a minimum of one REU per lot with additional fees due prior to the issuance of building permits.

4. Fees due prior to BBHSD providing service:
  - a. New Account Fee.
  - b. Security Deposit.
  - c. Wastewater Maintenance Fee (per service tap).
  - d. Wastewater Tap Inspection Fee.

**Note:** These fees cannot be accepted until the systems have been approved for operation by the BBHSD's engineer and BBHSD's legal requirements have been met.

5. For Commercial projects the wastewater treatment component of the impact fee, the tap fee, and the project administrative/construction inspection fee will be due prior to issuance of a building permit. All remaining impact fees, wastewater maintenance fees, wastewater tap inspection fees, and new account fees will be due before BBHSD will process an application for service.
6. BBHSD will not approve request for building permits for commercial projects requiring system extensions until all appropriate fees have been paid and (if applicable) a completed BBHSD Engineer Construction Permit package (Appendix 5) has been

submitted.

7. In general, BBHSD will require gravity wastewater lines are installed up to 15-feet deep and pump station wet wells 20-feet deep before additional pump stations are utilized. Groundwater and soil conditions will be taken into account when finalizing depth limits. BBHSD may allow design alternatives that require more than the optimum number of pump stations, if the Developer chooses to pay a one time lump sum fee to cover perpetual maintenance of the additional station(s). Lump sum payment will be based on prevailing interest rate and shall generate \$4,500 per year, per pump station, for maintenance.

#### **2.4.2 Assignment of Prepaid Fees/Refunds**

1. Impact fees are assigned to specific parcels of property and will remain such unless otherwise approved by BBHSD.
2. Further subdivision of a parcel may result in the transfer of assigned impact fees. The number of units transferred will be at the direction of the property owner and will be done in writing. Should impact fees not be legally transferred with the property, the property is not considered to have capacity assigned to it. Transfer of impact fees can only occur with the transfer of property and should be included in the legal document/deed. These documents shall receive the written approval of BBHSD prior to validation.
3. For further clarification on capacity assignment see [Appendix No. 8](#).

#### **2.4.3 If a Developer Cancels a Project and Requests a Refund of Fees**

1. At the discretion of BBHSD, impact fees, tap fees, deposits, and project administration/construction inspection fees may be refunded upon receipt of a duly notarized request by the owner of the property and project manager.
2. This request must be submitted prior to twelve (12) months from the date the fees were accepted.
3. If a refund is made, an administrative and processing fee equal to the current minimum administrative fee listed (see [Appendix 1](#) for current rate schedule) or 2.5% of the projects actual administration fee (whichever is greater) will be charged and deducted from the amount to be refunded. Further, the value of any work already performed by BBHSD in order to provide the water and/or wastewater services requested by the applicant will also be deducted from the amount to be refunded.
4. If a project is not completed prior to the expiration of the Town Building Permit, the reservation of treatment capacity will be voided. A refund of fees will be made with the exception of fees listed under paragraph 3 above. In addition, 10% of the treatment capacity fee will be forfeited.



#### **2.4.4 Fees/Administrative Costs for Violations of § 11 of the BBHSD Rules and Regulations**

BBHSD will charge for the estimated value of the water used and wastewater discharged, and the administrative cost for processing the invoice. For wastewater the BBHSD Superintendent, using engineering standards, will determine the volume of unlawful discharge.

1. New line construction: BBHSD will charge full basic facility charges and volumetric rates, assuming 100% capacity use, from the time that the sewer main was installed and the illegal connection was made if it can be determined.
2. Connections into existing wastewater lines: BBHSD will charge full basic facility charges and volumetric rates, assuming 100% capacity use, from the time that the building construction permit was issued.
3. Repeat Offenders:
  - a. Will be required to schedule a hearing to show why BBHSD should not pursue civil action;
  - b. An escalating fee of \$1,000.00 for each repeated offense will be charged in addition to fees assessed for the illegal use of the system; i.e.:
  - c. 1st Offense - Fee
  - d. 2nd Offense - Fee + \$1,000
  - e. 3rd Offense - Fee + \$2,000
  - f. 4th Offense - Fee + \$3,000, etc up to a maximum of \$10,000.00.

#### **2.4.5 Additional Monitoring**

1. If BBHSD believes that non-domestic wastewater is being discharged in sufficient quantities or strengths to warrant separate monitoring (to ensure accurate billing and charges for wastewater treatment), it may require the discharger to implement pretreatment and monitoring at their own expense (BBHSD Rules and Regulations - § 3 to 6).
2. Any customer who contends that a portion of his water usage is not discharged as wastewater may request and apply for permission to have an additional meter installed at his expense. This meter shall be dedicated to measurement of the water flowing through the master meter that does not discharge into the wastewater collection system, with the following conditions:
  - a. BBHSD is authorized to inspect and enter facilities to ensure compliance;
  - b. If the installation of such a meter is economically feasible for the user, BBHSD may approve its use unless:
    - i. The discharge from such meter would be in violation of federal

and state laws and regulations;

- ii. The use of the water is such that, in the opinion of BBHSD, it could result in being discharged into the wastewater system; or
- iii. Other alternative sources of water are available and thus provide opportunities to conserve potable water supplies.

## **SECTION 2.5 - THE CONSTRUCTION PLAN**

### **2.5.1 General**

Engineering firms shall use BBHSD's standard specifications as amended by the BBHSD Board of Trustees.

### **2.5.2 Development of the Construction Plan:**

Approval of the preliminary plan is a conditional and conceptual approval and does not constitute final approval of the plan. Documents submitted as a part of the construction plan for final approval shall include:

1. Three (3) sets of "D" size (24" x 36") construction plans. The engineer shall submit three sets of 1/2 size construction plans once they have been approved by BBHSD. All written notes or numbers will be 1/8" minimum (LeRoy CL 100).
2. Detailed design calculations.
3. If applicable, three (3) copies of completed State Highway Department (DOT) Road Opening Permit application. A traffic control plan must be included with the permit application. Three (3) copies of completed Town Building Permit application. Signed Road Opening Permit applications will be returned to the engineer to forward to the appropriate agency. Approved Road Opening Permits will not be released until BBHSD's State Road Opening Permit Agreement (**Appendix No. 9**) has been executed.

All comments and design modifications identified by BBHSD during the review of the construction plans shall be incorporated into the final construction plan.

### **2.5.3 Content:**

The construction plan shall contain the following information:

1. Name of owner of record;
2. Name of Subdivision, date, north arrow, and graphic scale;

3. Name, registration number, seal of registered surveyor and engineer, and any referenced to information provided by others;
4. Names of owners of record for all adjoining land and all property boundaries, water bodies, streets, easements, utilities, and other such improvements which cross or form any boundary line of the tract being developed;
5. Exact boundaries of the tract of land being developed shown with bearing and distances;
6. Sufficient data to determine readily and reproduce accurately on the ground, the location, bearing, and length of every street and alley line, lot line, easement, and boundary line, whether curved or straight;
7. Streets and alleys, rights-of-way, street names, and profiles of proposed streets showing materials for finished grades. Also, include a typical right-of-way cross section;
8. Rights-of-way or easement locations, widths, and purposes;
9. All dimensions shall be to the nearest one hundredth of a foot, and angles to the nearest minute;
10. Accurate description of the location of all monuments and markers;
11. Utility easements showing the accurate dimension to the nearest hundredth of a foot including notation of any limitations on such easements. All wastewater easements must be approved by BBHSD prior to final plan approval. Utility easements for water, gas, electric lines, telephone, and TV cable which cross or share proposed wastewater easements shall be designated where they will occur, and meet approval of BBHSD;
12. Wastewater profile sheets shall indicate inlet and outlet inverts of each manhole, manhole rim elevation, grade, length, and type of pipe. Plan view of wastewater collection system shall include service locations, manholes, and station numbers at a minimum interval of 100 feet;
13. The location and elevation of the benchmark to which contour elevations refer shall be shown when established benchmarks are within one (1) mile. All elevations shall be referenced to a USGS benchmark or a TBM established from a USGS monument. Elevations shall be stated relative to Mean Sea Level (MSL);
14. BBHSD requires that each individual dwelling or commercial unit have a separate water meter (this includes shopping centers and multi-family dwellings). Please refer to the Boothbay Region Water District Rules and Regulations;



15. Detailed pump station site layout on a separate sheet including proposed dimensions and delineation of boundaries;
16. Designation of the owner of property of the pump station site;
17. Proposed layout of force main including profiles, types of pipe, detailed discharge design, and, where necessary, air release valve design;
18. Separate design for the drainage plan. All wastewater projects shall incorporate proper erosion and sediment control provisions;
19. Any other information considered by either the Developer or BBHSD to be pertinent to the plan review.

#### **2.5.4 Approval of the Construction Plan:**

When all of BBHSD's requirements have been met, BBHSD will issue a letter of approval for the construction plans. At this time, BBHSD may also quote any adjusted or additional fees due to any revisions made to the preliminary plans.

1. For wastewater service, the Developer must comply with §2.2 of these Guidelines.

### **SECTION 2.6 - PERMITTING**

#### **2.6.1 BBHSD Conditional Permit to Construct:**

A BBHSD "Conditional Permit to Construct" ([Appendix 18](#)) is required to begin construction of any wastewater extension(s) in BBHSD's service area. Prior to BBHSD issuing a "Conditional Permit to Construct":

1. The wastewater treatment component of the impact fee, administrative/construction inspection fee, and tap fee quoted by BBHSD must be paid;
2. Wastewater contracts ([Appendix No. 3](#)) must be executed and returned;
3. All plan review requirements of BBHSD must be satisfied.
4. Conditional Permits to Construct may be voided by the direction of the BBHSD Superintendent if:
  - a. The Developer or company to whom the Conditional Permit is assigned fails to comply with BBHSD's Guidelines for Development after they have received written notice from BBHSD informing them of their nonconformance;
  - b. If the Town Building Permit expires.

### **2.6.2 Certifications and/or Permits:**

In addition to the requirements noted above, the following certifications and/or permits must be submitted to BBHSD before construction can commence:

1. Approved Maine DOT Road Opening Permit received by BBHSD. Executed copy of BBHSD's State Road Opening Agreement must be returned to BBHSD before the MeDOT Rod Opening Permit can be issued to the Developer or Engineer.
2. Approved applicable regulatory agency permits.
3. Approved Town Building Permit.

## **CHAPTER 3**

### **CONSTRUCTION PROCEDURES**

#### **SECTION 3.1 - GENERAL**

##### **3.1.1 Preconstruction Conference:**

1. When BBHSD has received all permits and fees, a preconstruction conference shall be scheduled by the design engineer.
2. The engineer shall make arrangements with BBHSD and those public agencies charged with the enforcement of the provisions of this document to conduct the preconstruction conference.
3. Reasonable advance notification to BBHSD to schedule the conference should be allowed. In most cases, a minimum of five (5) days will be necessary to verify that all requirements necessary to go to construction have been met.
4. Those in attendance shall include representatives of the following: general contractor, subcontractor(s), Developer, Developer's engineer, BBHSD Superintendent, and BBHSD engineer. Others who may be in attendance are representatives of the Maine DOT, Town Fire Department, Town Public Works, Boothbay Region Water District, and any other applicable utility or regulatory agency.
5. The purpose of this meeting shall be to outline administrative procedures, construction procedures, project concerns, and project closeout policies.
6. No construction will begin until the preconstruction conference is held and BBHSD gives authorization to proceed.

##### **3.1.2 Contractor Responsibilities:**

1. A contractor may not perform work outside of his capacity. This includes wastewater lines, pump stations, and electrical contractors.
2. General contractors or subcontractors who have not previously performed work for BBHSD are required to submit references and past project history in order for BBHSD to determine the competency of the contractor (See BBHSD Wastewater Construction Specifications).
3. Any contractor who, as determined by BBHSD, has not performed work to the standards specified without substantial administrative follow-up may be restricted from future work on utility systems connected to BBHSD's system or planned to be connected to the system. A notice of restriction shall be put in writing by the District Trustees, registered return receipt.

### **3.1.3 Wet Taps:**

1. All existing wastewater force mains shall be wet tapped by E.J. Prescott, Inc., Gardiner, Maine. The Developer may request another contractor, but must be approved by the BBHSD prior to the commencement of any work.
2. The Developer's contractor shall comply with all OSHA regulations and will be responsible for safe excavation and shoring of the trench at the location of line to be tapped and shall mark the tap location.
3. Where a wet tap is not possible or the relocation of a water or wastewater line requires interruption of service, prior approval for such work must be obtained from BBHSD and other affected agencies. The construction must be coordinated through BBHSD at a time it designates.
4. During the construction of all extensions to the BBHSD wastewater system, suitable backflow protection must be provided for water used by the contractor for construction purposes in accordance with the Boothbay Region Water District's (BBRWD) standards. The backflow prevention device must be approved by BBRWD before being placed into service.

### **3.1.4 Conformance:**

Improvements shall be installed in accordance with the requirements and standards set forth in this document and other applicable BBHSD requirements.

### **3.1.5 Construction Methods:**

1. All work shall be in accordance with State and local requirements, and the latest edition of BBHSD's standard specifications.
2. Failure to comply with these specifications will be cause for rejection of the work



involved and rejection of the As-Built plan if not corrected.

3. Where wastewater lines are to be installed in a proposed roadway, the rough roadway cross section should be constructed prior to the installation of wastewater systems.

#### **3.1.6 Wastewater Extensions:**

1. Extensions from existing manholes or gravity lines must be performed in the presence of a BBHSD inspector.
2. No debris shall be allowed to remain within the wastewater collection system.
3. Upon completion of the first section of line, the contractor is required to seal the extension.
4. The seal is not to be removed until the service authorization is given. It is the contractor's responsibility to maintain the integrity of the seal and ensure against leaks.
5. Failure to meet this provision violates § 16 of the District's Rules and Regulations.

#### **3.1.7 Construction of a Manhole over Existing Gravity Wastewater Line:**

1. If a gravity line is extended from an existing gravity system, a new manhole shall be installed over the existing line at the point of intersection.
2. The existing line must be cut in the presence of BBHSD's inspector.
3. The gravity extension shall not drain into the existing system until it has been approved for operation by BBHSD.

#### **3.1.8 Force Main Tie-ins:**

All tie-ins of force mains into existing manholes must be done in the presence of a BBHSD inspector.

#### **3.1.9 Access:**

BBHSD shall have access to the premises and structures of a development during reasonable hours to make those inspections that are necessary to ensure compliance with these Guidelines.

#### **3.1.10 General Inspection:**

1. BBHSD representatives may make periodic, or require that the Developer pay for full time inspections during all phases of construction to ensure that the contractor is

complying with the project design and specifications, as well as the policies and procedures herein and elsewhere established.

2. Any deviation or revision to the approved plans shall be accomplished in writing by contract change order. No deviations or revisions shall be initiated by the contractor until the contractor, BBHSD, engineer, and Developer have approved the change in writing. BBHSD may require full-time inspection and charge the Developer for any related increased costs. This does not relieve the Developer's engineer from certification of the extension.

#### **3.1.11 Stop Work Orders:**

1. Failure to adhere to the approved plans and/or specifications established for the construction of a project or to applicable requirements of BBHSD may make it necessary to issue a stop work order, which will be issued by BBHSD Superintendent. The stop work order notifies the Developer, engineer, and contractor that discrepancies have been observed. All noted discrepancies will be documented in writing and forwarded to the Developer.
2. Approval to restart construction shall be issued only by BBHSD Superintendent when all noted discrepancies have been corrected or procedures to make such corrections have been approved.
3. Any construction performed by a contractor while under a stop work order will be considered unacceptable by BBHSD.

#### **3.1.12 Final Inspection:**

1. When the Developer's project engineer has determined that all work has been completed in accordance with the approved plans and specifications, they shall submit a written request for a final inspection to be conducted by BBHSD. BBHSD will not conduct a final inspection prior to receiving a written request.
2. It is the responsibility of the Developer and/or contractor to pump dry and dispose of all extraneous water entering the wastewater collection system prior to receiving a final inspection.
3. The Developer's project engineer and BBHSD inspector shall prepare a written punch list of defects noted during the final inspection, should any exist. All defects noted on the punch list shall be corrected prior to BBHSD acceptance for operation and maintenance.
4. The Developer's project engineer shall then submit a certification letter stating that the wastewater system(s) have been constructed in accordance with BBHSD approved plans, specifications, and regulations.

### **3.1.13 Project Closeout Conference:**

BBHSD recommends that the Engineer, Developer and Contractor schedule a meeting with BBHSD when the project is at 80% completion (Substantial Completion) to review closeout requirements.

### **3.1.14 Final As-Built Drawings:**

Three (3) sets of "D" size (36" x 24") blue lined copies, signed and sealed, must be submitted to BBHSD with the following information:

1. Use the Data Standards for Maine Geographic Information Systems, Appendix A, June 2002. Only information pertinent to the wastewater facilities being dedicated to BBHSD should be shown.
2. No reference is to be made to any proposed facilities.
3. All written notes or numbers will be 1/8" minimum (LeRoy CL 100).
4. All pertinent information should be within the 22" x 34" area of the plans. A revision block shall be provided within the above stated area for date and description of any revisions to the As-Built.
5. The size and type of materials of all lines shall be indicated.
6. The plans should clearly show all easements conveyed, as well as surveyed boundaries of any property deeded to BBHSD.
7. All map and lot numbers shall be shown and drawn to graphic scale. Scale shall be 1" equals 40' for horizontal graphics and 1" equals 4' for all vertical profile graphics, or less where practical.
8. Actual distances from immediate upstream and downstream manholes of a segment to any service tap location within the segment and the length of the service from the wastewater main. Indicate using station numbers. All service locations shall be tied to a permanent object with at least two (2) measurements to the end of the pipe. The end of the pipe depth shall be recorded on the plan.
9. All access roads to pump stations shall be shown.
10. Actual locations of all force mains shall be shown and referenced to permanent structures. Force mains installed in road rights-of-way shall be referenced each 50 linear feet to center of road and referenced each 25 linear feet on curves.
11. The rim and invert elevations of all manholes shall be indicated on the plan sheet (measurements shall be accurate to within +/- one hundredth of a foot). Rim and



invert elevations along with line slopes between adjoining manholes shall be presented in tabular form. Manhole table shall have grid lines to facilitate reading.

12. Force mains located within public rights-of-way shall be referenced to the center of roadway or back of curb. These measurements shall be accurate to within +/- one foot and provided every 50 linear feet on straight sections and 25 linear feet on curves and sufficiently dimensioned to provide location of such mains. The surveyor shall verify their drawings by utilizing the tracing wire and As-Built drawings.
13. Changes in grade and fluctuations in distance from reference points should be noted when they occur.
14. Where any wastewater facilities are located within private property through which an easement will be granted, these facilities shall be located by surveyed metes and bounds.
15. Each page of the As-Built shall be signed and sealed by an engineer and land surveyor registered in the State of Maine.
16. All roads shall have the center line shown with station numbers beginning at 0+00 at the phase or project boundaries.
17. The following statement shall appear on all As-Builts and shall be signed by the engineer and show his registration number:

"It is my opinion that the water and/or wastewater utilities serving this project were constructed substantially in accordance with the plans and specifications approved by the Trustees of the Boothbay Harbor Sewer District, Boothbay Harbor, Maine. It is further my opinion that the contractor used acceptable construction practices. Any deviations between the system As-Builts and the plans and specifications will not impact the operation ability, capacity, or capability of the system."

---

Engineer

---

State of Maine Registration Number

18. The following statement shall appear on all As-Builts and shall be signed by the surveyor and show his registration number:

"The dimensions shown on the As-Built Drawings were obtained using good surveying procedures. The horizontal dimensions shown are within the + one foot tolerance. Vertical dimensions on gravity wastewater pipe are accurate to within + one hundredth of a foot."

---

Surveyor

---

State of Maine Registration Number

19. As-Built checklists for each system shall be submitted with As-Built drawings (Appendix No. 14).

### **3.1.15 Auto Cad Drawings:**

BBHSD requires one disk (current version) with the following information:

1. Layer I (Base) showing map, lots, easements and road right-of-way.
2. Layer 2 (Wastewater) showing wastewater mains and manholes, pump stations, force mains, service laterals, all related rim and invert elevations, pipe segment slope, and all wastewater related text.

### **3.1.16 Platting Information:**

Platting information required for easements or real property to be dedicated to BBHSD shall be as follows:

1. All platting information shall conform to the Town Subdivision Regulations and Lincoln County Registry of Deeds requirements;
2. The total tract boundary lines of the area being developed shall be in accordance with "32 MRSA § 13903(2)(360) Chapter 90, Board of Licensure for Professional Land Surveyors, Standards of Practice, Department of Professional and Financial Regulation, State of Maine" ([Appendix 13](#)). The allowable angular error of closure shall not exceed twenty-five seconds times the square root of the number of angles turned. The linear error of closure shall not exceed one (1') foot per 7,500 feet of perimeter of the parcel of land (1:7,500);
3. Correct courses and distances to the nearest established street lines or official monument which accurately describes the location of the plat and are accurately tied to the primary control points of the subdivision;
4. Names and widths of all streets within or on the perimeter of the subdivision, with accurate dimensions in feet (hundredths) and showing angles to streets, alleys, and lot lines;
5. All curve data will show radii, central angles, length of arcs, and long chord;
6. Lot numbers and a statement of the total number of lots. Lot lines shall be defined by

distances in hundredths of a foot and in degrees to the nearest one-half (%) minute, either by magnetic bearings or by angles of deflection from other lot and street lines;

7. The boundary lines of the tract shall be referenced to the National Geodetic Surveyor, if within 2,000 feet of a horizontal geodetic station, the Maine Department of Transportation, and/or other points established by other parties using geodetic grade surveying equipment and methods as approved by BBHSD;
8. The tax map number(s) of the property must be shown on the plat.
9. One copy of the plat shall be provided to BBHSD using the same scale as the As-Builts.

