

The Commonwealth of Massachusetts

**ANNUAL
RETURN**

OF

Agawam Springs Water Company, Inc.

TO THE

DEPARTMENT OF PUBLIC UTILITIES

OF MASSACHUSETTS

For the Year Ended December 31, 2015

Name of Officer to whom correspondence
should be addressed regarding this report:

Mr. James Kane

Official title:

Vice President

Office Address:

158 Tihonet Road, Wareham, MA 02571

GENERAL INFORMATION

PRINCIPAL AND SALARIED OFFICERS*

Titles	Names	Addresses	Annual Salaries
President	Michael Hogan	158 Tihonet Road, Wareham, MA 02571	\$0.00
Treasurer/Secretary	George Krikorian	158 Tihonet Road, Wareham, MA 02571	\$0.00
Assistant Secretary	James F. Kane	158 Tihonet Road, Wareham, MA 02571	\$0.00
Vice President	Thomas Berkley	158 Tihonet Road, Wareham, MA 02571	\$0.00

DIRECTORS*

Names	Addresses	Fees Paid During Year
Michael Hogan	158 Tihonet Road, Wareham, MA 02571	\$0.00

* By G.L. c. 164, § 83, each company must include on the Annual Return a "list of the names of all their salaried officers and the amount of the salary paid to each." In addition, by G.L. c. 164, § 77, the Department is required to include in its annual report "the names and addresses of the principal officers and the directors" of the companies subject to G.L. c. 164.

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General Information - Continued

1. Full corporate title company, **Agawam Springs Water Company, Inc.** Telephone No. **(508) 295-1000**
2. Location of principal business office, **158 Tihonet Road, Wareham, MA 02571**
3. Date of organization, **January 22, 2014**
4. Date of incorporation, **January 22, 2014**
5. Whether incorporated under general or special law, **General Laws Chapter 156D**
6. If under special law, give chapter and year of act, **Not applicable**
7. Give chapter and year of any subsequent special legislation affecting the Company, **Not applicable**

8. Territory covered by charter rights, **Specified property in Plymouth, Massachusetts**

9. Capital stock authorized by charter, **\$2,750.00**
10. Capital stock issued prior to August 1, 1914 **\$0.00**
11. Capital stock issued with approval of Board of Gas and Electric Light Commissioners or the Department of Public Utilities since August 1, 1914, **100**
shares of par value of **\$0.01** each
12. If additional stock has been issued during the last fiscal period, give the date, amount, and price thereof, the date or dates on which the same was paid in, and the number of shares so sold and the amounts realized:
D.P.U. No. 13-163; August 22, 2014; 100 shares issued for \$1.00

13. Management Fees and Expenses during the Year **\$150,358.25**
List all individuals, associations, corporations or concerns with whom the company has any contract or agreement, covering management or supervision of its affairs such as accounting, financing, engineering, construction, purchasing, operation and show the total amount paid to each for the year.
The Company holds the invested plant reported herein pursuant to a long term lease with Agawam Water Capital, LLC. Supplemental information associated with the Company's leased plant is reported on a duplicate page 202, Title Account 323.1 - All plant in service leased from Agawam Water Capital, LLC. The Company contracted with Weston & Sampson Services, Inc. on January 21, 2015 for Operation and Maintenance Services; \$150,358.25 in expenses from Weston & Sampson in 2015.

14. Date when Company first began to distribute and sell water: **October 1, 2015**
15. Total number of stockholders, **One**
16. Number of stockholders resident in Massachusetts, **One**
17. Amount of stock held in Massachusetts, number of shares, **100** amount, **\$1.00**

COMPARATIVE GENERAL BALANCE SHEET

The entries in this balance sheet should be consistent with those in the supporting schedules on the pages indicated.

Line No.	Balance at Beginning of Year (a)	Assets (b)	Balance at Close of Year (c)	Net Change During Year (d)
1		Investments		
2		101 - 113 Plant Investment (p 202)		-
3		114 - 119 General Equipment (p 202)		-
4		201 Unfinished Construction (p 202)		-
5		202 Miscellaneous Physical Property (p 203)		-
6		203 Other Investments (p 203)		-
7	0.00	Total Investments	0.00	0.00
8		Current Assets		
9		204 Cash		-
10		205 Special Deposits	-	-
11		206 Notes Receivable	-	-
12		207 Accounts Receivable		-
13		208 Interest and Dividends Receivable	-	-
14		209 Materials and Supplies	-	-
15		210 Other Current Assets	-	-
16	0.00	Total Current Assets	0.00	0.00
17		Reserve Funds		
18		211 Sinking Funds	-	-
19		212 Insurance and Other Funds	-	-
20	0.00	Total Reserve Funds	0.00	0.00
21		Prepaid Accounts		
22		213 Prepaid Insurance		-
23		214 Prepaid Interest	-	-
24		215 Other Prepayments		-
25	0.00	Total Prepaid Accounts	0.00	0.00
26		Unadjusted Debits		
27		216 Unamortized Dept Discount Exp (p 203)		-
28		217 Property Abandoned	-	-
29		218 Other Unadjusted Debits (p 203)		-
30	0.00	Total Unadjusted Debits	0.00	0.00
31				
32	0.00	Grand Total	0.00	0.00

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COMPARATIVE GENERAL BALANCE SHEET

The entries in this balance sheet should be consistent with those in the supporting schedules on the pages indicated.