### **3.1.17 Acceptance of System for Operation and Maintenance:**

In order for BBHSD to accept the system for operation and maintenance the following items must be completed:

1. BBHSD will not accept partial wastewater system extensions. However, if the Developer receives written approval from MeDEP, BBHSD will accept wastewater systems separately under the following conditions:
  - a. An additional project administrative fee will be due for the remaining system at the time of close-out.
  - b. The original warranty period and maintenance bond for the first system turned over must be extended to coincide with the warranty/bond expiration date for the remaining system.
2. Balance of wastewater impact fees must be paid.
3. Completion of all punch list items as determined by BBHSD's inspector and written notice issued from BBHSD's inspector that all items have been corrected to BBHSD's satisfaction.
4. The Developer's project engineer's certification that the system has been constructed in accordance with plans and specifications, and that the air test, mandrel pull, and video inspection for gravity wastewater collection lines, the hydrostatic pressure tests for force mains have been satisfactorily performed. Copies of these tests shall be furnished to BBHSD.
5. Executed Contractor's Affidavit and Final Waiver of Lien ([Appendix No. 15](#)).
6. Contractor Guaranty for not less than 12 months after receiving operating approval ([Appendix No. 16](#)).



7. The final As-Built drawings with Auto Cad disk and As-Built Check List shall be submitted to BBHSD Superintendent for approval.
8. Copy of Preliminary or Final Subdivision Plat. Once Final Plat has been recorded at the Lincoln County Registry of Deeds, the Developer's engineer must contact BBHSD with the date the plat was recorded, along with the book and page number.
9. The Maintenance and Repair Bond paid to BBHSD (Note "Letters of Credit and Insurance Maintenance Bonds are required to have an expiration date of 12-months from the date the system is accepted for operation by BBHSD).
10. Standby emergency generator fee and telemetry fee if applicable.
11. Release by other agencies, such as State or Town, applicable to road opening permits or other liabilities.
12. Project Completion Questionnaires for wastewater extensions ([Appendix No. 17](#)).
13. Execution of easements, titles and miscellaneous legal documents necessary for the conveyance of the wastewater facilities to be maintained and operated by BBHSD. For examples of BBHSD's standard legal documents see ([Appendix No.](#)) for Easement Document, ([Appendix No. 20](#)) for Title to Wastewater Systems and Grants of Easement, ([Appendix No. 21](#)) for example of Attorney's Letter of Opinion, and ([Appendix No. 22](#)) for Title to Real Estate for deeding property to BBHSD. For projects where the Developer is leasing the property, the property owner must execute the Title to Real Estate.
14. Title to Wastewater Systems and Grants of Easement must be recorded at the Registry of Deeds for Lincoln County. The original document must be submitted to BBHSD after being recorded. BBHSD will record utility easement plats, Grants of Easement and Title to Real Estate documents on the Developer's behalf. The Developer's engineer will be responsible for providing BBHSD with the necessary recording information from the appropriate subdivision plat to enable BBHSD to record the documents.

**NOTE:** Standard legal documents will not be accepted if they have been retyped or altered without prior approval of BBHSD's Board of Trustees and Attorney. A fee of \$600.00 for legal expenses incurred as a result of not using BBHSD's standard documents will be due prior to BBHSD accepting the system(s) for operation and maintenance.

15. Payment of construction fees levied for illegal use of the systems (if applicable).
16. Road acceptance certification from the Town, or State DOT (if applicable).

### **3.1.18 System Operation:**

1. Connection to System: BBHSD cannot accept fees (new account, security deposits, wastewater maintenance, and wastewater tap inspection) or provide service until the BBHSD has permitted the system for operation. If a commercial development is connecting into an existing system, BBHSD will not accept the fees outlined above until all requirements have been met.
2. Model Homes: BBHSD may allow the construction of model units (not to exceed 3) if the following criteria have been met:
  - a. Developer has received permission from the Town of Boothbay or Boothbay Harbor Planning Board(s).
  - b. Developer has received permission from the Town of Boothbay or Boothbay Harbor Fire Department(s).
  - c. Developer has executed a Model Home Agreement ([Appendix No. 23](#)), certifying that the model unit will not be occupied or sold until water and wastewater infrastructure has been accepted by the BBHSD, the BBRWD, and approved by the appropriate Town Planning Board(s).

#### **3.1.19 Maintenance/Repair Guarantee:**

1. In order for BBHSD to accept a system for operation and maintenance, the Developer must post a maintenance/repair guarantee in the form of:
  - a. Cash deposit (check made payable to the BBHSD);
  - b. Irrevocable Letter of Credit from a bank that has a local branch; or
  - c. Surety Bond from a company that is licensed by the State of Maine.
2. The amount will be equal to ten (10%) percent of the certified cost of the wastewater improvements.
3. Surety Bonds and Irrevocable Letters of Credit must be valid for a period of twelve (12) months (minimum) from the date of issuance of Substantial Completion.
4. Cash deposits will be retained by BBHSD for twelve (12) months (minimum) from the date of issuance of Substantial Completion.
5. When the system has passed a maintenance/repair guarantee inspection and all punch list items have been satisfactorily resolved to BBHSD's standards, cash deposits will be refunded to the Developer with interest. Interest returned shall equal interest revenue collected on that account by BBHSD from the date of issuance of Substantial Completion.

#### **3.1.20 Maintenance/Repair Bond Refund:**



Actions necessary to receive a refund of the Maintenance/Repair Guarantee from BBHSD are as follows:

1. A Maintenance/Repair Guarantee Refund Inspection shall be performed eighteen (18) months after the system has been in operation. It is the Developer's responsibility to notify BBHSD and schedule the inspection.
2. The repair of all facilities damaged during phases of construction, paving, drainage, and installation activities.
3. Payment for any repairs performed by BBHSD or its representative.
4. Completion of all improvements including roads, taps, drainages, storm drains, and other utilities. Any modifications to the wastewater systems to accommodate these improvements shall be at the Developer's expense.
5. Final approval by the Town of Boothbay or Boothbay Harbor or authorized representative for the acceptance of any roads to be dedicated to the Town(s), or State.
6. A written statement shall be submitted from the Developer stating that all discrepancies noted during the inspection have been corrected.

Following the completion of the preceding activities, Letters of Credit or Maintenance Bonds will be returned to the Developer. Cash deposits will be refunded with interest accrued. BBHSD will not refund any amount that was required for repairs or maintenance during the warranty period.

## **CHAPTER 4**

### **DESIGN SPECIFICATIONS FOR WATER AND/OR WASTEWATER IMPROVEMENTS**

#### **SECTION 4.1 DESIGN OF WASTEWATER IMPROVEMENTS**

BBHSD has established wastewater system design criteria and drawings to set forth clear guidelines for planning and design. These documents can be accessed through BBHSD or are available upon request from the District's Engineer. Engineers should tailor their specifications to ensure they comply with BBHSD's "Standard Wastewater Specifications". These specifications will then be referenced on future projects.

## **CHAPTER 5**

### **WASTEWATER EXTENSION POLICY**

#### **SECTION 5.1 BBHSD EXTENSIONS**



BBHSD may extend wastewater lines within public rights-of-way and designated easements at its discretion. If the project is determined to be cost effective, the extension will be in accordance with the following guidelines:

- 5.1.1** All lines should be sized to meet the anticipated growth in the area and comply with the Town of Boothbay Harbor and or the Town of Boothbay Comprehensive Plan.
- 5.1.2** All affected property owners desiring to connect to the wastewater line for service will pay a pro rata share of the costs as determined by BBHSD.
- 5.1.3** Property owners requesting service shall present a "Petition for Service" to BBHSD. At least 2/3 of the existing residents or property owners are required for BBHSD to consider extending the infrastructure to provide service.
- 5.1.4** Projects funded under these guidelines shall be prioritized as follows:
  - Available funding sources
  - Health Hazard
  - Water Quality Problems (if wells are used)
  - Willingness to Participate
  - Ability to Pay
  - Public Water Available
  - Density (# of Lots/Acre)

## **SECTION 5.2 DEVELOPER EXTENSIONS**

- 5.2.1** It is the Developer's responsibility to extend wastewater systems to the nearest point of connection to BBHSD's existing infrastructure. Properties contiguous to the Town of Boothbay or Boothbay Harbor must comply with the District's Sewer Use Rules and Regulations in order to receive wastewater service. Capacity in BBHSD's system is not considered available until the impact on the wastewater infrastructure has been reviewed and the wastewater treatment component of the impact fee has been paid.
- 5.2.2** Anyone desiring to connect to BBHSD's wastewater system must also connect to the Boothbay Region Water District's water system, if BBHSD determines that the water system infrastructure is reasonably available.

## **SECTION 5.3 ALTERNATIVE COLLECTION SYSTEMS**

- 5.3.1** Whenever possible, wastewater collection systems shall be conventional gravity and shall be built in accordance with the latest revision of the Wastewater Collection System Specifications developed by BBHSD.
- 5.3.2** The Developer must submit a feasibility report for BBHSD approval, which outlines the need to use an alternative collection system. The report shall address hydraulic,

cost, and operational considerations. The following design criteria, “Gravity Sanitary Design and Construction” American Society of Civil Engineers, Practice Number 60, 1982, as amended, shall apply. If there is a conflict, the more stringent rules shall govern.

1. Grinder pump low pressure collection force mains will only be considered when there is no other alternative available.
2. Applications for construction of alternative collection systems must include a justification of why a conventional gravity system is not recommended.
3. The design of an alternative system shall limit the number of pumps by clustering services wherever possible.
4. BBHSD must have the right of ingress/egress for each lot to be able to inspect the system.
5. A yearly maintenance fee of actual cost per system shall be paid to BBHSD for the operation and maintenance of the system. This fee does not include normal usage rates.
6. Any deed used in the sale of lots or transfer of property shall clearly specify that the property is serviced by an alternative collection system in lieu of a gravity wastewater line.

## **SECTION 5.4 USE OF WASTEWATER SYSTEM**

- 5.4.1** When the only wastewater service abutting a property (containing a house or building whose usage is one residential equivalent unit (REU) or less) is a transmission force main, the provisions of BBHSD Rules and Regulations requiring mandatory connection will apply.
- 5.4.2** In all cases of property subdivision, connection to the public wastewater system will be required unless BBHSD staff determines otherwise.

## **CHAPTER 6**

### **SMALL DIAMETER FORCE MAINS AND GRINDER PUMP STATIONS**

#### **SECTION 6.1 SMALL DIAMETER FORCE MAINS AND GRINDER PUMP STATIONS**

##### **Installation and Maintenance of Small Diameter Force Mains and Grinder Pump Stations:**

In an effort to ensure that wastewater service is available, BBHSD may allow the use of private force mains and grinder pump stations.

1. Individual grinder pumps must be installed in accordance with BBHSD's specifications. Installations shall be performed by a licensed plumber/contractor.
2. It will be the Applicant's responsibility to obtain a Town Building Permit and any other pertinent or applicable permits prior to construction.
3. The following items must be received prior to BBHSD accepting the grinder pump station for maintenance:
  - a. Town Building Permit.
  - b. BBHSD Permit for Service
  - c. Standard Maintenance Contract for Small Diameter Force Mains and Individual Wastewater Pumps (**Appendix 25**) must be executed, recorded in the Lincoln County Registry of Deeds, and the original recorded document returned to the District.
  - d. A 24-month maintenance bond equal to 10% of the construction cost of the system must be posted.

## **CHAPTER 7**

### **SPECIAL CONDITIONS**

#### **SECTION 7.1 PRETREATMENT**

BBHSD accepts only domestic wastewater. All other wastewater must be pretreated to meet domestic wastewater standards (refer to the Rules and Regulations of the Boothbay Harbor Sewer District § 3, 4, 5, and 6). Plans must be approved by BBHSD.

#### **SECTION 7.2 WETLANDS**

Wetland areas shall be delineated in accordance with the Federal Manual for Identifying and Delineating Jurisdictional Wetlands. Delineation of said wetlands shall be done at the Developer's expense. Developers will be responsible for obtaining necessary permits from the appropriate regulatory agencies and complying with the conditions of those permits.

#### **SECTION 7.3 UPGRADE OF PROPOSED LINE INSTALLATIONS**

**7.3.1** As a result of the review of construction plans, BBHSD reserves the right to require that wastewater lines and all appurtenances thereof be increased in size and/or deepened to accommodate future growth. Lines should be sized to meet the Developer's minimum needs and separately to meet BBHSD's proposed master plan.

**7.3.2** If BBHSD requires a Developer to increase the size or deepen the wastewater lines, BBHSD will reimburse the Developer. BBHSD will require bid prices for both line sizes



and/or cost to deepen the line. The cost sharing formula is based on either:

1. The bid price difference or;
2. The proportionate capacity [cross sectional area of pipe 1 vs. cross sectional area of pipe 2.]

The Developer's share will be the least cost option. BBHSD, at its option, will pay the Developer the price difference when the line is approved for service or by making other financial arrangements.

**7.3.3** For lines that are part of BBHSD's master plan and are included in the impact fee calculation but are planned for some time in the future, the Developer will front the total cost of the line. BBHSD will pay the Developer for the actual cost of the line during the fiscal year when the line was originally scheduled in the Capital Improvement Plan (CIP), at no interest.

**7.3.4** All of the above conditions must be written into the Developer's contract. Wastewater Contracts ([Appendix No. 3](#)) will be modified to reflect financial contributions to be made by BBHSD.

## **SECTION 7.4 PUMP STATIONS**

**7.4.1** Pump Station Fencing: Developers or Homeowners Associations desiring to construct a fence around a pump station site using a different material than what is specified in BBHSD's standard specifications will be required to execute a Maintenance Agreement ([Appendix No. 26](#)).

**7.4.2** Pump Station Landscaping: All landscaping costs of new pump station installations will be paid by the developer/homeowner. BBHSD will reimburse the Developer or Homeowners Associations for costs associated with landscaping an existing BBHSD's pump station site, provided the following conditions have been met:

1. A landscaping plan has been submitted and approved by BBHSD along with written proposal.
2. A Maintenance Agreement has been executed by the Developer or Homeowners Association stating that they will be responsible for perpetual maintenance of the landscaping at their expense ([Appendix No. 27](#)).

# **GUIDELINES FOR DEVELOPEMENT**

## **APPENDICES**

## APPENDICES

Appendix No. 1	Rate Schedule
Appendix No. 2	Letter of Intent Request Forms
Appendix No. 3	Wastewater Contract
Appendix No. 4	Boothbay Harbor Planning Board Review Program
Appendix No. 5	Boothbay Harbor Sewer District Engineering Review Program
Appendix No. 6	Non-Domestic Waste Survey Questionnaire Cross-Connection Questionnaire
Appendix No. 7	Residential Equivalent Unit (REU) Guidelines
Appendix No. 8	Guidelines for Capacity Assignment
Appendix No. 9	Boothbay Harbor Sewer District Road Opening Permit
Appendix No. 10	Boothbay Harbor Sewer District Residential Guidelines
Appendix No. 11	Wastewater Service Location Policy
Appendix No. 12	Boothbay Harbor Sewer District By-Laws
Appendix No. 13	Land Surveyors Standards of Practice
Appendix No. 14	As-Built Checklist for Wastewater Systems
Appendix No. 15	Contractor's Affidavit and Final Waiver of Lien
Appendix No. 16	Contractor Guaranty
Appendix No. 17	Wastewater Project Completion Questionnaire
Appendix No. 18	Conditional Permit to Construct
Appendix No. 19	Permit Policy Permitting Procedures
Appendix No. 20	Title to Wastewater Systems and Grants of Easements
Appendix No. 21	Attorney Title Letter of Opinion
Appendix No. 22	Title to Real Estate
Appendix No. 23	Model Home Agreement
Appendix No. 24	Sewer Entrance Application (Old)
Appendix No. 25	Maintenance Contract for Small Diameter Force Mains and Individual Pump Stations
Appendix No. 26	Pump Station Fencing Maintenance Agreement
Appendix No. 27	Pump Station Landscape Maintenance Agreement



**APPENDIX NO. 1**

**Boothbay Harbor Sewer District  
Approved Sewer Use Rate Schedule  
Effective January 1, 2016**

**1. Wastewater Rates**

**Charges FY 2016**

Basic Facilities Charge per REU (BFC)

\$96.20 per quarter

Volumetric Rates – 900 cubic feet per quarter minimum

Metered Single Family Residential

\$10.02/100 ft<sup>3</sup>/quarter

Metered Multi-Family – per REU

\$10.02/100 ft<sup>3</sup>/quarter

Unmetered Single Family Residential

\$176.28/quarter

Unmetered Multi-Family – per REU

\$176.28/quarter/REU

Seasonal Residential Rates Basic Charge per REU

\$192.40 per season

Volumetric Rates – 1800 cubic feet per season minimum

Metered Single Family Residential

\$10.02/100 ft<sup>3</sup>/season

Metered Multi-Family Residential

\$10.02/100 ft<sup>3</sup>/season

Unmetered Single Family Residential

\$352.56/season

Unmetered Multi-Family – per REU

\$352.56/season/REU

Debt Retirement Fee per REU

\$192.40/offseason/REU

Commercial Rates Year Round Users (BFC)

Volumetric Rates– 900 cubic feet per quarter minimum or  
highest annual quarterly usage multiplied by \$0.0501 (50% of  
the residential rate per 100 ft<sup>3</sup>) whichever is higher.

\$96.20 per quarter

\$10.02/100 ft<sup>3</sup>/quarter

Commercial Rates Seasonal Facilities (BFC)

Volumetric Rates

\$10.02/100 ft<sup>3</sup>/season

Minimum Bill per Quarter: \$0.0501 multiplied by the previous  
Year's highest quarterly usage in ft<sup>3</sup>

Off Season Charges When Closed for Business:

Minimum Bill/season (spring): \$0.0501 multiplied by the previous season's usage in ft<sup>3</sup>

Ready to Serve Customers

\$60.00/quarter

**2. Miscellaneous User Fees**

Late Payment Fee (31 days or older)

\$1.00 (min)  
or 0.58% Per Month

Account Research

\$25.00/hr.

Returned Check Fee

\$50.00/item

Returned Unclaimed Certified Mail Fee

\$10.00/piece

Service Call (not BBHSD responsibility)

\$50.00/hr.

Septage Dumping Fee

\$0.13/ gal.

Bus Dump Fee (During Work Hours)

\$25.00

(After Hours)

\$50.00

## **APPENDIX NO. 1**

Lien Fees	As Allowed
Water Meters (outside watering) (Special order at cost plus shipping)	\$100.00
Grease Trap Inspection Fee (per inspection)	\$50.00/hr
(follow-up inspection)	\$75.00/hr

### **3. Account, Connection, and Impact Fees**

New Account Fee	\$15.00
Wastewater Tap Inspection Fee	\$50.00/hr.
Wastewater Tap Follow-Up Inspection Fee	\$75.00/hr.
Wastewater Tap Fee (Customer Paid)	Actual Cost
Impact Fees Per REU	
Town of Boothbay	\$1000.00
Roads End	\$1500.00
Eastern Avenue, Kenny Field Drive	\$2500.00
Lobster Cove/Park Street East of Summit Road	\$2000.00
Remainder of Boothbay Harbor	\$1000.00
Second Structure on same Lot	\$500.00

### **4. Project Administration/Inspection Fees**

Letter of Intent to Develop -	\$100.00
-------------------------------	----------

Project Administration	
➤ Single Family Residential – 2.0 % of Construction Costs <sup>1</sup>	
➤ Commercial Multi-Family/REU - \$100.00/REU	
➤ Minimum Fee \$200.00	

<sup>1</sup>Based upon current construction and engineering rates

12 Month Wastewater Bond – 10% of Actual Construction Cost of wastewater system

**APPENDIX NO. 2**

**BOOTHBAY HARBOR SEWER DISTRICT**  
**27 Sea Street**  
**Boothbay Harbor, Maine 04538**  
**Telephone (207) 633-4663 ■ Fax (207) 633-4663 ■ crhiggins@gwi.net**

**LETTER OF INTENT REQUEST**

**(PLEASE PRINT)**

**Developer Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Description of Property: Please attach.** (Include all pertinent information such as tax map number, lot number, name of subdivision, address, unit number, and/or street name of adjacent streets as needed to identify the property.)

<b>Property within Town Limits of Boothbay</b>	<b>YES</b> ____	<b>NO</b> ____
<b>Town Limits of Boothbay Harbor</b>	<b>YES</b> ____	<b>NO</b> ____

If no, please be advised that the Boothbay Harbor Sewer District will forward this request to the appropriate Town to determine if the property is contiguous.

**Is the property being subdivided** **YES** \_\_\_\_ **NO** \_\_\_\_

**Are you requesting sewer service** **YES** \_\_\_\_ **NO** \_\_\_\_

**Type of Development** **Residential** \_\_\_\_ **Commercial** \_\_\_\_ **Industrial** \_\_\_\_

**Description:** Please Attach. (Include all pertinent information such as number and type of units proposed, construction phases, and/or type of commercial use, attach site plan)

**Estimated hydraulic loading in gallons per day:** \_\_\_\_\_ **(consult BBHSD Guidelines for Development)**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**\$100.00 LETTER OF INTENT FILING FEE MUST BE ATTACHED IN ORDER FOR THIS REQUEST TO BE PROCESSED**



**APPENDIX NO. 2**

**BOOTHBAY HARBOR SEWER DISTRICT**  
**27 Sea Street, Boothbay Harbor, ME 04538**  
**Telephone (207) 633-4663 ♦ Fax (207) 633-4663 ♦ crhiggins@gwi.net**

**LETTER OF INTENT REQUEST**

Instruction for completing BBHSD's standard Letter of Intent form.

**SECTION 1:** Must be completed in its entirety by all applicants.

**SECTION 2:** Complete this section if you are an individual property owner that is requesting service for an existing residence currently being served by well and/or septic tank.

**SECTION 3:** Complete this section if you are a commercial customers applying for service in an existing commercial building.

**SECTION 4:** Complete this section if you planning to develop property that is currently undeveloped (vacant land).

You must sign the applicable section in order for the request to be processed.

---

---

**SECTION 1**

**Must be completed by all applicants (PLEASE PRINT):**

**Name of Developer or Owner:**

\_\_\_\_\_

**Current Mailing Address:**

\_\_\_\_\_

**Telephone #**

**Fax #**

\_\_\_\_\_

**Email Address:**

\_\_\_\_\_

\_\_\_\_\_

**Contact Name:**

\_\_\_\_\_

**Current Mailing Address:**

\_\_\_\_\_

**Telephone #**

**Fax #**

\_\_\_\_\_

**Email Address:**

\_\_\_\_\_

\_\_\_\_\_

**PROPERTY LOCATION:**

**Tax Map and Lot Number:**

\_\_\_\_\_

**Name of Subdivision (if applicable):**

\_\_\_\_\_

**Lot Number:**

\_\_\_\_\_

**Street Address:**

\_\_\_\_\_

**Unit Number (existing commercial units)**

\_\_\_\_\_

\_\_\_\_\_

**Property within District limits?** ☐ Yes

**APPENDIX NO. 2**

☐ **No**, if no, BBHSD will forward this request to the Town of Boothbay Harbor to determine if the property is contiguous before we will process your request.

===== **END- SECTION 1** =====

**SECTION 2  
INDIVIDUAL PROPERTY OWNERS**

**Type of Service:**      ☐ **Residential**      ☐ **Commercial**

**Are you subdividing the property or creating a new plat?**

- ☐ **Yes**, if yes, a copy of the preliminary plat must be submitted, along with the \$50.00 filing fee.  
☐ **No**, if no, you are exempt from paying the \$50.00 filing fee.

**What do you need?**

- ☐ Wastewater Availability Letter for Town of Boothbay Harbor, or other agency  
☐ Wastewater Service  
☐ Other: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

===== **END -SECTION 2** =====

**SECTION 3  
EXISTING COMMERCIAL BUILDING**

**Detailed description of business:**

\_\_\_\_\_  
\_\_\_\_\_

**What do you need?**

- ☐ New Service, please include \$50.00 filing fee.  
☐ Change of Billing Information (owner remains same). Exempt from filing fee.  
☐ Change of Ownership (business remains same). Exempt from filing fee.

Name of Business: \_\_\_\_\_ Federal ID #: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

===== **END- SECTION 3** =====

**SECTION 4  
UNDEVELOPED PROPERTY**

**Type of Development:**      ☐ **Residential**      ☐ **Commercial**      ☐ **Industrial**

**APPENDIX NO. 2**

**Detailed description of new development:**

Type of Units Proposed

Construction Phases

Type of Commercial Use

Estimated hydraulic  
loading in gallons per day

1. \$50.00 filing fee must be attached in order for this request to be processed.
2. Attach site plan, and any other pertinent information.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**END- SECTION 4**



**APPENDIX NO. 3**

**THIS DOCUMENT IS TO BE USED AS AN EXAMPLE ONLY. ORIGINAL REDLINE DOCUMENTS CAN BE OBTAINED FROM THE BOOTHBAY HARBOR SEWER DISTRICT. LEGAL DOCUMENTS THAT HAVE BEEN RETYPED SHALL NOT BE ACCEPTED.**

---

STATE OF MAINE  
COUNTY OF LINCOLN

**WASTEWATER CONTRACT**

THIS CONTRACT MADE AND ENTERED into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the BOOTHBAY HARBOR SEWER DISTRICT, (hereinafter sometimes referred to as the "THE DISTRICT") and \_\_\_\_\_ (hereinafter sometimes referred to as the "Applicant").

**WITNESSETH**

WHEREAS the District is a body politic and corporate under the laws of the State of Maine and is responsible for the providing wastewater collection and treatment services in the Boothbay and Boothbay Harbor areas of Lincoln County; and

WHEREAS the Applicant desires to improve or develop property known as **(Name of Subdivision/Development exactly as it appears on the final As-Built drawings, if the project is developed in phases, a new contract must be executed for each new phase.)** (hereinafter sometimes referred to as the "Development") and has requested permission to construct certain wastewater facilities whereby wastewater service could be provided to the aforementioned development; and

WHEREAS the Applicant has submitted to the District plans, profiles and specifications for the construction of the proposed wastewater facilities; and

WHEREAS the Applicant desires to transfer and convey to the District the wastewater facilities to be constructed pursuant to this Contract and the District desires to accept such conveyance subject to the terms of this Contract.

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

1. The Applicant agrees that it will construct and, in and for the sum of FIVE (\$5.00) DOLLARS and the premises herein, will convey and transfer unto the District the wastewater facilities which it has constructed, together with the easements for the operation, maintenance, repair and replacement of same, as shown on the plans and specifications for said wastewater facilities prepared by **(Name of the Engineer)**, and bearing the date of **(Date of the plans and specifications)** which plans and specifications are made a part hereof and incorporated herein by this reference. By way of explanation, and not by way of limitation, the term "wastewater facilities" shall include the following:

The wastewater system and property used for wastewater transportation serving **(Name of Subdivision/Development exactly as it appears on the final "as-built" drawings, if the project is developed in phases a new contract must be executed for each phase)**, Lincoln County, State of Maine, as is more particularly shown and depicted on the plans and specifications for said wastewater system prepared by **(Name of Engineering Firm)** bearing the date of **(Date of plans and specifications)** which plans and specifications are made part of this description by this reference, including but not limited to all wastewater collection lines, interceptor wastewater lines, gravity lines and mains, manholes and connecting lines, valves, and adapters, pumps, pumping stations and force mains, all accessories and appurtenant fixtures to wastewater service equipment, all permanent and transmissible easements for construction and maintaining wastewater lines, all easements, leases, permits, contract rights and/or rights-of-way for wastewater service lines,



### APPENDIX NO. 3

connections and equipment located in or connecting to (Name of Subdivision/Development exactly as it appears on the final "as-built" drawings, if the project is developed in phases a new contract must be executed for each phase), Lincoln County, State of Maine; apparatus, real property, equipment and wastewater maintenance supplies and all other property, equipment, rights and privileges as are a part of the said wastewater system. All house service connection lines shall remain the property of the property owner.

All labor and materials for the subject construction will be at the expense of the Applicant unless otherwise provided herein. The Applicant will construct the wastewater facilities according to the plans and specifications approved by the District. All construction will be in accordance with the rules and regulations of the District, as they may be amended from time to time.

2. The Applicant will pay to the District an administrative fee equal to one and one half (1/2%) percent of the construction cost of the wastewater facilities and will reimburse the District for any expenses, including legal fees, incurred in connection with the construction of these facilities and the transfer of the facilities to the District. The Administrative fee and expenses shall be paid to the District prior to the commencement of construction and shall be based upon the estimated cost of construction of the wastewater facilities, which shall be calculated in accordance with the District's standard cost figures. The final fee will be based upon the actual cost of construction of the wastewater facilities. No wastewater service will be provided to the Development until full payment of this administrative fee and expenses has been made to the District.

3. Prior to the commencement of construction, the Applicant will obtain and furnish to the District copies of all highway and construction permits required for the construction of these wastewater facilities. The Applicant agrees to comply with any general and special provisions of said highway permits, including clean up and final restoration requirements. No wastewater service will be provided to the Development until the Applicant provides the District with written verification from the agency issuing the highway permit that all general and special provisions of the highway permit, including clean up and final restoration requirements have been satisfied.

4. Prior to the commencement of construction, the Applicant will furnish to the District recorded property deeds, grants of easements and rights-of way, along with the appropriate plats, that are required for the operation and maintenance of the said wastewater facilities.

5. Upon completion of construction, the wastewater facilities, free of liens and encumbrances, will be conveyed to the District by Bill of Sale without consideration other than as herein specified.

6. At the closing of the transfer of the wastewater facilities from the Applicant to the District, the Applicant shall provide the District with a certification of title from an attorney licensed to practice law in Maine that the land, equipment, facilities, pipes, valves, wastewater lines, pump stations, easements and all other property comprising the wastewater facilities are free from any and all manner of liens and encumbrances at the time of transfer to the District and that the property is being transferred to the District with good and marketable title.

7. The Applicant represents and warrants that it will be the lawful owner of all the property to be transferred to the District hereunder and comprising the wastewater facilities and that it will have the



### APPENDIX NO. 3

right to sell the same and does hereby bind all and singular the said property unto the District, its successors and assigns, against itself, its successors and assigns and every person whomsoever lawfully claiming or to claim the same or any part thereof..

8. The District shall have the right, at any time during the course of construction, to inspect the wastewater facilities to determine compliance with the terms of this contract. District shall also have the right to conduct a final inspection of the wastewater facilities in accordance with the District's wastewater extension policy. Nothing contained in this paragraph shall relieve the applicant of its responsibility to construct the wastewater facilities in accordance with the plans and specifications approved by the District and in accordance the rules and regulations adopted by the District.

9. The Applicant shall, without expense to the District, repair and remedy any defect occurring in the wastewater facilities within one (1) year from the date of acceptance of said wastewater facilities by the District and caused by, arising out of or incidental to the use of defective material, improper, workmanship, or the failure by the Applicant to comply with the plans and specifications or any other requirement of this Contract. The District, in order to protect the health and safety of the public, shall have the option to repair any defect, either temporarily or permanently, and the Applicant shall reimburse the District for any costs and expenses incurred within thirty (30) days after receipt of a bill from the District. The failure by the Applicant to repair any system defect or to reimburse the District for repairs made by the District shall result in the suspension of wastewater connections in the Development.

10. The District waives the requirement for the Applicant to post a performance bond. The Applicant shall file a maintenance bond prior to the District accepting the wastewater facility for operation and maintenance, with good and sufficient surety, in an amount equal to ten percent (10%) of the total construction and engineering cost of the wastewater system to indemnify the District for any costs and expenses incurred by the District because of the failure of the Applicant to comply with the requirements of paragraph nine (9) of this Contract. The maintenance bond, as offered by the Applicant, must be for a period of one (1) year from the date of acceptance by the District of the wastewater facilities and must be approved in writing by the District.

11. The Applicant will furnish the District with three (3) sets of paper blue line "As-Built" drawings and an autocad (latest version) diskette, along with a written certification by the Engineer stating that the wastewater facilities were constructed according to the plans and specifications approved by the District and that the Contractor used acceptable construction practices. The Engineer shall further provide a certification of the actual construction cost of the wastewater facilities transferred to the District pursuant to this Contract. No service will be provided by the District to the Applicant's wastewater facilities until the Applicant has complied with all of the requirements contained in this Contract.

12. The District shall, upon conveyance and acceptance of the wastewater facilities, become the sole owner thereof. The District will at that time assume sole responsibility for the operation and maintenance of the wastewater facilities.

13. The District will charge for connection to its wastewater system in accordance with applicable rates in effect for the District at the time of connection. The size of connections and point of connection are to be determined by the District and all costs associated with connection thereto are the



### APPENDIX NO. 3

responsibility of the Applicant and are shown on the approved drawings.

14. Actual connection to the system at points other than those referenced in paragraph thirteen (13) above will be charged for in accordance with applicable rates in effect for the District at the time of connection, the cost of physical connection being at the expense of others than the District.

15. The District will charge for wastewater service in accordance with its applicable rates, as may be amended from time to time.

16. The Applicant covenants and agrees that it will obtain or grant to the District all property rights, easements and/or, rights-of-way necessary for the operation and/or maintenance of the wastewater facilities being transferred to the District and any expansions thereof or necessary for any expansion of or modification to the remainder of the District's wastewater system necessitated by the acceptance of the wastewater facilities referred to herein.

17. The District shall have the right to use the wastewater facilities transferred hereunder for any purpose, including providing wastewater service to property not owned by the Applicant, without compensation to the Applicant.

18. The Applicant, its successors and assigns warrant and agree that they will pay any legal fees and expenses or other costs (including, but not limited to, payment for condemned property) incurred by the District in defending its title to the properties which are the subject of this Contract and which comprise the wastewater facilities.

19. The Applicant agrees that nothing in this Contract or in the action taken by the District pursuant to this Contract shall be construed as implying an acceptance by the Town of Boothbay Harbor of any roadways in the Applicant's development or as creating any duty upon the Town of Boothbay Harbor to maintain any roadways in the Applicant's development.

20. The District does not, by virtue of this Contract, reserve capacity in its system to ultimately serve any or all of the property adjacent to or available to these wastewater facilities.

21. The provisions of this Contract shall survive the closing of the transfer of the wastewater facilities to the District.

22. This Contract constitutes the entire agreement between the parties relating to the transfer of the wastewater facilities, and the terms of this Contract may be modified only in writing executed by both parties.

23. By entering into this Contract, the District assumes no responsibility for the payment of any taxes, fees, assessments or charges that may have been levied against or may be present liens on the wastewater facilities constructed by the Applicant.

24. Neither this Contract nor any right hereunder may be assigned by either party without the prior written consent of the other party. Subject to this condition, this Contract and all the provisions thereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, (Name of Developer/Owner) and the Boothbay Harbor Sewer District, a/k/a The District, have caused these presents to be executed in their names by

**APPENDIX NO. 3**

the proper officers on the date first hereinabove written.

IN THE PRESENCE OF:

\_\_\_\_\_  
Witness No. 1

\_\_\_\_\_  
Witness No. 2

**(Name of Company/Partnership, etc.)** (Seal)

By: (Signature of Owner/Developer)  
(Name must be typed or printed under signature)

Its (Title, ie. President/partner)

**TRUSTEES OF THE BOOTHBAY  
HARBOR SEWER DISTRICT (SEAL)**

(For District)

By: (For District Use)  
Chairman

(For District Use)

By: (For District Use)  
Treasurer

(For District Use)

By: (For District Use)  
Clerk

(For District Use)

ATTEST: (For District Use)  
Superintendent

STATE OF MAINE

COUNTY OF LINCOLN

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **(Name of development/partnership/corporation, etc.)** by **(Owner/developer)** its **(Title)**, sign, seal and as his act and deed, deliver the within written instrument; and that (s)he with the other witness witnessed the execution and delivery thereof.

(Signature of either Witness No. 1 or 2)

SWORN to before me this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Notary Public for State of Maine  
My commission expires: \_\_\_\_\_

APPENDIX NO. 3

STATE OF MAINE

COUNTY OF LINCOLN

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named TRUSTEES OF THE BOOTHBAY HARBOR SEWER DISTRICT, BOOTHBAY HARBOR, MAINE, a/k/a the District by \_\_\_\_\_ its Chairman, and Christopher Higgins, Superintendent, attest, sign, seal and as its act and deed, deliver the within written instrument; and that (s)he with the other witness witnessed the execution and delivery thereof.

(For District Use)

SWORN to before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_(SEAL)  
Notary Public for State of Maine  
My commission expires: \_\_\_\_\_



**Boothbay Harbor Planning Board  
Review Program  
Wastewater Construction Permitting Process**

1. Submit one (1) set of preliminary plans along with the appropriate calculations to BBHSD.
2. BBHSD will review and comment on the submittal. A letter will be issued to the design engineer, assessing all fees due, requesting any additional information required, and execution wastewater contracts.
3. If required, resubmit three (3) sets of corrected plans to BBHSD.
4. Once plans have been approved by BBHSD, the District forwards copies with the appropriate questionnaire forms to the Town of Boothbay Harbor Planning Board.
5. After required fees have been paid, executed wastewater contracts and any additional information required has been submitted, BBHSD will issue its "Conditional Permit to Construct.
6. Once BBHSD's Conditional Permit to Construct has been issued, submit the completed Package to the Town of Boothbay Harbor Planning Board. BBHSD's Submittal checklist must also be included.

**APPENDIX NO. 4**

**Boothbay Harbor Sewer District  
Boothbay Harbor Planning Board Review Program  
Wastewater Construction Submittal Check List**

- \_\_\_ Executed Wastewater Contracts and any other additional information required.
- \_\_\_ Required BBHSD fees paid.
- \_\_\_ Three (3) sets of corrected plans for BBHSD's files;
- \_\_\_ The original BHPB Construction Permit Application, properly completed.
- \_\_\_ Three (3) copies of the signed and sealed plans. One additional plan sheet showing the proposed and existing (in the area of construction) wastewater lines (highlighted for identification) and their sizes.
- \_\_\_ Three (3) copies of the appropriate design calculations. Wastewater: Design flow (based on Appendix A) and pump station calculations, pump curve, etc. Also if applicable, the number and types of service connections.
- \_\_\_ Three (3) copies of a detailed 8-1/2" x 11" location map, separate from the plans.
- \_\_\_ Three (3) copies of construction easements, unless the project owner has the right of eminent domain.
- \_\_\_ BBHSD Certification letter.
- \_\_\_ Current application fee for wastewater system extension submitted as a BHPB project.

APPENDIX NO. 4

**BHPB Review Program**

Date: \_\_\_\_\_

To: Boothbay Harbor Planning Board

Subject: \_\_\_\_\_

The following project has been reviewed by the Boothbay Harbor Sewer District:

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Type of Waste: \_\_\_ Domestic \_\_\_ Commercial \_\_\_ Industrial, Volume (GPD) \_\_\_\_\_

If Industrial, is a pre-treatment permit required: \_\_\_\_\_ yes \_\_\_\_\_ no

Disposal Method: Boothbay Harbor Sewer District ME0100064

Consulting Engineer: \_\_\_\_\_

Engineer's Phone: \_\_\_\_\_

BBHSD Contact: Chris Higgins, Superintendent Phone: 633-4663

**This project (is) (is not) in conformance with the Boothbay Harbor Sewer District rules and regulations for sewer use.**

Comments: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Christopher Higgins, Superintendent  
Boothbay Harbor Sewer District



**APPENDIX NO. 5**

**Boothbay Harbor Sewer District  
Engineering Review Program  
Wastewater Construction Permitting Process**

1. Submit one (1) set of preliminary plans along with the appropriate calculations to BBHSD.
2. BBHSD will forward the submittal to its Engineer for review. A letter will be issued to the design engineer, assessing all fees due, requesting any additional information required, and execution wastewater contracts.
3. If required, resubmit three (3) sets of corrected plans to BBHSD.
4. Once plans have been reviewed by the BBHSD Engineer, the District Engineer forwards comments and recommendations to the District Board of Trustees. The Board will then approve the design.
5. After required fees have been paid, executed wastewater contracts and any additional information required has been submitted, BBHSD will issue its "Conditional Permit to Construct.
6. Once BBHSD's Conditional Permit to Construct has been issued, submit the completed Package to the Town of Boothbay Harbor Planning Board. BBHSD's Submittal checklist must also be included.

**Boothbay Harbor Sewer District  
Engineering Review Program  
Wastewater Construction Submittal Check List**

- \_\_\_ Executed Wastewater Contracts and any other additional information required.
- \_\_\_ Required BBHSD fees paid.
- \_\_\_ Three (3) sets of corrected plans for BBHSD's files;
- \_\_\_ The original BHPB Construction Permit Application, properly completed.
- \_\_\_ Three (3) copies of the signed and sealed plans. One additional plan sheet showing the proposed and existing (in the area of construction) wastewater lines (highlighted for identification) and their sizes.
- \_\_\_ Three (3) copies of the appropriate design calculations. Wastewater: Design flow (based on Appendix A) and pump station calculations, pump curve, etc. Also if applicable, the number and types of service connections.
- \_\_\_ Three (3) copies of a detailed 8-1/2" x 11" location map, separate from the plans.
- \_\_\_ Three (3) copies of construction easements, unless the project owner has the right of eminent domain.
- \_\_\_ BBHSD Certification letter.
- \_\_\_ Current application fee for wastewater system extension submitted as a BHPB project.

**BHPB Review Program**

Date: \_\_\_\_\_

To: Boothbay Harbor Planning Board

Subject: \_\_\_\_\_

The following project has been reviewed by the Boothbay Harbor Sewer District:

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Type of Waste: \_\_\_ Domestic \_\_\_ Commercial \_\_\_ Industrial, Volume (GPD) \_\_\_\_\_

If Industrial, is a pre-treatment permit required: \_\_\_\_\_ yes \_\_\_\_\_ no

Disposal Method: Boothbay Harbor Sewer District ME0100064

Consulting Engineer: \_\_\_\_\_

Engineer's Phone: \_\_\_\_\_

BBHSD Contact: Chris Higgins, Superintendent Phone: 633-4663

**This project (is) (is not) in conformance with the Boothbay Harbor Sewer District rules and regulations for sewer use.**

Comments: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Christopher Higgins, Superintendent  
Boothbay Harbor Sewer District



**BOOTHBAY HARBOR SEWER DISTRICT  
INDUSTRIAL PRETREATMENT PROGRAM  
NON-DOMESTIC WASTE SURVEY QUESTIONNAIRE**

**SECTION A - GENERAL INFORMATION**

A.1. Company name, mailing address, and telephone number:

---

---

---

Zip Code \_\_\_\_\_ Telephone No. (    ) \_\_\_\_\_

A.2 Address of production or manufacturing facility. (If same as above, check        .)

---

---

Zip Code \_\_\_\_\_ Telephone No. ( \_\_\_\_\_ ) \_\_\_\_\_

Note to Signing Official: In accordance with Title 40 of the Code of Federal Regulations Part 403 Section 403.14, information and data provided in this questionnaire which identifies the nature and frequency of discharge shall be available to the public without restriction. Requests for confidential treatment of other information shall be governed by procedures specified in 40 CFR Part 2. Should a discharge permit be required for your facility, the information in this questionnaire will be used to issue the permit.

This is to be signed by an authorized official of your firm after adequate completion of this form and review of the information by the signing official.

I have personally examined and am familiar with the information submitted in this document and attachments. Based upon my inquiry of those individuals immediately responsible for obtaining the information reported herein, I believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and/or imprisonment.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Official (Seal if applicable)

A.3 Name, title, and telephone number of person authorized to represent this firm in official dealings with the Boothbay Harbor Sewer District:

---

---

A.4. Alternate person to contact concerning information provided herein:

Name \_\_\_\_\_ Title \_\_\_\_\_ Tel. No. \_\_\_\_\_

A.5. Identify the type of business conducted (auto repair, machine shop, electroplating, warehousing, painting, printing meat packing, food processing, etc.).

---

## APPENDIX NO. 6

- A.6. Provide a brief narrative description of the manufacturing, production, or service activities your firm conducts.

---

---

- A.7. Standard Industrial Classification Number (s) (SIC Code) for your facilities: \_\_\_\_\_

- A.8. This facility generates the following types of wastes (check all that apply):

Average gallons per day

- |   |       |                                    |                                   |
|---|-------|------------------------------------|-----------------------------------|
| 1. <input type="checkbox"/> Domestic wastes (Restrooms, employee showers, etc.) | _____ | <input type="checkbox"/> estimated | <input type="checkbox"/> measured |
| 2. <input type="checkbox"/> Cooling water, Non-contact                          | _____ | <input type="checkbox"/> estimated | <input type="checkbox"/> measured |
| 3. <input type="checkbox"/> Boiler/Tower Blowdown                               | _____ | <input type="checkbox"/> estimated | <input type="checkbox"/> measured |
| 4. <input type="checkbox"/> Cooling Water Contact                               | _____ | <input type="checkbox"/> estimated | <input type="checkbox"/> measured |
| 5. <input type="checkbox"/> Process   | _____ | <input type="checkbox"/> estimated | <input type="checkbox"/> measured |
| 6. <input type="checkbox"/> Equipment/Facility Washdown                         | _____ | <input type="checkbox"/> estimated | <input type="checkbox"/> measured |
| 7. <input type="checkbox"/> Air Pollution Control Unit                          | _____ | <input type="checkbox"/> estimated | <input type="checkbox"/> measured |
| 8. <input type="checkbox"/> Storm water runoff to sewer                         | _____ | <input type="checkbox"/> estimated | <input type="checkbox"/> measured |
| 9. <input type="checkbox"/> Other (describe)                                    | _____ | <input type="checkbox"/> estimated | <input type="checkbox"/> measured |

Total A.8.1 - A.8.9 \_\_\_\_\_

- A.9. Wastes are discharged to (check all that apply):

Average gallons per day

- |  |       |                                    |                                   |
|--|-------|------------------------------------|-----------------------------------|
| <input type="checkbox"/> Sanitary wastewater | _____ | <input type="checkbox"/> estimated | <input type="checkbox"/> measured |
| <input type="checkbox"/> Storm sewer         | _____ | <input type="checkbox"/> estimated | <input type="checkbox"/> measured |
| <input type="checkbox"/> Surface water       | _____ | <input type="checkbox"/> estimated | <input type="checkbox"/> measured |
| <input type="checkbox"/> Ground water        | _____ | <input type="checkbox"/> estimated | <input type="checkbox"/> measured |
| <input type="checkbox"/> Waste Haulers       | _____ | <input type="checkbox"/> estimated | <input type="checkbox"/> measured |
| <input type="checkbox"/> Evaporation         | _____ | <input type="checkbox"/> estimated | <input type="checkbox"/> measured |
| <input type="checkbox"/> Other (describe)    | _____ | <input type="checkbox"/> estimated | <input type="checkbox"/> measured |

Provide name and address of waste hauler(s), if used.

---

---

A.10. Is a Spill Prevention Control and Countermeasure Plan prepared for the facility? ☐ Yes ☐ No

A.11. List any environmental control permits issued to the facility and any discharge limits associated with those permits.

## SECTION B - FACILITY OPERATION CHARACTERISTICS

Average number of employees per shift and starting times of each shift:

Note: The following information in this section must be completed for each product line.

B.3. Raw materials and process additives used: (Use separate sheet, if needed)

B.4. Production Process is: ☐ Batch ☐ Continuous ☐ Both %batch \_\_\_\_\_  
 % continuous \_\_\_\_\_

B.5. Hours of operation: \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. ☐ continuous

B.6. Is production subject to seasonal variation? ☐ yes ☐ no  
If yes, briefly describe seasonal production cycle.

B.7. Are any process changes or expansions planned during the next three (3) years? ☐ yes ☐ no  
If yes, attach a separate sheet to this form describing the nature of planned changes or expansions.

B.8. Average monthly water usage:

## SECTION C - WASTE WATER INFORMATION

C.1. If your facility employs processes in any of the industrial categories or business activities listed below and any of these processes generate wastewater or waste sludge, place a check beside the category or business activity (check all that apply).



## APPENDIX NO. 6

C.2. Pretreatment devices or processes used for treating wastewater or sludge (check as many as appropriate).

### Industrial Categories:

- |  |  |
|--|--|
| 1. <input type="checkbox"/> Adhesives                        | 18. <input type="checkbox"/> Ore Mining                    |
| 2. <input type="checkbox"/> Aluminum Forming                 | 19. <input type="checkbox"/> Organic Chemicals             |
| 3. <input type="checkbox"/> Auto & Other Laundries           | 20. <input type="checkbox"/> Paint & Ink                   |
| 4. <input type="checkbox"/> Battery Manufacturing            | 21. <input type="checkbox"/> Pesticides                    |
| 5. <input type="checkbox"/> Coal Mining                      | 22. <input type="checkbox"/> Petroleum Refining            |
| 6. <input type="checkbox"/> Coil Coating                     | 23. <input type="checkbox"/> Pharmaceuticals               |
| 7. <input type="checkbox"/> Copper Forming                   | 24. <input type="checkbox"/> Photographic supplies         |
| 8. <input type="checkbox"/> Electric & Electronic Components | 25. <input type="checkbox"/> Plastic & Synthetic Materials |
| 9. <input type="checkbox"/> Electroplating                   | 26. <input type="checkbox"/> Plastics Processing           |
| 10. <input type="checkbox"/> Explosives Manufacturing        | 27. <input type="checkbox"/> Porcelain Enamel              |
| 11. <input type="checkbox"/> Foundries                       | 28. <input type="checkbox"/> Printing & Publishing         |
| 12. <input type="checkbox"/> Gun and Wood Chemicals          | 29. <input type="checkbox"/> Pulp and Paper                |
| 13. <input type="checkbox"/> Inorganic Chemicals             | 30. <input type="checkbox"/> Rubber                        |
| 14. <input type="checkbox"/> Iron & Steel                    | 31. <input type="checkbox"/> Soaps & Detergents            |
| 15. <input type="checkbox"/> Leather, Tanning & Finishing    | 32. <input type="checkbox"/> Steam & Electric              |
| 16. <input type="checkbox"/> Mechanical Products             | 33. <input type="checkbox"/> Textile Mills                 |
| 17. <input type="checkbox"/> Nonferrous Metals               | 34. <input type="checkbox"/> Other (identify)              |

C.2. Pretreatment devices or processes used for treating wastewater or sludge (check as many as appropriate)

- |   |   |
|---|---|
| <input type="checkbox"/> Air Floatation                       | <input type="checkbox"/> Reverse Osmosis                      |
| <input type="checkbox"/> Centrifuge                           | <input type="checkbox"/> Screen                               |
| <input type="checkbox"/> Chemical Precipitation               | <input type="checkbox"/> Sedimentation                        |
| <input type="checkbox"/> Chlorination                         | <input type="checkbox"/> Septic Tank(s)                       |
| <input type="checkbox"/> Cyclone                              | <input type="checkbox"/> Solvent separation                   |
| <input type="checkbox"/> Filtration                           | <input type="checkbox"/> Spill Protection                     |
| <input type="checkbox"/> Flow Equalization                    | <input type="checkbox"/> Sump                                 |
| <input type="checkbox"/> Grease or Oil separation, type _____ | <input type="checkbox"/> Biological treatment, type _____     |
| <input type="checkbox"/> Grease Trap                          | <input type="checkbox"/> Rainwater Diversion or storage       |
| <input type="checkbox"/> Grit Removal                         | <input type="checkbox"/> Other Chemical Treatment, type _____ |
| <input type="checkbox"/> Ion Exchange                         | <input type="checkbox"/> Other Physical Treatment, type _____ |
| <input type="checkbox"/> Neutralization, pH correction        | <input type="checkbox"/> Other, type _____                    |
| <input type="checkbox"/> Ozonation                            | <input type="checkbox"/> No Pretreatment                      |

C.3. If any wastewater analyses have been performed on the wastewater discharge(s) from your facilities, attach a copy of the most recent data to this questionnaire. Be sure to include the date of analysis, name of laboratory performing the analysis, and location(s) from which samples(s) were taken (attach sketches, plans, etc., as necessary).

C.4. Priority Pollutant Information: Please indicate by placing an "X" in the appropriate box by each listed chemical whether it is "Suspected to be Absent," "Known to be Absent," "Suspected to be Present," or "Known to be Present" in your manufacturing or service activity or generated as a by-product.

**APPENDIX NO. 6**

CHEMICAL COMPOUND		Known Present	Suspected Present	Known Absent	Suspected Absent
<b>I. METALS AND INORGANICS</b>					
1. Antimony	[ ]	[ ]	[ ]	[ ]	[ ]
2. Arsenic	[ ]	[ ]	[ ]	[ ]	[ ]
3. Asbestos	[ ]	[ ]	[ ]	[ ]	[ ]
4. Beryllium	[ ]	[ ]	[ ]	[ ]	[ ]
5. Cadmium	[ ]	[ ]	[ ]	[ ]	[ ]
6. Chromium	[ ]	[ ]	[ ]	[ ]	[ ]
7. Copper	[ ]	[ ]	[ ]	[ ]	[ ]
8. Cyanide	[ ]	[ ]	[ ]	[ ]	[ ]
9. Lead	[ ]	[ ]	[ ]	[ ]	[ ]
10. Mercury	[ ]	[ ]	[ ]	[ ]	[ ]
11. Nickel	[ ]	[ ]	[ ]	[ ]	[ ]
12. Selenium	[ ]	[ ]	[ ]	[ ]	[ ]
13. Silver	[ ]	[ ]	[ ]	[ ]	[ ]
14. Thallium	[ ]	[ ]	[ ]	[ ]	[ ]
15. Zinc	[ ]	[ ]	[ ]	[ ]	[ ]
<b>II. PHENOLS AND CRESOLS</b>					
1. Phenol(s)	[ ]	[ ]	[ ]	[ ]	[ ]
2. Phenol, 2-chlor	[ ]	[ ]	[ ]	[ ]	[ ]
3. Phenol, 2,4-dichloro	[ ]	[ ]	[ ]	[ ]	[ ]
4. Phenol, 2,4,6-trichloro	[ ]	[ ]	[ ]	[ ]	[ ]
5. Phenol, pentachloro	[ ]	[ ]	[ ]	[ ]	[ ]

**APPENDIX NO. 6**

CHEMICAL COMPOUND		Known Present	Suspected Present	Known Absent	Suspected Absent
6.	Phenol, 2-nitro	[ ]	[ ]	[ ]	[ ]
7.	Phenol, 4-nitro	[ ]	[ ]	[ ]	[ ]
8.	Phenol, 2,4-dinitro	[ ]	[ ]	[ ]	[ ]
9.	Phenol, 2,4-dimethyl	[ ]	[ ]	[ ]	[ ]
10.	m-Cresol, p-chloro	[ ]	[ ]	[ ]	[ ]
11.	o-Cresol, 4,6-dinito	[ ]	[ ]	[ ]	[ ]
<b>III. MONOCYCLIC AROMATICS (EXCLUDING PHENOLS, CRESOLS &amp; PHTHALATES)</b>					
1.	Benzene	[ ]	[ ]	[ ]	[ ]
2.	Benzene, chloro	[ ]	[ ]	[ ]	[ ]
3.	Benzene, 1,2-dichloro	[ ]	[ ]	[ ]	[ ]
4.	Benzene, 1,3-dichloro	[ ]	[ ]	[ ]	[ ]
5.	Benzene, 1,4-dichloro	[ ]	[ ]	[ ]	[ ]
6.	Benzene, 1,2,4-trichloro	[ ]	[ ]	[ ]	[ ]
7.	Benzene, hexachloro	[ ]	[ ]	[ ]	[ ]
8.	Benzene, ethyl	[ ]	[ ]	[ ]	[ ]
9.	Benzene, nitro	[ ]	[ ]	[ ]	[ ]
10.	Toluene	[ ]	[ ]	[ ]	[ ]
11.	Toluene, 2,4-dinitro	[ ]	[ ]	[ ]	[ ]
12.	Toluene, 2,6-dinitro	[ ]	[ ]	[ ]	[ ]
<b>IV. PCBS AND RELATED COMPOUNDS</b>					
1.	PCB-1016	[ ]	[ ]	[ ]	[ ]
2.	PCB-1221	[ ]	[ ]	[ ]	[ ]
3.	PCB-1232	[ ]	[ ]	[ ]	[ ]
4.	PCB-1242	[ ]	[ ]	[ ]	[ ]
5.	PCB-1248	[ ]	[ ]	[ ]	[ ]
6.	PCB-1254	[ ]	[ ]	[ ]	[ ]
7.	PCB-1260	[ ]	[ ]	[ ]	[ ]
8.	2-Chloronaphtalene	[ ]	[ ]	[ ]	[ ]
<b>V. ETHERS</b>					
1.	Ether, bis (Chloromethyl)	[ ]	[ ]	[ ]	[ ]
2.	Ether, bis (2-chloroethyl)	[ ]	[ ]	[ ]	[ ]
3.	Ether, bis (2-chlorosoprophyl)	[ ]	[ ]	[ ]	[ ]
4.	Ether, 2-chloroethyl vinyl	[ ]	[ ]	[ ]	[ ]
5.	Ether, 4-bromophenyl phenyl	[ ]	[ ]	[ ]	[ ]
6.	Ether, 4-chlorophenyl phenyl	[ ]	[ ]	[ ]	[ ]
7.	Bis (2-chloroethoxyl) methane	[ ]	[ ]	[ ]	[ ]
<b>VI. Nitrosamines and Other Nitrogen-containing Compounds</b>					
1.	Nitrosamine, dimethyl	[ ]	[ ]	[ ]	[ ]
2.	Nitrosamine, diphenyl	[ ]	[ ]	[ ]	[ ]
3.	Nitrosamine, Di-n-propyl	[ ]	[ ]	[ ]	[ ]
4.	Benzidine	[ ]	[ ]	[ ]	[ ]
5.	Benzidine, 3,3'-dichloro	[ ]	[ ]	[ ]	[ ]
6.	Hydrazine, 1,2-diphenyl	[ ]	[ ]	[ ]	[ ]
7.	Acrylonitrile	[ ]	[ ]	[ ]	[ ]



## APPENDIX NO. 6

VII. HALOGENATED ALIPHATICS				
1. Methane, bromo-	[ ]	[ ]	[ ]	[ ]
2. Methane, chloro-	[ ]	[ ]	[ ]	[ ]
3. Methane, dichloro	[ ]	[ ]	[ ]	[ ]
4. Methane, chlorodibromo	[ ]	[ ]	[ ]	[ ]
5. Methane, dichlorobromo	[ ]	[ ]	[ ]	[ ]
6. Methane, tribromo	[ ]	[ ]	[ ]	[ ]
7. Methane, trichloro	[ ]	[ ]	[ ]	[ ]
8. Methane, tetrachloro	[ ]	[ ]	[ ]	[ ]
9. Methane, trichlorofluoro	[ ]	[ ]	[ ]	[ ]
10. Methane, dichlorodifluoro	[ ]	[ ]	[ ]	[ ]
11. Ethane, 1,1 -dichloro	[ ]	[ ]	[ ]	[ ]
12. Ethane, 1,2-dichloro	[ ]	[ ]	[ ]	[ ]
13. Ethane,1,1,1-trichloro	[ ]	[ ]	[ ]	[ ]
14. Ethane,1,1,2-trichloro	[ ]	[ ]	[ ]	[ ]
15. Ethane, 1,1,2,1-tetrachloro	[ ]	[ ]	[ ]	[ ]
16. Ethane, hexachloro	[ ]	[ ]	[ ]	[ ]
17. Ethene, chloro	[ ]	[ ]	[ ]	[ ]
18. Ethene, 1,1-dichloro	[ ]	[ ]	[ ]	[ ]
19. Ethene, Trans-dichloro	[ ]	[ ]	[ ]	[ ]
20. Ethene, trichloro	[ ]	[ ]	[ ]	[ ]
21. Ethene, tetrachloro	[ ]	[ ]	[ ]	[ ]
22. Propane, 1 ,2-dichloro	[ ]	[ ]	[ ]	[ ]
23. Propene, 1,2-dichloro	[ ]	[ ]	[ ]	[ ]
24. Butadiene, hexachloro	[ ]	[ ]	[ ]	[ ]
25. Cyclopentadiene, hexachloro	[ ]	[ ]	[ ]	[ ]
VIII. PHTHALATE ESTERS				
1. Phthalate, di-c-methyl	[ ]	[ ]	[ ]	[ ]
2. Phthalate, di-n-ethyl	[ ]	[ ]	[ ]	[ ]
3. Phthalate, di-n-butyl	[ ]	[ ]	[ ]	[ ]
4. Phthalate, di-n-octyl	[ ]	[ ]	[ ]	[ ]
5. Phthalate, Bis (2-ethylhexyl)	[ ]	[ ]	[ ]	[ ]
6. Phthalate, Butyl benzyl	[ ]	[ ]	[ ]	[ ]
IX. POLYCYCLIC AROMATIC HYDROCARBONS				
1. Acenaphthene	[ ]	[ ]	[ ]	[ ]
2. Acenaphthylene	[ ]	[ ]	[ ]	[ ]
3. Benzo, (a) anthracene	[ ]	[ ]	[ ]	[ ]
4. Benzo,(b) fluoranthene	[ ]	[ ]	[ ]	[ ]
5. Benzo (k) fluoranthene	[ ]	[ ]	[ ]	[ ]
6. Benzo (ghi) perylene	[ ]	[ ]	[ ]	[ ]
7. Benzo (a) pyrene	[ ]	[ ]	[ ]	[ ]
8. Chrysene	[ ]	[ ]	[ ]	[ ]
9. Dibenzo (a,n) anthracene	[ ]	[ ]	[ ]	[ ]
10. Fluoranthene	[ ]	[ ]	[ ]	[ ]
11. Fluorene	[ ]	[ ]	[ ]	[ ]
12. Indeno (1,2,3-cd) pyrene	[ ]	[ ]	[ ]	[ ]
13. Naphthalene	[ ]	[ ]	[ ]	[ ]
14. Phenanthrene	[ ]	[ ]	[ ]	[ ]
15. Pyrene	[ ]	[ ]	[ ]	[ ]

## APPENDIX NO. 6

### Pretreatment Sludges Solvents/Thinners Other Hazardous Wastes (specify)

X.	PESTICIDES				
1.	Acrolein	[ ]	[ ]	[ ]	[ ]
2.	Aldrin	[ ]	[ ]	[ ]	[ ]
3.	BHC (Alpha)	[ ]	[ ]	[ ]	[ ]
4.	BHC (Beta)	[ ]	[ ]	[ ]	[ ]
5.	BHC (Gamma) or Lindane	[ ]	[ ]	[ ]	[ ]
6.	BHC (Delta)	[ ]	[ ]	[ ]	[ ]
7.	Chlordane	[ ]	[ ]	[ ]	[ ]
8.	DDD	[ ]	[ ]	[ ]	[ ]
9.	DDE	[ ]	[ ]	[ ]	[ ]
10.	DDT	[ ]	[ ]	[ ]	[ ]
11.	Dieldrin	[ ]	[ ]	[ ]	[ ]
12.	Endosulfan ( Alpha)	[ ]	[ ]	[ ]	[ ]
13.	Endosulfan (Beta)	[ ]	[ ]	[ ]	[ ]
14.	Endosulfan Sulfate	[ ]	[ ]	[ ]	[ ]
15.	Endrin	[ ]	[ ]	[ ]	[ ]
16.	Endrin aldehyde	[ ]	[ ]	[ ]	[ ]
17.	Heptachlor	[ ]	[ ]	[ ]	[ ]
18.	Heptachlor expoxide	[ ]	[ ]	[ ]	[ ]
19.	Isophorone	[ ]	[ ]	[ ]	[ ]
20.	TCDD (or Dioxin)	[ ]	[ ]	[ ]	[ ]
21.	Toxaphene	[ ]	[ ]	[ ]	[ ]

C.5. If you are unable to identify the chemical constituents of products you use that are discharged in your wastewater, attach copies of the materials safety data sheets for such products.

### SECTION D - OTHER WASTES

D.1. Are any liquid wastes or sludges from this firm disposed of by means other than discharge to the sewer system?

[ ] yes [ ] no

If "no," skip remainder of Section D.

If "yes," complete items 2 and 3.

D.2. These wastes may best be described as:

	Estimated Gallons or Pounds/Year
Acids and Alkalies _____	_____
Heavy Metal Sludges _____	_____
Inks/Dyes _____	_____
Oil and/or Grease _____	_____
Organic Compounds _____	_____
Paints _____	_____
Pesticides _____	_____
Plating Wastes _____	_____
Pretreatment Sludges _____	_____
Solvents/Thinners _____	_____

**APPENDIX NO. 6**

Other Hazardous Wastes (specify) \_\_\_\_\_

\_\_\_\_\_

Other Wastes (Specify) \_\_\_\_\_

\_\_\_\_\_

D.3. For the above checked wastes, does your company practice:

- ☐ on-site storage                      ☐ off-site storage  
☐ on-site disposal                      ☐ off-site disposal

Briefly describe the method(s) of storage or disposal checked above.

\_\_\_\_\_  
\_\_\_\_\_

**SECTION E - WASTESTREAM CHARACTERISTICS**

E. 1. Number of discharges from regulated processes (those with an existing or proposed categorical limit) to sanitary sewer system and their locations.

E.2. Provide a schematic drawing showing the regulated process wastestreams, unregulated wastestreams domestic wastewater flows, cooling water, boiler blow down, etc.

E.3. Wastewater Characteristics

a. Daily Flow: Average Daily Flow (GPD) \_\_\_\_\_

Average Maximum Daily Flow (GPD) \_\_\_\_\_

b. Identify the discharge from each regulated process and check type of discharge.

Process	Continuous	Intermittent	Batch	Flow (GPD)
---------	------------	--------------	-------	------------

_____				
_____				
_____				

c. Waste characteristic at point of discharge:

BOD _____	mg/L	pH _____
COD _____	mg/L	NH <sub>3</sub> -N _____
TSS _____	mg/L	TKN _____



**APPENDIX NO. 6**

Priority Pollutants shown in Section C.4.

Pollutants	Concentration (mg/L)
_____	_____
_____	_____
_____	_____

Flow at time sample collected \_\_\_\_\_ MGD

d. Priority Pollutants at each regulated process:

Process #	Pollutants	Concentration (mg/L)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

E.4. Does the wastewater discharged:

- a} Create a fire or explosion hazard?
- b} Have pH lower than 5.0?
- c} Contain a substance that can obstruct the flow in the collection system?

**Boothbay Harbor Sewer District****Guidelines for Development  
REU GUIDELINES**

**NOTE:** *Guidelines for Determining Residential Equivalency Flows are divided by 270 GPD to assign REU's (based on Table 501.2 of 10-144 CMR 241, August 1, 2009 as amended)*

<b>TYPE OF ESTABLISHMENT</b>	<b>GALLONS PER DAY</b>
Residential*, Condominium, Mobile Home and Apartments: 3 Bedroom 2 Bedroom or less Each additional bedroom	1 REU (each unit) 270 GPD 180 GPD 90 GPD
Duplexes	2 REU's/duplex
Bars Each Employee Each Seat (excluding restaurant)	15 10
Camps Resort (luxury) Per Travel Trailer Site	300 120
Churches Per Seat Per Student in School	4 10
Factories Each Employee (no showers) Each Employee (with showers) Each Employee (with kitchen facilities/showers)	25 35 40
Food Service Operations (per seat)	40
Hotels - Per Bedroom (no restaurant)	100
Laundries - Self Service (per machine)	400
Motels - Per Unit (no restaurant)	100
Nursing Homes Per Bed (no laundry) Per Bed (with laundry)	100 150
Offices - Per 100 sq. ft.	8
Schools Day Care, Kindergarten, Elementary, Middle - Per Person High School - Per Person	7 10
Shopping Centers per parking space (no restaurant) and employee (s)	1 plus 15

\*Without detached living quarters.

**APPENDIX NO. 7**  
**REU GUIDELINES (Cont'd)**

The above standards are approved by the Board of Trustees and are based upon flow contributions evaluated in the Maine Subsurface Waste Water Disposal Rules (the Rules) Title 22 MRSA § 42, as amended. Each REU = 270 gallons per day. Additional categories are also defined in the Rules. Future updates of the Rules may result in revisions to these standards.

Flow contributions calculated by these guidelines may be re-evaluated after 12 months or full operation. Water usage capacity may be reevaluated based on maximum three month average over previous 12 months. However, additional detailed information relating to levels of business activity will be required (Occupancy rate, meals served, hours of operation, number of customers, etc.)

Those categories not covered by these guidelines will utilize BBHSD Unit Flow Contributory Guidelines (to follow). If a category is not covered by either, or there is a conflict, then the District Superintendent will assign flows based upon best judgment.

Facilities not falling within the above listed categories may submit actual flow information, which may be accepted by the District Trustees for comparative purposes.

Existing facilities that did not pay impact fees were grandfathered in and assigned capacity in 1990 based on twelve months of historical consumption data.

1. Where new ownership of such on existing facility occurs, credit or existing assigned capacity will be granted.
2. When improvement or expansion of such facilities are planned, the policy will be as follows:

The annual average consumption will be used as a basis to calculate the increased demand. Impact fees will be assessed on the difference between the REU assignment made in 1990 and the anticipated demand after completion of the improvements or expansion.



## APPENDIX NO. 8

### **Boothbay Harbor Sewer District Guidelines for Unit Contributory Loadings to Wastewater Treatment Facilities**

The following are guidelines on the minimum design loadings for wastewater treatment facilities. These guidelines will be used by the District in determining the average daily flow (ADF) to be used on the Application for Permit to Construct a Wastewater Treatment or Collection System (Item VI).

<b>Type of Establishment</b>	<b>(Hydraulic Loading) Gallons Per Day (ADF)</b>	<b>(Organic Loading) Lbs. BOD<sub>5</sub> Per Day</b>
<b>Airport:</b>		
(Per Employee)	10	0.06
(Per Passenger)	5	0.02
<b>Apartments, Condominiums, Patio Homes:</b>		
3 Bedroom, 4 Persons Each (Per Person)	100	0.17
2 Bedroom, 3 Persons Each (Per Person)	100	0.17
1 Bedroom, 2 Persons Each (Per Person)	100	0.17
With Garbage Disposal Units (Per Apartment)	100	0.23
<b>Assembly Halls:</b>		
(Per Seat)	5	0.02
<b>Barber Shop:</b>		
(Per Employee)	10	0.06
(Per Chair)	100	0.17
<b>Bars, Taverns:</b>		
(Per Employee)	10	0.06
(Per Seat, Excluding Restaurant)	40	0.01
<b>Beauty Shop:</b>		
(Per Employee)	10	0.06
(Per Chair)	125	0.20
<b>Boarding House, Dormitory:</b>		
(Per Resident)	50	0.10
<b>Bowling Alley:</b>		
(Per Employee)	10	0.06
(Per Lane, No Restaurant, Bar, Lounge)	125	0.20
<b>Camps:</b>		
Resort, Luxury (Per Person)	100	0.17
Summer (Per Person)	50	0.12
Day (With Central Bathhouse) (Per Person)	35	0.10
Travel Trailer (Per Site)	175	0.28
<b>Car Wash:</b>		
(Per Car Washed)	75	0.03
<b>Churches:</b>		
(Per Seat)	3	0.02

**APPENDIX NO. 8**

<b>Type of Establishment</b>	<b>(Hydraulic Loading) Gallons Per Day (ADF)</b>	<b>(Organic Loading) Lbs. BOD<sub>5</sub> Per Day</b>
<b>Clinics, Doctor's Office:</b>		
(Per Employee)	15	0.03
(Per Patient)	5	0.02
<b>Commercial Developments:</b>		
See Projected Type(s) of Establishments		
<b>Country Club, Fitness Center, Spa:</b>		
(Per Member)	50	0.10
<b>Dentist Office:</b>		
(Per Employee)	15	0.03
(Per Chair)	450	0.8
<b>Factories, Industries:</b>		
(Per Employee)	25	0.06
(Per Employee, With Showers)	35	0.08
(Per Employee, With Kitchen)	40	0.10
(Per Employee, With Showers, Kitchen)	45	0.12
<b>Fairgrounds:</b>		
Average Attendance (Per Person)	5	0.03
<b>Grocery Stores:</b>		
(Per 1,000 sq. Ft. space, No Restaurant)	200	0.40
<b>Hospitals:</b>		
(Per Resident Staff)	100	0.17
(Per Bed)	200	0.30
<b>Hotels:</b>		
(Per Bedroom, No Restaurant)	100	0.17
<b>Institutions:</b>		
(Per Resident)	100	0.17
<b>Laundries (Self-Service):</b>		
(Per Machine)	400	0.68
<b>Marinas:</b>		
(Per Slip)	30	0.09
<b>Mobile Homes:</b>		
3 Persons Each (Per Person)	100	0.17
<b>Motels:</b>		
(Per Unit, No Restaurant)	100	0.17
<b>Nursing Homes:</b>		
(Per Bed)	100	0.17
(Per Bed, With Laundry)	150	0.20
<b>Offices, Small Stores, Business, Administration Buildings:</b>		
(Per Person, No Restaurant)	25	0.05

## APPENDIX NO. 8

Type of Establishment	(Hydraulic Loading) Gallons Per Day (AD F)	(Organic Loading) Lbs. BOD <sub>5</sub> Per Day
<b>Picnic Parks:</b>		
Average Attendance (Per Person)	10	0.06
<b>Prison/Jail:</b>		
(Per Employee)	15	0.3
(Per Inmate)	125	0.3
<b>Residences:</b>		
4 Persons Each (Per Person)	100	0.17
With Garbage Disposal Units (Per Residence)	100	0.23
<b>Rest Area, Welcome Centers:</b>		
(Per Person)	5	0.03
(Per Person, With Showers)	10	0.04
<b>Rest Homes:</b>		
(Per Bed)	100	0.17
(Per Bed, With Laundry)	150	0.20
<b>Restaurants:</b>		
Fast Food Type (Not 24 Hours) (Per Seat)	40	0.12
24 Hour Restaurant (Per Seat)	70	0.20
Drive-In (Per Car Served)	40	0.12
Vending Machine, Walk-Up Deli (Per Person)	40	0.12
<b>Schools, Day Care:</b>		
(Per Person)	10	0.04
(Per Person, With Cafeteria)	15	0.05
(Per Person, With Cafeteria, Gym and Showers)	20	0.06
<b>Service Stations:</b>		
(Per Employee)	10	0.06
(Per Car Served)	10	0.06
Car Wash (Per Car Washed)	75	0.03
<b>Shopping Centers, Large Department Stores, Malls:</b>		
(Per 1,000 sq. ft. space, No Restaurant)	200	0.40
<b>Stadiums, Coliseums:</b>		
(Per Seat, No Restaurant)	5	0.03
<b>Swimming Pools:</b>		
(Per Person, with Sanitary Facilities & Showers)	10	0.04
<b>Theaters:</b>		
Indoor (Per Seat)	5	0.03
Drive-In (Per Stall)	5	0.03

The above guidelines may either be increased or decreased as determined by the District. For all new systems, the above guidelines (at a minimum) must be used except where other acceptable means are available the requirements on the use of water saving devices, then the District may allow the use of 75% of these loadings.

However, a reduction in these loadings may be granted provided that:

1. Consideration to other unit contributory loadings may be granted when properly substantiated by the Consulting Engineer in their engineer report for a new wastewater treatment facility.



## APPENDIX NO. 8

2. For existing systems that were designed using these guidelines, a reduction may be granted to the wastewater treatment facility when supported with proper documentation. Ideally, the proper documentation should be continuously monitored flow at the wastewater treatment facility for several years, including dry and wet years as determined by rainfall data, when the wastewater treatment facility is at or near actual design capacity. Wastewater treatment facility with a design capacity of 100,000 gpd or less should be at 75% design capacity (actual flow); Whereas, a wastewater treatment facility larger than 100,000 gpd should be at 50% design capacity (actual flow). Obviously, ideal conditions do not exist all the time. Therefore, subjective decisions have to be made on what is adequate flow data to justify a lowering of these loadings. Some of the factors that go into the decision are the types of flow measurement, (i.e. actual water use records from specific projects are not acceptable), frequency of the flow measurement, accuracy of the data, time period covered, actual flow at the wastewater treatment facility compared to the design capacity of the wastewater treatment facility, percent build-out of the project(s) and/or regional sanitary sewer system(s) discharging to the wastewater treatment facility, age of the collection system discharging to the wastewater treatment facility in question, and not a particular project unit contributory loading, if approved, would be made to the wastewater treatment facility in question, and not a particular project or development discharging to the wastewater treatment facility. If approved, the reduction in the unit contributory loadings would be approved for all future projects discharging to the wastewater treatment facility.

Further, the owner of the wastewater treatment facility must make the request for a reduction in the unit contributory loading, by submitting the previously stated information. The decision to reduce these loadings will be made by the District on a case-by-case basis.

**BOOTHBAY HARBOR SEWER DISTRICT  
ROAD OPENING (ENCROACHMENT)  
AGREEMENT**

**I. PARTIES**

This contract (hereinafter referred to as this "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the Boothbay Harbor Sewer District (hereinafter referred to as the "District") and \_\_\_\_\_ (hereinafter referred to as "Owner/Contractor"). In consideration of the mutual promises contained herein, Contractor agrees to perform the work described in Section II below.

**II. SCOPE OF WORK**

Contractor has approached the District regarding a road opening project (the "Project") for which the Maine Department of Transportation ("DOT") requires the District to obtain a Highway Opening Permit. This Agreement sets forth the rights and duties between the District and Contractor with respect to the Project.

**III. UTILITIES**

All work performed shall be in conformance with the requirements of the appropriate utilities and the District. Contractor shall verify the locations of existing utilities with the appropriate utility companies prior to the start of construction. Conflicts must be field adjusted. Contractor shall coordinate work with the respective utility companies in a timely fashion.

**IV. SUBSURFACE CONDITIONS, INCLUDING UTILITIES**

The District makes no guaranties, representations or warranties either express or implied, with respect to subsurface conditions or utility locations. It is the obligation of Contractor to ascertain subsurface site conditions and utility locations from its own investigations prior to submitting a proposal. Contractor agrees, in executing this Agreement, that it waives any and all claims and causes of action against the District if, in carrying out the work, it finds that the actual conditions encountered do not conform to expected conditions.

**V. BLASTING**

If blasting is required, it must be conducted by a blasting contractor licensed in the State of Maine, who may be Contractor or a subcontractor. The blasting contractor shall procure a policy of liability insurance in the amount of \$1,000,000, which shall insure against any and all personal injury to any person and damage to any property caused by the blasting and shall name the District as a named insured. The blasting contractor shall be required to conduct a pre-blast survey of all buildings and structures within 500 feet of the blast area and submit a copy to the District. The blasting contractor shall be required to notify all owners of such buildings and structures of the date and approximate time of detonation of any blast.



## **APPENDIX NO. 9**

### **VI. PERMITS AND LAWS**

Except for the Maine DOT Highway Opening Permit, Contractor shall obtain all necessary permits and shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations.

### **VII. SAFETY AND SITE CONDITIONS**

Contractor shall maintain the Project in a clean and orderly manner and shall maintain compliance with all federal, state and local safety regulations at all times.

### **VIII. DATE OF WORK COMMENCEMENT AND SUBSTANTIAL COMPLETION**

Contractor will commence work on or before \_\_\_\_\_, with substantial completion by \_\_\_\_\_.

### **IX. WARRANTY**

Contractor warrants to the District that all materials and equipment furnished by Contractor and any subcontractors under this Agreement will be new to the extent applicable, and that all work will be of good quality, free of improper workmanship and free of defective materials. Contractor shall also warranty all Contractor and subcontractor work and materials for a period of one year following substantial completion of the Project.

The Contractor will establish an escrow account in a local financial institution in the District's name. The escrow account shall be in the name of the District until the proper regulating authority has issued a notification of completion for the subject road opening project. The Contractor shall complete the Escrow Agreement attached hereto as Section XVI.

### **X. TERMINATION**

The District may terminate this Agreement for cause after giving the other party written notice and an opportunity to cure.

### **XI. DISPUTE RESOLUTION**

Any controversy or claim arising out of or related to this Agreement that cannot be resolved between the parties shall be submitted to the Superior Court for Lincoln County.

### **XII. SUBCONTRACTORS**

Contractor shall be fully responsible to the District for the acts and omissions of Contractor's subcontractors and of persons both directly or indirectly employed by subcontractors, and shall hold subcontractors to the same terms and conditions as Contractor is held under this Agreement. Contractor shall inform subcontractors that the District will notify subcontractors that they may not make claims or file liens against the Project.



**APPENDIX NO. 9**

**XIII. INSURANCE**

Contractor shall purchase and maintain Workers' Compensation Insurance, General Public Liability, and Property Damage Insurance, including vehicle coverage, all with limits and terms satisfactory to the District. The District shall be named as an additional insured on the liability policy.

**XIV. INDEMNIFICATION**

Contractor will indemnify and hold harmless the District and its agents and employees in their public and individual capacities from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work. Specifically, this section shall apply to all the District's obligations to Maine DOT as described in Exhibit A attached hereto.

**XV. ENTIRE AGREEMENT**

This Agreement represents and contains the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement are not a part of this Agreement.

Date: \_\_\_\_\_

**BOOTHBAY HARBOR SEWER DISTRICT**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**[OWNER/CONTRACTOR]**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**APPENDIX NO. 9**

**XVI. ROAD OPENING PERMIT ESCROW AGREEMENT**

WHEREAS, \_\_\_\_\_ (hereinafter "Permittee"), has made application for a Road Opening Permit; and

WHEREAS, the \_\_\_\_\_ intends to issue Road Opening Permit # \_\_\_\_\_ to the Boothbay Harbor Sewer District on the Permittees behalf, and

WHEREAS, an escrow account # \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ has been made with \_\_\_\_\_ (hereinafter the "Financial Institution") by \_\_\_\_\_ in the name of the Boothbay Harbor Sewer District

NOW THEREFORE, it is understood and agreed:

- I. That the Financial Institution shall hold in trust said deposit in the amount specified above until notified of completion of work by \_\_\_\_\_, (Regulating Authority).
- II. Upon satisfactory completion of work, and in accordance with the terms and conditions stipulated for the above referenced Road Opening Permit, the \_\_\_\_\_ (Regulating Authority) shall notify the Financial Institution, in writing, to specify the final amounts to be released to the \_\_\_\_\_ (Regulating Authority) and to the Permittee. Any excess monies in the form of principal and/or interest remaining in said account, over and above the amounts specified, shall be released to the Permittee.

This AGREEMENT made an executed on this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_\_\_\_ by the undersigned.

<u>Permittee</u>	<u>Financial Institution</u>	<u>Regulating Authority</u>
<u>Permittee Contact Information</u>	<u>Financial Institution Contact Information</u>	
_____ <i>Permittee Name</i>	_____ <i>Institution Name</i>	
_____ <i>Permittee Representative</i>	_____ <i>Institution Representative</i>	
_____ <i>Mailing Address</i>	_____ <i>Mailing Address</i>	
_____ <i>City, State, Zip Code</i>	_____ <i>City, State, Zip Code</i>	
_____ <i>Telephone</i>	_____ <i>Telephone</i>	

**Boothbay Harbor Sewer District  
Residential Guidelines**

**A. WASTEWATER SERVICE CONNECTION PROCEDURES**

The following procedures are required by District to properly connect to the gravity wastewater system:

1. After District permits have been received, fees have been paid, and your permit has been approved, contact your licensed plumber or Contractor to perform the work. Residents may perform their own work as long as it meets the criteria set forth in these procedures. Be sure to contact DigSafe (1-877-Dig-Safe) prior to and construction.
2. Existing septic tanks shall be secured in accordance with Town of Boothbay Harbor recommendations. The existing septic tank should be bypassed and pumped out, and then properly removed or filled in with sand.
3. Once your wastewater line has been installed, call the District at 633-4663 to set up an inspection. Inspections need to be scheduled at least twenty-four (24) hours in advance. Be sure to leave the entire line uncovered until the inspection has been performed and passed.
4. If the connection does not meet District Guidelines, the inspector will inform you of the required changes. A re-inspection charge will need to be paid if a second inspection is required.

**B. WASTEWATER INSTALLATIONS AND INSPECTIONS**

1. The following specifications are to be strictly adhered to.
2. Authorized or approved methods of four (4") inch and six (6") inch wastewater connections are as follows:
  - a. Bell and Spigot Joint, glued fittings, and mechanical joints.
  - b. Rubber couplings with stainless steel straps (Fernco Coupling) for dissimilar pipe materials only (pipe replacement, not new installations).
  - c. All pipe joints shall be free of all stresses.

Authorized or approved materials for four (4") inch or six (6") inch wastewater service lines are as follows:

- a. PVC schedule 40 pipe.
  - b. Ductile Iron Pipe (soil type).
  - c. SDR 35 PVC Pipe
3. As-Built location of the stub-out will be furnished by the District.



APPENDIX NO. 10

4. All excavation is the responsibility of the homeowner, builder, or plumber.
5. Any damage to the wastewater line stub-out during excavation is the responsibility of the homeowner or builder.
6. Surface water encountered during excavation shall not be allowed to flow into wastewater lines.
7. A forty-eight (48") inch minimum cover is required. However, if forty-eight (48") inch minimum cover is not possible, insulation shall be required.
8. Wastewater service lines shall be installed on solid ditch bottom and properly bedded to required grade.
9. Wastewater service lines shall be backfilled with  $\frac{3}{4}$ " crushed stone or sand to a depth in excess of one (1) above the crown of the service pipe.
10. Wastewater lines are to be laid on a minimum slope of  $\frac{1}{4}$ " per foot for 4 inch pipe and  $\frac{1}{8}$ " per foot for 6 inch pipe and in a straight line between fittings.
11. A cleanout (4" or 6") pipe shall be installed at the property line to finished ground level. Cleanouts are required at any direction change in excess of 22.5 degrees and within four (4) feet of the house foundation. The maximum distance between cleanouts is eighty (80') feet. A cleanout is required at the property line/street boundary.
12. All joints shall be glued and/or sealed water tight to prevent infiltration.
13. Water lines are not permitted in the same ditch as the wastewater service lines. 10 feet of horizontal separation is required unless a waiver is obtained from the Boothbay Region Water System.
14. Inspection cannot be performed until all applicable permits have been approved, fees have been paid to the District, and a request for an inspection has been received.
15. Twenty-four (24) hours notice to inspect lines is required, and the entire service line must be visible for inspection.

## **WASTEWATER SERVICE LOCATION POLICY**

### **PURPOSE**

To establish a cost effective time saving policy for locating wastewater services by District personnel.

### **PROCEDURE**

Plumbers or builders to complete a Request Form for the site location. The District will locate the service connection on the "As-Built" and return the signed request form with photocopy of "As-Built" within twenty-four (24) hours of receipt of request and all associated fees have been submitted.

Plumbers or builders locating the connection should dig close to the edge of pavement and + ten (10') feet from the location shown on the "As-Built."

Plumbers or builders should contact the District Superintendent at the Sewer District Office if they cannot locate the service connection after completing the above. An inspector from the District will then visit the job site and determine if a true effort was made to locate the Service Connection.

---

# **BY-LAWS**

## **OF THE**

## **BOOTHBAY HARBOR SEWER DISTRICT**

---

WHEREAS the Board of Trustees (hereinafter referred to as the Board) of the Boothbay Harbor Sewer District, Boothbay Harbor, Maine (hereinafter referred to as the District) is empowered, pursuant to the District Charter, to place into effect and to revise whenever it is deemed necessary or may be required rules regulating meetings, officers duties, terms of office, a schedule of rates, customer charges, and fees for the connection and use of its wastewater system; and

WHEREAS the Board has determined, from time to time, that it is necessary to adopt regulations and policies affecting customer charges, rates, and fees; and the Board has determined that it would be helpful to the District staff and to its current and future customers to combine regulations and policies affecting customer charges, rates, and fees as part of these By-Laws which may be amended from time to time, as necessary.

NOW THEREFORE, BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE BOOTHBAY HARBOR SEWER DISTRICT, BOOTHBAY HARBOR, MAINE AS FOLLOWS:

### **Article I - Meetings**

- 1.0 The annual meeting of the Trustees of the Boothbay Harbor Sewer District shall be held on the first Wednesday of January, in each year at 6:00 p.m., at the Office of the District.
- 2.0 Regular meetings of the Board of Trustees shall be held the first and third Wednesday of each month, at 6:00 p.m., or at such time and place as the Chairman, with consent of the majority of the Board, may designate. Such meeting shall be duly advertised seven (7) days prior to the said meeting date.
- 3.0 Special meetings of the Board of Trustees may be held at any time. They shall be called by the Clerk of the District, at the request of the Chairman or at written request of two (2) members of the Board of Trustees, by written notice given in hand to each Trustee, or addressed to each Trustee and posted with postage prepaid in the Boothbay Harbor Post Office, not less than forty-eight (48) hours before the time appointed for the meeting.



- 4.0 A special meeting of said Board of Trustees may be held at any time, without previous notice, and at any place within the Boothbay Harbor Sewer District, when and where all three (3) Trustees are present and unanimously consent to hold such meeting.

### **Article II - Quorum**

- 1.0 At any meeting of the Board of Trustees, two (2) Trustees shall constitute a quorum the transaction of business: and all matters requiring the action of the Board of Trustees shall be determined by the vote of a majority of the Trustees present.

### **Article III - Elections**

- 1.0 At each annual meeting the following officers of the District shall be chosen by ballot from the members of the Board: Chairman, Clerk, and Treasurer.
- 2.0 If for any reason all of the aforesaid officers should not be elected at the annual meeting, any such officer not so elected may be elected at any subsequent regular meeting.
- 3.0 All said officers elected by the Board of Trustees shall serve until the next annual meeting or until their successors are elected and qualified, unless otherwise provided by the By-Laws.
- 4.0 At any regular or special meeting of said Board of Trustees, a Superintendent and other officers, not above specified, and employees may be chosen or employed to serve for no specified term; but only during the pleasure of said Board. At any regular or special meeting said Board may, at its pleasure, remove or discharge such superintendent or other officers mentioned in this section, or employees. Nothing herein, however, shall prevent the District from employing a superintendent or others for a definite term by written contract.

### **Article IV - Vacancies**

- 1.0 Any vacancy occurring in any office mentioned in Article III, Section 1.0, may be filled for the remainder of the unexpired term by ballot of the Trustees at any regular meeting of said Board of Trustees.

### **Article V – Chairman**

- 1.0 The Chairman, when present, shall preside at the meetings of the Board of Trustees, and in his absence, a chairman pro-tempore shall be elected. As Chairman, he shall receive such compensation as the Trustees from time to time may establish.

- 2.0 The Chairman shall have the custody of the Treasurer's Bond.
- 3.0 The Chairman shall, in the absence of the Treasurer, have the authority to sign all checks and make deposits on all funds belong to said District.

### **Article VI – Clerk**

- 1.0 The Clerk shall keep true and accurate records of all meetings of the Board of Trustees and during his term shall have custody of the same.
- 2.0 Under the direction of the Board of Trustees the Clerk shall attend to the correspondence of the Board and shall file for the Board all written communications received, and a copy of all communications sent by him or by said Board. He shall perform such other duties usually pertaining to his office as said Board may require.
- 3.0 In the absence of the Clerk from a meeting of said Board, or from said Town, the Board may elect a Clerk pro-tempore to perform all the duties of the Clerk during the Clerk's absence. The Clerk pro-tempore shall be sworn and the certificate of his oath entered on the records with the fact of the absence of the Clerk.

### **Article VII – Treasurer**

- 1.0 The Treasurer shall receive and have custody of all money, funds, and securities belonging to said Boothbay Harbor Sewer District and deposit the same in the name of said Boothbay Harbor Sewer District, in such bank as the Board of Trustees may designate. He shall keep a true account of all such funds and securities and of all moneys received and paid, and make a written statement of the same at the annual and such regular meeting of the Board of Trustees.
- 2.0 No money shall be paid from the treasury unless authorized from a prepared warrant and by a majority vote of the Trustees at a regular or special meeting of the Board.
- 3.0 The Treasurer shall furnish security to the satisfaction of the Board of Trustees for the faithful performance of his duties and shall receive such compensation as said Board of Trustees shall determine.
- 4.0 Upon the expiration of his term of office, or in the event of his death, resignation, or removal from office, he or his legal representative shall deliver to his successor in office, all books, records, papers, moneys, and other property of said District.



**Article VIII – Seal**

- 1.0 The seal of the District shall be a circular disc upon which shall be inscribed the words “Boothbay Harbor Sewer District, Inc. 1961, Boothbay Harbor, Maine.

**Article IX – Customer Charges, Rates, and Fees for Use**

- 1.0 The Board will not allow the transfer of wastewater service at an address to a new customer if there are any delinquent time payments or special assessments due for that address.
- 2.0 The Board will not allow any past or current customer to establish an account for wastewater service at a new address if the customer has delinquent wastewater charges or special assessments due for any current or former address.
- 3.0 When a property which abuts the public way in which public sewer is located and does not connect to the District’s wastewater system in accordance with Section 2.0 of the Rules and Regulations of the District, the Board will impose a quarterly special assessment called “Ready-to Serve” All assessments must be paid in order to avoid lien procedures.
- 4.0 When, in the opinion of the Board, gravity wastewater service is not reasonably accessible to a property that ordinarily would be required to connect to the District’s wastewater system in accordance with Section 2.0 of the Rules and Regulations of the District, the Board may waive the requirement that the property connect to the wastewater system. Because the existence of the wastewater system benefits properties affected by this provision, each property will be billed a quarterly wastewater charge based on the normal minimum billing amount. Impact fees and applicable connection charges will not be due until the property is connected to the wastewater system and will be assessed at the rate in effect at the time of connection.
- 5.0 All delinquent balances for wastewater charges and for special assessments will be charged late charges and interest at the rate of 1.5% per month as determined by the Board.
- 6.0 For those projects where the Board allows property owners to pay wastewater impact fees, connection fees, etc. as a Special Assessment on a quarterly basis rather than in advance, the following regulations shall apply in addition to the other regulations contained in these By-Laws.
  - a. The property owner must sign a recordable Utility Fee Security Agreement in form satisfactory to the Board.
  - b. If there are no delinquent special assessment payments due, the Board will allow subsequent owners of the property to assume the obligations created



- by the Utility Fee Security Agreement but will not subordinate the Utility Fee Security Agreement to any mortgage or other obligation created by any property owner.
- c. Where wastewater service is provided to a property, 50% of the Special Assessment must be paid at the time of connection with the remaining balance included on a separate quarterly bill for a period of five years and must be paid in order to avoid lien proceedings.
  - d. When the resident at an address is someone other than the property owner, the Board will require that the property owner be the customer and will send the quarterly bill for wastewater charges and for the Special Assessment to the property owner.
  - e. A vacant lot will not be liable for any fees, charges, or assessments until a permit to construct a habitable structure is requested on the property; at which time all water and wastewater impact fees, connection charges, tap fees, and administrative charges must be paid in full.
- 7.0 If a lot, parcel of land, or building discharging wastewater or other liquids into the District's wastewater system, either directly or indirectly, is not a user of water supplied by the Boothbay Region Water District and the water used thereon or therein is not measured by a water meter, the amount of water used may be otherwise measured or estimated by the Board, or the owner or other interested party, at his expense, may install and maintain a meter acceptable to the Board for said purpose. Residential wastewater customers who are not customers of the Boothbay Region Water District's water system and do not have a water or wastewater metering device acceptable to the Board will be charged a flat wastewater fee equal to the average residential customer cost per month for the use of the wastewater system. This charge will be calculated annually and will be determined by the average quarterly residential customer's water meter consumption for the thirty-six (36) month period preceding the fee calculation.
- 8.0 If total nominal water consumption for the maximum quarter of any 12 month period for a property connected to the District's wastewater system reflects usage of the water and/or wastewater systems that is 27,600 gallons or more greater than the allowable flow for the number of REUs for which impact fees have been paid or which were assigned to the property, the Board will charge additional wastewater impact fees. When additional impact fees are charged, a proportionate share of the total amount to be charged will be billed to the customer quarterly for a period not to exceed sixty (60) months.
- 9.0 Additional impact fees will be assessed for any construction or change in the use of a property that increases the use of the wastewater systems beyond that previously approved by the Board or beyond that for which impact fees have already been paid. The amount of the additional impact fees will be based on the impact fees in effect at the time of such construction or change in use and must be paid to the District prior to such construction or change in use.

**APPENDIX NO. 12**

*Boothbay Harbor Sewer District*

---

- 10.0 If a customer fails or refuses to pay additional impact fees assessed by the District, lien proceedings shall commence.
- 11.0 The payment of excessive use charges does not relieve a customer from liability for additional impact fees that may be assessed by the Board.
- 12.0 A quarterly wastewater Basic Facilities Charge must be paid for each REU applicable to a property regardless of the amount of water used during any quarter.
- 13.0 If a non-residential property uses less water than allowed by the number of REUs that were assigned to the property or for which impact fees were paid, the property owner may apply to the Commission for a reduction in the REU's applicable to the property in order to reduce the quarterly wastewater Basic Facilities Charge that must be paid for each REU applicable to the property. Except as provided in No. 14, if REUs are reduced for a property, there will be no refund of previously paid impact fees and usage of the wastewater system may not be increased thereafter without the payment of additional impact fees.
- 14.0 Unless the District has made an extraordinary investment to serve the property, a non-residential property owner who has paid impact fees to the District may request a partial refund of the actual fees paid if, after the first full year of operation, use of the wastewater system remains below the level estimated for the assessment of impact fees. The right to request a refund will expire on the third anniversary of the payment of the impact fees sought to be refunded.
- 15.0 REUs are not a transferable asset and are paid for and assigned to a specific piece of property. The Board will not allow the transfer of REUs (impact fees) between locations within its service area.
- 16.0 If a customer has a credit due on one account but owes wastewater charges, impact fees, etc. on any other account, the Board may apply the credit due as an offset against the amount owed on any other account held by that customer.
- 17.0 Basic Facilities Charges will accrue for all buildings which are or have been connected to the wastewater system but which are not using the system. These charges plus interest must be paid before the Board will reestablish the account or will allow the transfer of the wastewater service to a new customer.
- 18.0 Basic Facilities Charges will accrue for all properties where buildings, which were connected to the wastewater system, are demolished. If the demolished building is replaced by new construction, REUs established for the demolished building will be credited to the impact fees required for the new construction provided that all accrued Basic Facilities Charges plus interest are paid prior to the beginning of construction. If the customer chooses not to pay the accrued



Basic Facilities Charges plus interest, full impact fees will be due for the new construction.

- 19.0 When the District's wastewater system is available to a specific site planned for development and only a wastewater service lateral are required to connect the planned service to the District's wastewater system, wastewater impact fees must be paid prior to or at the time of issuance of a building permit by the Town(s) of Boothbay or Boothbay Harbor.
- 20.0 All deposits currently held by the District, or to be held in the future, will accrue simple interest at the current market rate.
- 21.0 A customer will be required to make all payments to the District in cash or by certified check, when, within 365 days immediately preceding the payment, the customer has given the District three checks which were returned to the District as uncollectible for any reason.
- 22.0 A customer shall not be allowed to enter a payment deferment plan with the District, if the customer participated in two or more payment deferments within the immediately preceding 365 days. A customer shall not have more than one active deferment.

### **ARTICLE X – Miscellaneous**

- 1.0 All or parts of the Rules and Regulations of the Boothbay Harbor Sewer District, Boothbay Harbor, Maine, are hereby repealed to the extent of such conflict.
- 2.0 A finding by any court or other jurisdiction that any part or provision of these By-Laws is invalid shall not affect the validity of any other part or provision of these By-Laws that can be implemented without the invalid parts or provisions.

### **Article XI – Amendments**

- 1.0 These By-Laws may be amended at any regular or special meeting by unanimous vote of the three (3) Trustees with a minimum of seven (7) days previous notice, or at any regular meeting by a majority vote, provided at least seven (7) days written notice of the proposed amendment was given at the last previous regular meeting.



APPENDIX NO. 12

*Boothbay Harbor Sewer District*

---

DONE, AMENDED AND RATIFIED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BOOTHBAY HARBOR SEWER DISTRICT  
BOARD OF TRUSTEES

\_\_\_\_\_  
Alden Jordan, Chairman

ATTEST:

\_\_\_\_\_  
David Gaecklein, Treasurer

WITNESS:

\_\_\_\_\_  
Christopher Higgins, Superintendent

02 DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION

360 BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS

Chapter 90: STANDARDS OF PRACTICE

---

SUMMARY: This Chapter sets forth the standards of practice for licensees; Part 1 establishes professional standards and Part 2 establishes technical standards.

---

Note: Certain defined terms appear in italics. See the definitions in Chapter 10 of these rules.

## PART 1. PROFESSIONAL STANDARDS

### §1. THE LICENSEE'S RESPONSIBILITY TO SOCIETY

A licensee shall:

1. Inform the licensee's employer, client or such other authority as may be appropriate when the licensee's professional judgment is overruled in judicial proceedings.
2. Prepare reports and testimony and make statements that are truthful and based upon independent professional judgment.
3. Express professional opinions only when founded upon a thorough knowledge of the facts and a careful evaluation of the subject;
4. Issue no criticisms or arguments on technical matters that are inspired or paid for by interested parties, unless the licensee explicitly identifies the interested parties on whose behalf the licensee is speaking, and reveals any interest such parties have in the matters.
5. Prohibit use of the licensee's own or firm names by, and business associations with, any person or firm which the licensee knows or should know is engaging in fraudulent or dishonest business or professional practices.

§2. THE LICENSEE'S OBLIGATIONS TO EMPLOYERS AND CLIENTS

1. A licensee shall undertake assignments only when qualified by education or experience in the specific technical fields of surveying involved.
2. A licensee shall not sign or seal any plans or documents dealing with subject matter in which the licensee lacks competence, or any plan or document not prepared under the licensee's direct control and personal supervision. A licensee may, however, sign and seal one or more aspects of an overall project, provided that the aspect for which the licensee assumes responsibility is clearly stated on the plan or document.
3. A licensee shall not reveal information which has been designated as confidential by the client or employer without the prior informed written consent of the client or employer, except as authorized or required by law.
4. A licensee shall make full written disclosures to the licensee's employer or client of potential conflicts of interest or other circumstances which could influence or appear to influence the licensee's judgment or the quality of the licensee's service. Disclosure shall be promptly made once the licensee learns or by the exercise of reasonable diligence should have learned of the conflict of interest or other circumstances.
5. A licensee shall not accept compensation, financial or otherwise, simultaneously from more than one party for the same services, unless the circumstances are fully disclosed in writing to all interested parties.
6. A licensee serving as a member, advisor, or employee of a governmental body shall not participate in decisions by the governmental body with respect to professional services offered or provided by the licensee or any person or firm associated with the licensee to the governmental body.

PART 2. TECHNICAL STANDARDS.

§1. APPLICABILITY

The standards established by this chapter shall apply to services by a licensee when that licensee is setting monuments or making marks in the field intending to depict the location of title or easement boundaries; or when the licensee's work product is used as a basis for description that may be recorded, or could be used to identify boundaries or to locate improvements with respect to boundaries.



§2. EXCEPTION

The licensee and client may agree, in writing, to except any of the technical standards established by Part 2 of this chapter, other than the written confirmation required by Part 2, section 3 below. The nature and extent of any such exceptions must be noted on the face of the plan or other work product.

§3. WRITTEN CONFIRMATION

1. Timing

Before beginning any professional services the licensee shall affirm in a written confirmation to the client that all services will be performed in accordance with the standards established by this chapter, unless excepted in accordance with Part 2, section 2 above. Any exceptions from the technical standards made in accordance with Part 2, section 2 above must be noted in the written confirmation.

2. Content

The written confirmation must set forth with reasonable certainty the scope of the licensee's duty, fee or fee basis, and time periods to complete the agreed upon services.

3. Delivery

The licensee shall provide a copy of the written confirmation, signed by the licensee or the licensee's authorized representative, to the client before commencing the professional services.

4. Modifications

Any modifications of the written confirmation shall be in writing and must comply with subsections 1, 2 and 3 herein.

§4. RESEARCH

1. Public Records. The licensee shall search the public records in sufficient scope and depth such that the ordinarily prudent licensee would be expected to identify, at a minimum, the following:

A. Conflicting boundary locations affecting the property.

B. Gaps or overlaps between the property boundaries and the boundaries of adjoining properties.

- C. Scrivener's errors.
  - D. The location of the boundaries of the property.
  - E. Easements or restrictions burdening or benefiting the property.
2. Private Records. The licensee shall identify, locate, and review private records that are made known to the licensee and would be useful in:
- A. Locating the boundaries of the property.
  - B. Disclosing a conflict regarding the boundaries of the property.
  - C. Locating easements or restrictions on the property.

§5. MONUMENTS

1. Placement

The licensee shall ensure that sufficient monuments are present upon completion of the surveying services so that the location of the boundaries are apparent and obvious or may be reasonably recovered or found by the client.

2. Recovery, Longevity, Detection and Identification

The licensee shall ensure that any monument set by the licensee, is located in such a manner and is of sufficient size, composition, and material that:

- A. The likelihood of disturbance is minimal.
- B. The life expectancy of the monument, under normal circumstances, will exceed 25 years.
- C. The monument is capable of being detected with standard devices commonly in use by licensees; and,
- D. The licensee who set the monument can be identified with certainty by inspection of the monument in the field.

§6. REPORTING

1. General Duty

The licensee shall provide to the client a written report or plan that is consistent with the written confirmation and can be supported by facts, evidence, and information that are consistent with professional practice and are ordinarily relied upon by licensees.

2. Boundary Report Duty

When the services involve identification and location of boundaries, the written report or plan shall include, at a minimum:

- A. Relevant records and possession boundaries and possible locations of ownership boundaries.
- B. Encumbrances that are visible or identified by records research as described in Part 2, section 4 above.
- C. Any other matter a licensee should reasonably expect to be relevant to a client's current needs or is necessary given the circumstances of the situation at the time of the survey and is within the scope of professional practice.

3. Completeness

The licensee shall ensure that the plan or written report or both would permit another licensee, without additional research, to:

- A. Accurately retrace each boundary in the field.
- B. Recognize each monument cited and whether it was set by the licensee or not.
- C. Know the names of the property owners and of the adjoining property owners and their source of title or basis for their claim at the time of the survey (if reasonably ascertainable).
- D. Identify the location of the property with certainty.
- E. Know the meaning of all symbols or abbreviations used.
- F. Identify the name of the licensee who took responsible charge of the services rendered.



- G. Contact the licensee or firm that performed the services (if still in existence).
  - H. Identify the reference basis for all directions.
  - I. Identify the relative relationships between the length of graphic lines (if used) to lines similarly situated in the field, even if the document has been reduced or enlarged at a later time.
  - J. Expect the information shown in the document to be in a form or basis that complies with professional practice at the time of the survey.
  - K. Expect the precision of the measurements reported to have a reasonable correlation to the precision and procedures used to obtain the measurements.
  - L. Determine what exceptions have been taken in accordance with Part 2, section 2 above.
4. Archival Information

The licensee shall retain or take reasonable steps to ensure access to archival information of the professional services in such a form that another licensee (provided that access by such licensee is appropriate), with typical equipment and technology, would be able to view the documents and information; identify the relevant facts, evidence, and information; and recreate the analysis and comprehend the results reached.

## §7. EQUIPMENT

### 1. Maintenance, Checking and Calibration

The licensee shall maintain, check and calibrate equipment to ensure that the equipment is giving results compatible with its intended use and achieving the precision that is required, or is reasonably expected by the client.

### 2. Retracement of Another's Work

When retracing an earlier survey, a licensee shall consider the capabilities of the equipment used to obtain original measurements insofar as that information is known or should be reasonably known to the licensee and may affect the re-establishment of any corner or boundary.

## APPENDIX NO. 13

### 3. Monumenting

When monumenting or marking boundaries, the licensee shall use equipment that will give reliable precision.

## §8. FIELD TECHNIQUES

### 1. Investigation

The licensee shall investigate the site using customary care and procedures to discover and identify the boundary evidence at the site and incorporate that evidence into the boundary location analysis.

### 2. Measurements

The licensee shall perform all measurements required for boundary determination with sufficient redundancy so that blunders will be detected.

---

STATUTORY AUTHORITY: 32 MRSA §13903(2)

EFFECTIVE DATE:

April 1, 2001 (Chapters 1-6 repealed)

**APPENDIX NO. 14**

**Boothbay Harbor Sewer District  
As-Built Check List for Wastewater Collection Systems**

**Project:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Engineer:** \_\_\_\_\_ **Owner:** \_\_\_\_\_

Description	Date Reviewed	Reviewed By:
1. Lot Number		
2. Block Designation		
3. Road Name		
4. Manhole(s) Numbered		
5. Invert and Top Elevations		
6. Manhole Stations		
7. Wye Stations		
8. Depth at Service Terminations		
9. Station at Service Terminations		
10. Service Distance		
11. Line Distance – Total		
12. Percent of Grade Checked		
13. Contractor's Name , Date Completed		
14. "Record Drawings" or "As-Built"		
15. Registered Professional Engineer		
16. Registered Surveyor's Certification		



BOOTHBAY HARBOR SEWER DISTRICT

CONTRACTOR'S AFFIDAVIT AND FINAL WAIVER OF LIEN

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

TO THE BOOTHBAY HARBOR SEWER DISTRICT:

WHEREAS, \_\_\_\_\_ the  
undersigned \_\_\_\_\_ have been employed by \_\_\_\_\_  
\_\_\_\_\_ to furnish labor and/or materials for the Project known as  
\_\_\_\_\_

NOW THEREFORE, THAT WE CERTIFY, that all persons who have performed labor or rendered services, all subcontractors, and all person, firms or corporations, including materialmen and third persons and their sources of supply, furnishing work, labor, services, supplies, material or any other items to the company, used in connection with \_\_\_\_\_ have been paid in full for same.

I FURTHER CERTIFY that all Social Security, Unemployment Insurance and other insurances and all Federal, State and Local Taxes or Fees have been paid in full to date, and that a proper Reserve has been set up for their future payment.

I FURTHER CERTIFY that all claims or sums due for any reason on account of the above mentioned work have been paid or satisfied.

I FURTHER CERTIFY that all foregoing work has been properly completed in accordance with the plans and specifications governing said work, and in accordance with all authorities having jurisdiction over said work.

I FURTHER RELEASE THE BOOTHBAY HARBOR SEWER DISTRICT, its officers, agents, and employees, and the owner(s) from any and all claims arising under or by virtue of said contract or any modification of change thereof. I further waive and release any and all lien rights which I have for the foregoing work.

IN WITNESS WHEREOF, I have hereto affixed my signature this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Company)

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

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Seal)

Notary Public for the State of Maine

My Commission Expires: \_\_\_\_\_

**CONTRACTOR GUARANTY**

WHEREAS, the Boothbay Harbor Sewer District (hereinafter called the District), as ultimate owner and operator of the \_\_\_\_\_ wastewater utility systems, located at \_\_\_\_\_ (street address, Map and Lot) requires tangible assurance as to the quality of materials and workmanship used on the aforementioned project; and

WHEREAS, \_\_\_\_\_, as the duly licensed and responsible contractor having constructed and/or supervised the construction of the aforementioned project, desires to assure the District that the quality of materials and workmanship meet published standards governing the construction of such utilities work.

THEREFORE, it is hereby agreed that neither final payment by the developer, nor any provision in the contract with the developer, nor partial or entire use of the constructed utility improvements by the District or the public shall constitute an acceptance of work not performed in accordance with approved plans or relieve the contractor of liability or responsibility for faulty materials or workmanship. It is further agreed that the contractor shall promptly remedy any defect in the work, with the exception of damages construed as acts of God, at his own expense, and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of the Service Acceptance.

---

IN WITNESS WHEREOF, this instrument of GENERAL GUARANTY is hereby executed.

Attest:

\_\_\_\_\_  
(Authorized Signature of Contractor)

For:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Address)

SWORN to before me this

day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Seal)

Notary Public for State of Maine

My Commission Expires: \_\_\_\_\_, 20\_\_

## APPENDIX NO. 17

## BOOTHBAY HARBOR SEWER DISTRICT

### Project Completion Questionnaire – Wastewater Collection System

Project Name: \_\_\_\_\_

Type of Project: ☐ Commercial ☐ Residential

BBHSD Permit: # \_\_\_\_\_ Engineer: \_\_\_\_\_

Contractor: \_\_\_\_\_ Number of Lots Served: \_\_\_\_\_

Number of Services Available: \_\_\_\_\_

**COLLECTION LINE:**

Size:                      Cost: \$                      Type:                      Length:                      ft.

Size: \_\_\_\_\_ Cost: \$ \_\_\_\_\_ Type: \_\_\_\_\_ Length: \_\_\_\_\_ ft

### SERVICE LATERALS:

Size: \_\_\_\_\_ Cost: \$ \_\_\_\_\_ Type: \_\_\_\_\_ Length: \_\_\_\_\_ ft

Size: \_\_\_\_\_ Cost: \$ \_\_\_\_\_ Type: \_\_\_\_\_ Length: \_\_\_\_\_ ft

## MANHOLES:

Standard      Cost \$      Type:      # Installed:     

Drop                      Cost \$                      Type:                      # Installed:

**PUMP STATION (If Applicable):**

Pump Size: \_\_\_\_\_ Cost: \$ \_\_\_\_\_ # Installed: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Model #: \_\_\_\_\_ Serial #: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Model #: \_\_\_\_\_ Serial #: \_\_\_\_\_

Air Valve(s) Cost: \$                      Type:                      # Installed:

Electrical Costs: \$                      Wet Well Costs: \$                      Land Costs: \$

**FORCEMAIN:**

Diameter: \_\_\_\_\_ Cost: \$ \_\_\_\_\_ Type: \_\_\_\_\_ Length (ft): \_\_\_\_\_

Is there industrial waste from this project? Yes No

Is there hazardous waste from this project? \_\_\_\_\_ Yes \_\_\_\_\_ No

Total Construction Cost of the Wastewater Collection System: \$ \_\_\_\_\_  
(Do not include the cost of the pump station)

Total Construction cost of the Pump Station: \$

Total Engineering Costs of the Wastewater System: \$

Engineer of Record's Signature



**BOOTHBAY HARBOR SEWER DISTRICT  
CONDITIONAL PERMIT TO CONSTRUCT**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Project: \_\_\_\_\_

You are hereby notified to commence WORK in accordance with the BBHSD Standard Wastewater Contract dated \_\_\_\_\_, 20\_\_\_\_. As required by the Contract, all work must be done in accordance with the BBHSD Rules and Regulations as well as the BBHSD Wastewater Construction Specifications.

**Boothbay Harbor Sewer District**

By \_\_\_\_\_

Title: **Chairman, Board of Trustees**

**ACCEPTANCE OF CONDITIONAL PERMIT TO CONSTRUCT**

Receipt of the above CONDITIONAL PERMIT TO CONSTRUCT is hereby acknowledged by

\_\_\_\_\_ this the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

**Boothbay Harbor Sewer District  
Permit Policy Permitting Procedures**

Applications for permit to connect to District facilities are reviewed and administered as:

- A. permit to connect to existing sanitary sewers; or
- B. permit to extend existing sanitary sewers.

A. Sanitary Sewer Connections to Existing System.

1. A permit to connect to existing District sewers is issued in response to the filing with the District of a written application.
2. The application will include a written construction plan of the manner by which the connection to District facilities will be accomplished.
3. A permit will be issued only for connection to a completed sewer that is owned by the District.
4. Application for permit to connect to an existing District sewer is subject to assessment of an entrance charge and a participation recovery charge.

B. Sanitary Sewer Extensions of Existing System.

1. A permit to extend existing District sewers is issued in response to the filing with the District of a written application.
2. The application will include a written construction plan of the manner by which the extension will be accomplished.
3. A permit will be issued only for connection to a completed sewer that is owned by the District.
4. Application for permit to extend is subject to assessment of an entrance charge and a participation recovery charge.
5. A permit to extend will be issued only to the applicant proposing to extend, and only for the applicant's use (i.e. the permit is not transferable).
6. A permit to extend will not be issued for an extension that is currently the subject of an earlier and still-active application.

# RESIDENTIAL

## PERMITTING PROCEDURES FOR DEVELOPMENT

### PHASE I - Permitting

**STEP 1:** Submit letter of intent to develop (*with \$50 fee*). (+/- 10 days)

1. Properties Located within the Towns of Boothbay and Boothbay Harbor: BBHSD will normally provide a written response to the letter of intent within ten (10) working days of receipt of the Developer's letter of intent. At that time, BBHSD will brief the Developer on the availability of, and the requirements for, service.
2. Properties Located outside of the Towns of Boothbay and/or Boothbay Harbor: BBHSD will provide a written response to the letter of intent following the process outlined below:
  - (a) Letters of Intent are reviewed by the BBHSD Board of Trustees at their normal monthly Board Meeting. Properties that are contiguous to the District, the Developer will be required to comply with the requirements of the District's Sewer Use Rules and Regulations before receiving wastewater services.
  - (b) For properties which are not contiguous to the District, the letter of intent request will be reviewed by the Trustees for approval;
  - (c) Following the Commissioner's review, staff will issue its written response to the letter of intent.

**STEP 2:** (a) **Submit** preliminary plans.

*Preliminary plans include:*

- (1) layout of lot lines.
- (2) routing of utility system.
- (3) points of tie-in to BBHSD system.
- (4) location of easements.

(b) BBHSD will comment on plans and quote fees. \_\_\_\_\_ (+/-30 days)

(c) Submit Proof of Coordination Letter from the Respective Town Planning Boards.

**STEP 3:** (a) Fees paid to BBHSD.

***Fees include:***

- (1) treatment component of the wastewater impact fees — 1 REU per lot.
- (2) miscellaneous tap fees if applicable.
- (3) project administration fee — 1.5% of utility construction cost.

(b) Executed wastewater contracts returned to BBHSD. (+/- 2 days)

(c) BBHSD will issue Conditional Permit to Construct.



# RESIDENTIAL

## PERMITTING PROCEDURES FOR DEVELOPMENT

(continued)

**STEP 4:** (a) Developer's engineer submits Delegated Review Program (DRP) package to BBHSD.

**Fee of \$75 for a wastewater permit -- make check payable to the Boothbay Harbor Sewer District (BBHSD.)**

(b) BBHSD submits DRP package to respective Town Planning Board.

(c) BBHSD issues permit to construct. (usually +/- 7 days).

## PHASE II - Construction

**STEP 5:** (a) Developer's Engineer schedules a Preconstruction meeting with BBHSD.

(b) Contractor constructs utility systems. (Estimated time for completion varies.)

## PHASE III - Approval

**STEP 6:** (a) After systems pass all tests, developer's engineer submits As-Built drawings, preliminary subdivision plat and easement plats (if applicable) to BBHSD for review.

(b) Developer's Engineer submits written request to BBHSD's Project Inspector, requesting a final inspection.

**STEP 7:** (a) BBHSD conducts walk-through final inspection and issues a punch list if necessary. (+/- 5 days)

(b) Developer's Engineer submits written notice verifying that all punch list items have been corrected, and requests a follow up inspection be scheduled.

(c) BBHSD's Project Inspector issues written statement to developer's engineer that all punch list items have been corrected.

**STEP 8:** Developer's engineer submits closeout paperwork and executed legal documents, and/or recording receipts for the Registry of Deeds Office. (Estimated time for completion varies.)

### **Closeout fees submitted to BBHSD include:**

- (1) Balance of wastewater and water impact fees.
- (2) 10% maintenance bond refunded after 12 months (re-inspection held after 11 months).
- (3) \$5,000 emergency generator fee if applicable.

**STEP 9:** BBHSD issues O&M letter. (+/- 2 days)

**STEP 10:** (a) Developer's engineer submits copy of final approved subdivision plat to BBHSD.

(b) Developer or Developer's legal counsel forwards original recorded legal documents to BBHSD.

**STEP 11:** Respective Town Planning Board will issue building permits (+/-14 days).

# COMMERCIAL

## PERMITTING PROCEDURES FOR DEVELOPMENT

### PHASE I - Permitting

**STEP 1:** Submit letter of intent to develop (*with \$50 fee*). \_\_\_\_\_ (+/- 10 days)

1. Properties Located within the Boothbay Harbor Sewer District: BBHSD will normally provide a written response to the letter of intent within ten (10) working days of receipt of the Developer's letter of intent. At that time, BBHSD will brief the Developer on the availability of, and the requirements for, service.

2. Properties Located outside of the District: BBHSD will provide a written response to the letter of intent following the process outlined below:

- (a) Letters of Intent are reviewed by the Trustees at their normal monthly Board meeting;
- (b) For properties that are contiguous to the District, the Developer will be required to comply with the requirements of the District's Rules and Regulations before receiving wastewater services.
- (c) For properties which are not contiguous to the District, the letter of intent request will be reviewed by the Trustees for approval;
- (d) Following the Trustee's review, the Board will issue its written response to the letter of intent.

**STEP 2: (a)** Submit preliminary plans.

***Preliminary plans include:***

- (1) building floor plans
- (2) site plans indicating points of connection and meter size
- (3) historical usage if available
- (4) complete industrial use questionnaire if requested
- (b) \_\_\_\_\_ BBHSD will comment on plans and quote fees. \_\_\_\_\_ (+/-30 days)
- (c) Submit Proof of Coordination Letter from other utilities.

**STEP 3: (a)** Fees paid before construction permit issued by BBHSD.

- (1) treatment component of the wastewater impact fees — 1 REU per lot.
- (2) wastewater impact fees (per REU based on hydraulic loading).
- (3) project administration fee — \$25/REU-or- 1.5% of utility construction cost -or- \$200 minimum.
  - (a) Executed wastewater contracts returned to BBHSD.
  - (b) Fees paid before service can be provided once system is approved operation:
    - (1) miscellaneous tap fees if applicable.
    - (2) sewer maintenance fee.
    - (3) new account fee.

# COMMERCIAL

## PERMITTING PROCEDURES FOR DEVELOPMENT

(continued)

- (c) If occupying existing facilities, may purchase meter and open account. **No further action required.**
- (d) If new utility line construction is required, BBHSD will issue permit to construct. (+/- 2 days)

**Proceed to Step 4.**

**STEP 4:** (a) If required, developer's engineer submits Delegated Review Program (DRP) package to BBHSD.

**Fee of \$75 for a wastewater permit -- make check payable to the Boothbay Harbor Sewer District (BBHSD.)**

- (b) BBHSD submits DRP package to Town Planning Board.
- (c) BBHSD issues permit to construct. (usually +/- 7 days)

## PHASE II - Construction

**STEP 5:** Developer/Contractor constructs utility systems. (Estimated time for completion varies.)

## PHASE III - Approval

**STEP 6:** After systems pass all tests, developer's engineer submits As-Built drawings to BBHSD.

**STEP 7:** BBHSD conducts walk-through final inspection. (+/- 5 days)

**STEP 8:** Developer's engineer submits closeout paperwork and executed legal documents. (varies)

**Closeout fees submitted to BBHSD include:**

- (1) 10% maintenance bond refunded after 12 months (re-inspection held after 11 months).
- (2) \$5,000 emergency generator fee if applicable.
- (3) \$5,000 telemetry fee for pump station, if applicable.

**STEP 9:** BBHSD issues O&M letter to respective Town Planning Board. (14 days)

**STEP 10:** BBHSD issues permit to operate. \_\_\_\_\_ (5 days)



# INDUSTRIAL

## PERMITTING PROCEDURES FOR DEVELOPMENT

### PHASE I - Permitting

**STEP 1:** Submit letter of intent to develop (*with \$50 fee*). \_\_\_\_\_ (+/- 10 days)

1. Properties Located within the Towns of Boothbay or Boothbay Harbor: BBHSD will normally provide a written response to the letter of intent within ten (10) working days of receipt of the Developer's letter of intent. At that time, BBHSD will brief the Developer on the availability of, and the requirements for, service.
2. Properties Located outside of the Towns of Boothbay or Boothbay Harbor: BBHSD will provide a written response to the letter of intent following the process outlined below:
  - (a) Letters of Intent are reviewed by the Board of Trustees at their normal Board meeting;
  - (b) For properties that are contiguous to the Town, the Developer will be required to comply with the requirements of the District's Rules and Regulations before receiving wastewater services.
  - (c) For properties which are not contiguous to the Town, the letter of intent request will be reviewed by the Trustees for approval;
  - (d) Following the Trustee's review, District staff will issue its written response to the letter of intent.

**STEP 2:** (a) Submit preliminary plans.

***Preliminary plans include:***

- (1) building floor plans
  - (2) site plans indicating points of connection
  - (3) historical usage if available
  - (4) complete industrial use questionnaire if requested
- (b) BBHSD will comment on plans and quote fees. \_\_\_\_\_ (+/-30 days)
- (c) Submit Proof of Coordination Letter from Fire Department

**STEP 3:** (a) Fees paid before construction permit issued by BBHSD.

- (1) treatment component of the wastewater impact fees — 1 REU per lot.
  - (2) wastewater impact fees (per REU based on hydraulic loading).
  - (3) project administration fee — \$25/REU
    - or- 1.5% of utility construction cost
    - or- \$200 minimum.
- (b) Executed wastewater contracts returned to BBHSD.
- (c) Fees paid before service can be provided once system is approved operation:
- (1) miscellaneous tap fees if applicable.

# INDUSTRIAL

## PERMITTING PROCEDURES FOR DEVELOPMENT

(continued)

- (2) sewer maintenance fee.
- (3) new account fee.
- (d) If occupying existing facilities, may purchase meter and open account. **No further action required.**
- (e) If new utility line construction is required, BBHSD will issue permit to construct. (+/- 2 days)  
**Proceed to Step 5.**

**STEP 5:** (a) If required, **developer's engineer** submits Delegated Review Program (DRP) package to BBHSD.

<b>Fee of \$75 for a wastewater permit -- make check payable to the Boothbay Harbor Sewer District (BBHSD.)</b>
---

- (b) BBHSD submits DRP package to Town Planning Board.
- (c) BBHSD issues permit to construct. (usually +/- 7 days)

### PHASE II - Construction

**STEP 6:** Developer/Contractor constructs utility systems. (Estimated time for completion varies.)

### PHASE III - Approval

**STEP 7:** After systems pass all tests, **developer's engineer** submits As-Built drawings to BBHSD.

**STEP 8:** BBHSD conducts walk-through final inspection. (+/- 5 days)

**STEP 9:** **Developer's engineer** submits closeout paperwork and executed legal documents. (varies)  
**Closeout fees submitted to BBHSD include:**

- (1) 10% maintenance bond refunded after 1 year (re-inspection held after 11 months).
- (2) \$5,000 emergency generator fee if applicable.
- (3) \$5,000 telemetry fee for pump station, if applicable.

**STEP 10:** BBHSD issues O&M letter to Town Planning Board. (2 days)

**STEP 11:** BBHSD issues permit to operate. \_\_\_\_\_ (5 days)



**APPENDIX NO. 20**

**This document is to be used as an example only. Original redline legal documents can be obtained from the Boothbay Harbor Sewer District. Legal documents that have been retyped will not be accepted.**

STATE OF MAINE  
COUNTY OF LINCOLN

TITLE TO WASTEWATER SYSTEMS AND  
GRANTS OF EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ (**Name of Owner/Developer**) (Grantor) in the State aforesaid, for and in consideration of the sum of FIVE AND NO/100 (\$5.00) DOLLARS to IT in hand paid at and before the sealing of these presents, by the BOARD OF TRUSTEES OF THE BOOTHBAY HARBOR SEWER DISTRICT, BOOTHBAY HARBOR, MAINE, also known as the DISTRICT (Grantee) in the State aforesaid, (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the said BOARD OF TRUSTEES OF THE BOOTHBAY HARBOR SEWER DISTRICT, BOOTHBAY HARBOR, MAINE, also known as the DISTRICT, its successors and assigns forever, the following described property to wit:

The Wastewater System and all property used for wastewater transportation and treatment serving **(Name of Project, Subdivision or Development exactly as it will appear on the final As-Build or Record Drawings, if the project is developed in phases a new contract must be executed for each phase)**, Lincoln County, State of Maine, as is more particularly shown and depicted on the plans and specifications for said wastewater system prepared by **(Name of Engineering Firm)** bearing the date of

**(Date of plans and specifications)**, which plans and specifications are made a part of this description by this reference, including but not limited to all wastewater collection lines, interceptor wastewater lines, outfall wastewater lines, gravity lines and mains; manholes and connecting lines; valves, ties and adaptors; pumps, pumping stations and connecting lines; pump stations and connecting lines; all accessories and appurtenant fixtures to service lines and wastewater service equipment; all permanent and transmissible easements for constructing and maintaining wastewater lines; easements, leases, permits, contract rights, and/or rights-of-way for wastewater service lines, connections and equipment located in or connecting **(Name of Project, Subdivision or Development exactly as it will appear on the final As-Build or Record Drawings, if the project is developed in phases a new contract must be executed for each phase)**, Lincoln County, State of Maine; all treatment facilities, apparatus, property, equipment and wastewater maintenance supplies and all other property, equipment, rights and privileges as are part of said wastewater system, excluding service lines extending from the lot lines to any improvements located on developed lots or extending within the lot lines of developed lots.

Said Wastewater Systems and Grants of Easement being located in, over and upon portions of the premises heretofore conveyed to **(Current Property Owner)** by deed from **(Name of who current Property Owner acquired property from, as it appears on the deed)** dated **(Date property acquired)**, and recorded in the Registry of Deeds Office for Lincoln County on **(Date recorded in RODs Office)**, in Book **(Book number deed recorded in)**, Page **(Page number deeded recorded in)**.

Grantee's Mailing Address: 27 Sea Street, Boothbay Harbor, ME, 04538-1879

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

The within conveyance is subject to the agreement of the parties hereto that the Grantee assumes no responsibility for extending water and wastewater lines beyond those shown on the aforesaid maps or plans; nor is the Grantee required at its cost to extend service lines to any undeveloped lots in the **(Name of Project, Subdivision or Development exactly as it will appear on the final As-Build or Record Drawings, if the project is developed in phases a new contract must be executed for each phase)**. Further, the Grantor agrees not to make any representation, verbal or written, that the Grantee at its cost will extend said water and wastewater lines, and/or its main lines, beyond those which are existing at the time of this written conveyance.



**APPENDIX NO. 20**

The parties agree that the Grantor may landscape, maintain private driveways or private parking areas, and utilize the lands above described subject to the easements granted by the Grantor to the District for any other lawful purpose; provided that the top of the wastewater lines are more than sixty (60") inches under the surface of the ground, that the use of said land by the Grantor shall not, in the opinion of the Grantee, interfere or conflict in any manner with the use of said land by the Grantee for the purposes hereinabove mentioned, and that no use of said land shall be made by the Grantor that would, in the opinion of the Grantee, injure, endanger or render inaccessible the wastewater system. No building or structure shall be erected by the Grantor or anyone else on any right-of-way herein granted or so close thereto as to impose any load or stress thereon. The Grantor covenants and agrees that, if any building or other structure should be placed adjacent to any wastewater lines or facilities, no claim for damages or compensation shall be made by the Grantor, his, its or their heirs, successors and assigns, on account of or by reason of any damage that might occur to such building or structure, or the contents thereof, by reason of the construction, operation, maintenance, repair or improvement of said wastewater utility facilities or their appurtenances, or by reason of any accident or mishap that might occur therein or thereto.

The Grantor further covenants and agrees that if Grantor elects to make any improvements within or on any easement herein granted, either by way of landscaping, construction of entrance or exit driveways, parking areas or otherwise and subsequent repairs, maintenance, relocations, substitutions, additions, or improvements by the District to its utilities located in, or to be located in, the within granted easement are necessary, the Grantor and its successors shall be responsible and pay for the cost of any and all restoration and replacement of landscaping, driveways, and parking area which may be disturbed by the District and further agrees to hold harmless, excuse, and release the from any and all responsibility to restore, replace, or pay damages for any such landscaping, driveways, or paved areas which may be disturbed by the District in the exercise of its rights hereunder.

The Grantor grants to the Grantee the following permanent easements:

1. a permanent easement of vehicle and/or foot ingress and egress through, over and across such of the roads and avenues in the (Name of Project, Subdivision or Development exactly as it will appear on the final As-Build or Record Drawings (surveyed easement description attached as part hereof), if the project is developed in phases a new contract must be executed for each phase), as may be necessary for the operations, construction, maintenance, repair, and/or improvement of said wastewater systems.

2. a permanent easement or right-of-way twenty (20') feet in width extending 10.0 feet from the centerline of the pipe on each side, and extending along the entire length of each wastewater pipe up to and including any appurtenances.

3. a permanent easement right-of-way twenty (20') feet in width extending along the entire length of the wastewater pipes and appurtenances as shown on the aforesaid maps or plans.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said BOARD OF TRUSTEES, BOOTHBAY HARBOR SEWER DISTRICT, BOOTHBAY HARBOR, MAINE also known as the DISTRICT, its successors and assigns forever.

AND it does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said Premises unto the said BOARD OF TRUSTEES, BOOTHBAY HARBOR SEWER DISTRICT, BOOTHBAY HARBOR, MAINE also known as the DISTRICT, its successors and assigns, against it and its successors, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS its Hand and Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

IN THE PRESENCE OF:

(Name of partnership/corporation, etc.)  
(Seal)

(Witness No. 1) \_\_\_\_\_

BY: 2(Signature of Owner/Developer)

**APPENDIX NO. 20**

**(Witness No. 2)** \_\_\_\_\_

ITS: **<sup>3</sup>(Title, ie., president/partner, etc)**

STATE OF MAINE  
COUNTY OF LINCOLN

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **<sup>1</sup>(Name of partnership/corporation, etc.)** by **<sup>2</sup>(Name of owner/developer)** its **<sup>3</sup>(Title)**, sign, seal and as its act and deed, deliver the within written Deed, and that (s)he with the other witness witnessed the execution thereof.

**(Witness No. 1 or No. 2's Signature)**

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**(Notary's Signature)** \_\_\_\_\_ (SEAL)

Notary Public for Maine

My commission expires: \_\_\_\_\_



AFFIDAVIT

COUNTY OF LINCOLN

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

I have read the information before me the undersigned, who being duly sworn, deposes and says:

The property being transferred by \_\_\_\_\_

To the Boothbay Harbor Sewer District on \_\_\_\_\_

Check on of the following: ***The Deed is***

(1) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(2) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(3) \_\_\_\_\_ EXEMPT from the deed recording fee because  
(a) \_\_\_\_\_  
(b) (Explanation if required) \_\_\_\_\_

(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)

Check on the following if either item 3(a) or item 3(b) above has been checked.

(4) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ \_\_\_\_\_.

(5) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \$ \_\_\_\_\_.

(6) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ \_\_\_\_\_.

Check YES N/A or NO N/A to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ \_\_\_\_\_.

The DEED Recording Fee is computed as follows:

- (a) \_\_\_\_\_ the amount listed in item 4 above  
(b) \_\_\_\_\_ the amount listed in item 5 above (no amount place zero)  
(c) \_\_\_\_\_ Subtract Line 6(b) from Line 6(a) and place the result.

As required by State of Maine Law, I state that I am a responsible person who was connected with the transaction: \_\_\_\_\_.

Understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this \_\_\_\_\_  
Day of \_\_\_\_\_ 20\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Grantor, Grantee, or Legal Representative  
connected with this transaction  
\_\_\_\_\_  
Print or Type Name here



**APPENDIX NO. 21**

(Must be submitted on Attorney's Letterhead)

Date: \_\_\_\_\_

Boothbay Harbor Sewer District  
27 Sea Street  
Boothbay Harbor, ME 04538-1879

RE: Letter Opinion  
(***Name of Development***) \_\_\_\_\_

Gentlemen:

We are the attorneys for (***Name of Developer***) and herein certify to the Boothbay Harbor Sewer District (the District) that the land, equipment, facilities, pipes, valves, wastewater lines, pump stations, easements and all other property comprising the wastewater facilities are free from any and all manner of liens and encumbrances at the time of transfer to the District and that the captioned property is being transferred to the District with good and marketable title.

We also certify to the District that the land, equipment, facilities, pipes, valves, easements and all other property comprising the wastewater facilities for (***Name of Development***), are free from any and all manner of liens and encumbrances at the time of transfer to the Commission and that the captioned property is being transferred to the District with good and marketable title.

Finally, we certify that the document entitled Title to Water and Wastewater Systems and Grants of Easement was recorded in the Lincoln County Registry of Deeds on \_\_\_\_\_ (***Date***) at \_\_\_\_\_ (***Time***). Enclosed is the recording receipt, which evidences the recording. The original recorded document will be forwarded to you when it is returned from the Registry of Deeds.

Sincerely,

**(Signature of Developer's Attorney)**

APPENDIX NO. 22

**This document is to be used as an example only. Original redline legal documents can be obtained from BBHSD's BUSINESS OFFICE. Legal documents that have been retyped will not be accepted.**

STATE OF MAINE

TITLE TO REAL ESTATE

COUNTY OF LINCOLN

KNOW ALL MEN BY THESE PRESENTS THAT (Name of Developer) in consideration of the sum of Five and No/100 (\$5.00) Dollars to the grantor in hand paid at and before the sealing of these presents by the grantee the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said BOARD OF TRUSTEES, BOOTHBAY HARBOR SEWER DISTRICT, BOOTHBAY HARBOR, MAINE, the following described property:

***Provide detailed description of property being conveyed to BBHSD attached as Exhibit A***

TOGETHER with all and Singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the grantee hereinabove named, and grantee's successors and assigns forever.

And the grantor does hereby bind the grantor and the grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the grantee hereinabove named, and the grantee's successors and assigns against the grantor and the grantor's successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_. IN THE PRESENCE OF:

(Name of Partnership/Corporation, etc.)

(Witness No. 1)

BY: (Signature of Developer/Owner)

(Witness No. 2)

ITS: (Title, i.e., president/partner, etc.)

STATE OF MAINE

COUNTY OF LINCOLN

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named (Name of Partnership/Corporation, etc.), by (Name of Developer/Owner), its (Title) sign, seal and as its act and deed, deliver the written instrument, and that (s)he with the other witness above subscribed, witnessed the execution thereof.

(Witness No. 1 or No. 2's Signature)

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20

(Notary's Signature) (Seal)

Notary Public for State of Maine

APPENDIX NO. 22

My Commission Expires: \_\_\_\_\_

STATE OF MAINE

AFFIDAVIT

COUNTY OF LINCOLN

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:  
I have read the information before me the undersigned, who being duly sworn, deposes and says:

The property being transferred by \_\_\_\_\_

To the Boothbay Harbor Sewer District on \_\_\_\_\_

Check on of the following: ***The Deed is***

- (1) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (2) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (3) \_\_\_\_\_ EXEMPT from the deed recording fee because(reason)  
(a) ( \_\_\_\_\_ )  
(b)(Explanation if required)  
\_\_\_\_\_

(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)

Check on the following if either item 3(a) or item 3(b) above has been checked.

- (4) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ \_\_\_\_\_.
- (5) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \$ \_\_\_\_\_.
- (6) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ \_\_\_\_\_.

Check YES N/A or NO N/A to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ \_\_\_\_\_.

The DEED Recording Fee is computed as follows:

- (a) \_\_\_\_\_ the amount listed in item 4 above
- (b) \_\_\_\_\_ the amount listed in item 5 above (no amount place zero)
- (c) \_\_\_\_\_ Subtract Line 6(b) from Line 6 (a) and place the result

As required by Maine State Law, I state that I am a responsible person who was connected to this transaction as: \_\_\_\_\_

I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this \_\_\_\_\_

\_\_\_\_\_  
Grantor, Grantee, or Legal Representative



**APPENDIX NO. 22**

Day of \_\_\_\_\_ 20\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

connected with this transaction

\_\_\_\_\_  
Print or Type Name here

DO NOT COPY

APPENDIX NO. 23

STATE OF MAINE

COUNTY OF LINCOLN

)  
)  
)

MODEL HOME AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ (Developer), \_\_\_\_\_ (Builder), and the Board of Trustees for the Boothbay Harbor Sewer District, Boothbay Harbor, Maine, ("the District").

RECITALS

WHEREAS the Developer is developing \_\_\_\_\_ of the \_\_\_\_\_ Development in the Town of \_\_\_\_\_ and is constructing extensions to the District's wastewater system to provide wastewater service to the parcels in \_\_\_\_\_; and

WHEREAS pursuant to the Guidelines for Development ("Guidelines") adopted by the District on June 15, 2005, the District will not accept the wastewater system extensions serving \_\_\_\_\_ ("System Extensions") for operation and maintenance until all of the requirements set forth in the Guidelines are completed; and

WHEREAS the System Extensions have not been accepted by the District for operation and maintenance and wastewater service are not currently available from the System Extensions; and

WHEREAS the Guidelines provide for the construction of model homes prior to acceptance of the System Extensions by the District if the criteria established by the Guidelines are satisfied; and

WHEREAS the Developer has sold Lot \_\_\_\_\_ to the Builder; and

WHEREAS the Builder will build a model home in the \_\_\_\_\_ development; and

WHEREAS the District has reviewed the plans for the house to be constructed by the Builder on Map(s) \_\_\_\_\_, Lot(s) \_\_\_\_\_, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, and is satisfied that the construction is a model unit as that term is used in the Guidelines.

NOW, THEREFORE, it is agreed as follows:

1. The Developer represents and warrants to the District that
  - a. The wastewater line constructed to serve \_\_\_\_\_ has conformed to the Rules and Regulations of the Boothbay Harbor Sewer District and can be opened to the Boothbay Harbor Sewer District's wastewater system.
  - b. The Planning Board of the Town of \_\_\_\_\_ has given approval for the construction of a model unit on Map(s) \_\_\_\_\_, Lot(s) \_\_\_\_\_, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.
2. The Builder certifies and represents to the District that the house to be constructed on Map(s) \_\_\_\_\_, Lot(s) \_\_\_\_\_ is a model home that will be marketed to the general public and is not a custom or contract house for any currently identified person, company, or entity.
3. The Builder certifies and represents to the District that title to and ownership of Map(s) \_\_\_\_\_, Lot(s) \_\_\_\_\_, with the improvements to be constructed thereon, will not be transferred or sold by the Builder and that the model unit to be constructed by the Builder on Map(s) \_\_\_\_\_,

APPENDIX NO. 23

Lot(s) \_\_\_\_\_ will not be leased, occupied, or used for human occupancy, except as a temporary sales office, until the District has accepted the System Extensions for operation and maintenance. The Developer and Builder agree that if the Builder, in the opinion of Board of Trustees, violates the requirements or intent of this paragraph, the District will not agree to the construction of any additional model units by the Builder in the \_\_\_\_\_.

4. To the extent that the Town of \_\_\_\_\_ requires the consent of or any approval by the District prior to issuing a building permit for construction on Map(s) \_\_\_\_\_, Lot(s) \_\_\_\_\_, pursuant to the terms of the Conditional Plat known as \_\_\_\_\_ approved by the Town on \_\_\_\_\_, the District hereby consents or approves based on strict compliance by the Developer and Builder with the terms and intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

DEVELOPER:

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

Its: \_\_\_\_\_

BUILDER:

\_\_\_\_\_  
\_\_\_\_\_

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

Its: \_\_\_\_\_

THE BOARD OF TRUSTEES  
BOOTHBAY HARBOR SEWER DISTRICT,  
BOOTHBAY HARBOR, MAINE

\_\_\_\_\_  
\_\_\_\_\_

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

Its: CHAIRMAN



PERMIT NUMBER: \_\_\_\_\_

**BOOTHBAY HARBOR SEWER DISTRICT**  
**27 SEA STREET**  
**BOOTHBAY HARBOR, MAINE 04538**  
**TEL. 207-633-4663**

**SEWER ENTRANCE APPLICATION**

The undersigned (owner) being \_\_\_\_\_ of the  
 property located at \_\_\_\_\_ does hereby request a  
 permit to install and connect a sewer to serve \_\_\_\_\_ units. Map #: \_\_\_\_\_ Lot #: \_\_\_\_\_  
 Boothbay Region Water System Account Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Winter Address: \_\_\_\_\_

***The name of the person/contractor who will perform the work on the property covered  
 by this permit is: \_\_\_\_\_***

**In consideration of the granting of this permit, the undersigned agrees:**

1. To abide by the provisions of Chapter 161 of the Private and Special Laws of 1961, and all acts additional and amendatory thereto and all ordinances, rules and regulations adopted thereunder, as they are now or may be in the future.
2. To enter the public sewer system at a location designated by the District.
3. To be responsible for bringing the building sewer to the interceptor, gravity, or force main including the road opening permit, installation of all piping and clean-outs to the interceptor, gravity, or force main including connection to said main, and to maintain same at no expense to the District.
4. ***Clean Outs to be installed outside the foundation wall, every 80 feet thereafter, and before any pipe direction change greater than 22.5 degrees.***
5. ***To install and properly maintain an adequately sized grease trap or interceptor if deemed necessary by the District.***
6. ***To notify the District when work is to begin within the road or road right-of-ways. All work in this area shall be performed under the direct supervision of the District.***
7. ***To supply the District with a photograph showing the as-built connection to the sewer, including the lateral stub, main, or force main. In addition, supply a map/drawing showing, with at least two measurements from permanent objects, the exact "as-built" location of the connection and line to the home.***
8. All payments including the Entrance Fee, etc. Will be made prior to the issue of any permit.
9. To pay a Permit and Inspection Fee as determined by the Board of Trustees, using the fee schedule below adopted December 19, 2004. Effective January 1, 2005.

**No. 1 Per Unit Charge any new connection \_\_\_\_\_ Fee \$ \_\_\_\_\_**

**No. 2 Per Unit Charge for units added to a previously connected structure  
 \_\_\_\_\_ Fee \$500.00**

Applicants Signature: \_\_\_\_\_  
 Approved Fee: \_\_\_\_\_ Date Approved: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Application approved and permit is hereby issued:

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX NO. 25**

STATE OF MAINE )  
 ) MAINTENANCE CONTRACT FOR  
 ) SMALL DIAMETER FORCE MAINS  
COUNTY OF LINCOLN ) AND INDIVIDUAL WASTEWATER PUMPS

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE BOOTHBAY HARBOR SEWER DISTRICT (hereinafter referred to as "the District", and \_\_\_\_\_ (hereinafter referred to as "Applicant").

**WHEREAS**, certain areas are not in immediate proximity to the District's gravity wastewater collection system; and

**WHEREAS**, the District is an quasi-municipal corporation established under the Private and Special Laws of Maine for the provision of public wastewater facilities to various areas of the Towns of Boothbay and Boothbay Harbor; and

**WHEREAS**, from time to time property owners ("Applicants") within the District's service area request wastewater service to property not immediately adjacent to existing facilities of the District; and

**WHEREAS**, the Applicant is under mandate of the Maine Department of Health, Environmental Protection and/or the Town(s) of \_\_\_\_\_ to cease and desist in the use of a ground septic tank, or overboard discharge system and to connect to a public wastewater facility or is not able to obtain a on-site system permit; and

**WHEREAS**, the Applicant requests that the District operate and maintain, subject to the terms and conditions hereinafter set forth, a portion of the Applicant's wastewater force main and/or individual wastewater pump.

**WHEREAS**, the District has State of Maine licensed operators licensed to maintain certain wastewater utilities; and

**WHEREAS**, the District and the Applicant have agreed that the District shall, subject to the following terms and conditions, operate and maintain the Applicant's wastewater facility.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration hereinafter stated, the parties agree as follows:

1. The District will operate and maintain, subject to the terms and conditions herein stated, the wastewater force main pipe, individual wastewater pump and appurtenances located on (Map \_\_\_\_\_, Lot \_\_\_\_\_, Street Address, Subdivision)
2. The Applicant agrees to and must comply with the following conditions:
  - (a) Applicant must comply with the District's Extension Policy and its requirements as to the construction of the wastewater force main and individual wastewater pumping system.
  - (b) The Applicant must comply with all applicable requirements of the MeDEP, MEDHS, and BBHSD as relates to the design, permitting and construction of wastewater force mains and pumping stations.
  - (c) Applicant must comply with the Maine Department of Transportation, Town of Boothbay and/or Boothbay Harbor right-of-way requirements where applicable.
  - (d) The Applicant agrees that the District will be responsible for the maintenance of the on-site pump station and control panel only. Gravity wastewater lines from the house to the wastewater pumps and pressure pipes from the pump station to and including the point of connection to the District's main are the responsibility of the Applicant.
  - (e) The Applicant agrees to pay the power bill for the wastewater pumps and controls and to supply a means of emergency power back-up.



**APPENDIX NO. 25**

- (f) Applicant agrees to pay the grinder pump maintenance fee as established by the District, as part of the Applicants regular bill for wastewater service quarterly to the District with the Applicant's regular bill for wastewater service. This fee is subject to change depending on the cost of providing this maintenance service as evaluated annually through the District's rate setting procedure.
  - (g) The Applicant agrees to provide District personnel the required access to maintain the on-site pump station and control panel.
  - (h) The Applicant agrees that if the District makes gravity wastewater available, the Applicant shall disconnect from its wastewater force main and connect to the new gravity system constructed by the District, and will pay for such reconnection.
3. The Applicant acknowledges having been advised and given an opportunity to read and review the District's Extension Policy which sets forth minimum standards for such extensions and the provision of wastewater service by the District to the Applicant.
4. That the Applicant agrees that the within Agreements apply only to the Applicant's property described herein and owned by the Applicant at the time of this Agreement and does not apply to any land adjacent, abutting or otherwise in the general area which may be subsequently purchased or leased by the Applicant.
5. That the term of the Agreement shall be in effect until such time as a gravity wastewater system has been constructed and installed by the District and is available for use or such time that the grinder pump is no longer in use.
- 6 The cost of any replacement of equipment or upgrade in the small diameter force main and individual wastewater pump to ensure proper and effective operation of same shall be the responsibility of the Applicant.

This Agreement shall bind the parties, their respective heirs, executors, successors and assigns.

**WITNESS** our hands and seals on the date above written.

WITNESS:  
DISTRICT

BOOTHBAY HARBOR SEWER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:

Its: Chairman

WITNESS:

APPLICANT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:

Its:

ACKNOWLEDGEMENT OF BOOTHBAY HARBOR SEWER DISTRICT/APPLICANT

STATE OF MAINE  
COUNTY OF LINCOLN

I \_\_\_\_\_ (name of notary) do hereby

certify that \_\_\_\_\_ (name of Applicant) personally  
appeared before me this day and acknowledged the due execution of the foregoing instrument.



**APPENDIX NO. 25**

WITNESS my hand and official seal this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ (SEAL)

Notary Public for Maine

My Commission expires: \_\_\_\_\_

STATE OF MAINE

COUNTY OF LINCOLN

I, \_\_\_\_\_ (name of notary) do hereby  
certify that \_\_\_\_\_ (name of Boothbay Harbor  
Sewer District representative) personally appeared before me this day and acknowledged the due  
execution of the foregoing instrument.

WITNESS my hand and official seal this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ (SEAL)

Notary Public for Maine

My Commission expires: \_\_\_\_\_

**BOOTHBAY HARBOR SEWER DISTRICT  
PUMP STATION FENCING MAINTENANCE AGREEMENT**

THIS AGREEMENT made and entered into this day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Board of Trustees of the Boothbay Harbor Sewer District also known as the "District" and \_\_\_\_\_ (hereinafter referred to as the "Developer").

WITNESSETH

WHEREAS, the Developer has conveyed or is about to convey to the District that certain wastewater pump station site more particularly described in Exhibit "A" attached hereto (the Pump Station Site); and

WHEREAS, the Developer has constructed or is about to construct a security/privacy fence along the perimeter boundary of said Pump Station Site; and

WHEREAS, the Developer has agreed to maintain said fence until such time as the \_\_\_\_\_ assumes said maintenance;

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Developer does hereby covenant and agree with the District that it will maintain, at the Developer's sole cost and expense, the privacy/security fence constructed or to be constructed along the perimeter boundary of the Pump Station Site. At such time as the \_\_\_\_\_ has assumed, by binding agreements, the maintenance of said privacy/security fence, the Developer shall be relieved of said obligation by the District.

FURTHERMORE, the District shall remove fence and install chain-link fence meeting current requirements if fence is not properly maintained. Cost shall be paid by Developer or assigns.

THIS Agreement may not be amended or modified without the prior written consent of both the Developer and the District.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

BOOTHBAY HARBOR SEWER DISTRICT

By: \_\_\_\_\_

Its: Chairman

**BOOTHBAY HARBOR SEWER DISTRICT  
PUMP STATION LANDSCAPE MAINTENANCE AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Boothbay Harbor Sewer District, Boothbay Harbor, Maine, also known as the District and \_\_\_\_\_ (hereinafter referred to as the "HOA").

WITNESSETH

WHEREAS, the District owns a wastewater pump station site located in \_\_\_\_\_  
Subdivision (Map(s) \_\_\_\_\_ Lot(s) \_\_\_\_\_); and

WHEREAS, the HOA has asked the District for financial assistance in landscaping the pump station site.

NOW, therefore, in consideration of the mutual covenants of the parties herein contained and other good and valuable consideration passing between the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to the conditions contained hereinafter, the District agrees to reimburse the HOA an amount not to exceed \$\_\_\_\_\_ for the costs associated with landscaping the pump station site. Prior to any transfer of funds from the District to the HOA, the HOA must submit a written proposal for the District's approval prior to incurring any costs for landscaping;
2. After the installation of the landscaping, the HOA agrees to maintain the landscaping in perpetuity;
3. If the HOA does not properly maintain the landscaping, the District may take corrective action with the costs thereof to be paid by the HOA; and
4. This Agreement may not be amended or modified except in writing with the consent of the HOA and the District.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

BOARD OF TRUSTEES  
FOR THE  
BOOTHBAY HARBOR SEWER DISTRICT

By: \_\_\_\_\_

Its: CHAIRMAN

By: \_\_\_\_\_

Its: \_\_\_\_\_