Line No.	Balance at Beginning of Year (a)	Assets (b)	Balance at Close of Year (c)	Net Change During Year (d)
1		Capital Stock		
2				
3	1.00	301 Common Stock (p 204)	1.00	-
4		302 Preferred Stock (p 204)		-
5		303 Employees' Stock (p 204)		-
6	1.00	Total Capital Stock	1.00	0.00
7				
8	0.00	304 Premium on Capital Stock		
9				
10		Bonds, Coupon, and Long Term Notes		
11				
12		305 Bonds (p 204)		-
13		306 Coupon and Long Term Notes (p 204)		-
14	0.00	Total Bonds, Coupons, and Long Term Notes	0.00	0.00
15		Current Liabilities		
16		307 Notes Payable (p 205)		-
17		308 Accounts Payable		-
18		309 Customers' Deposits		-
19		310 Matured Interest Unpaid		-
20		311 Dividends Declared		-
21		312 Other Current Liabilities		-
22	0.00	Total Current Liabilities	0.00	0.00
23		Accrued Liabilities		
24		313 Tax Liability		-
25		314 Interest Accrued		-
26		315 Other Accrued Liabilities		-
27	0.00	Total Accrued Liabilities	0.00	0.00
28		Unadjusted Credits		
29		316 Premium on Bonds (p 205)		-
30		317 Other Unadjusted Credits (p 205)		-
31	0.00	Total Unadjusted Credits	0.00	0.00
32		Reserves		
33		318 Insurance and Casualty Reserves		-
34		319 Depreciation Reserve (p 206)		-
35		320 Other Reserves		-
36	0.00	Total Reserves	0.00	0.00
37		Appropriated Surplus		
38		321 Sinking Fund Reserves		
39		323 Contributions for Extensions		-
40		324 Surplus Invested in Plant		-
41	0.00	Total Appropriated Surplus	0.00	0.00
42	0.00	400 Profit and Loss Balance (p 301)	-\$144,717.98	-\$144,717.98
43	0.00	Total Corporate Surplus	-\$144,717.98	-\$144,717.98
44				
45	1.00	Grand Total	-\$144,716.98	-\$144,717.98

Page 202: *ACCOUNT 323.1 - ALL PLANT IN SERVICE LEASED FROM AGAWAM WATER CAPITAL, LLC

PLANT INVESTMENT ACCOUNTS

Show for all items of plant, classified in accordance with the prescribed Uniform System of Accounts, the particulars called for by the column headings.

Credits in column (d) for plant retired during the year should be fully explained in a footnote. Column (e), "Adjustments During Year" should be interpreted to mean modifications of entries made in prior accounting periods. When any adjusting entry is made in Column (e), the credit to the account should be shown in red; in case the amount is transferred to some other account in the same schedule, the debit amount should appear in the same column in black.

When the whole or any part of "Unfinished Construction" is transferred to the Plant accounts, the amounts transferred should appear in Column (e) in red and the amounts should appear in Column (c) in black.

Line No.	Name of Account (a)	Balance at Beginning of Year (b)	Additions During Year (c)	Plant Retired During Year (d)	Adjustments During Year (e)	Balance at Close of Year (f)
1	Intangible Property					
2	Organization					
3	Misc Intangible Invest					
4	Total Intangible Property	0.00	0.00	0.00	0.00	0.00
5	Tangible Property					
6	Land					-
7	Structures					-
8	Pumping Plant Equipment					-
9	Misc. Pumping Plant Equipment					-
10	Purification System					-
11	Transmission and Distribution Mains					-
12	Services					-
13	Consumers' Meters					-
14	Conumers' Meter Installation					-
15	Hydrants					-
16	Fire Cisterns, Basins, Fountains					-
17	Water Rights					-
18	Miscellaneous Expenditures					-
19	Total Plant Investment	0.00	0.00	0.00	0.00	0.00
20	General Equipment					
21	Office Equipment					-
22	Shop Equipment					-
23	Stores Equipment					-
24	Transportation Equipment					-
25	Laboratory Equipment					-
26	Miscellaneous Equipment					-
27	Total General Equip	0.00	0.00	0.00	0.00	0.00
28	Unfinished Construction					-
29	Total Cost of All Property	\$0.00	0.00	0.00	0.00	0.00
30	Assessed Value of Real Estate					
31	Assessed Value of Other Property					
32	Total Assessed Value	0.00	0.00	0.00	0.00	0.00

Page 202: *ACCOUNT 323.1 - ALL PLANT IN SERVICE LEASED FROM AGAWAM WATER CAPITAL, LLC

PLANT INVESTMENT ACCOUNTS

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Credits in column (d) for plant retired during the year should be fully explained in a footnote. Column (e), "Adjustments During Year" should be interpreted to mean modifications of entries made in prior accounting periods. When any adjusting entry is made in Column (e), the credit to the account should be shown in red; in case the amount is transferred to some other account in the same schedule, the debit amount should appear in the same column in black.

When the whole or any part of "Unfinished Construction" is transferred to the Plant accounts, the amounts transferred should appear in Column (e) in red and the amounts should appear in Column (c) in black.

Line No.	Name of Account (a)	Balance at Beginning of Year (b)	Additions During Year (c)	Plant Retired During Year (d)	Adjustments During Year (e)	Balance at Close of Year (f)
1	Intangible Property					
2	Organization					
3	Misc Intangible Invest					
4	Total Intangible Property	0.00	0.00	0.00	0.00	0.00
5	Tangible Property					
6	Land					-
7	Structures					-
8	Pumping Plant Equipment					-
9	Misc. Pumping Plant Equipment					-
10	Purification System					-
11	Transmission and Distribution Mains					-
12	Services					-
13	Consumers' Meters					-
14	Conumers' Meter Installation					-
15	Hydrants					-
16	Fire Cisterns, Basins, Fountains					-
17	Water Rights					-
18	Miscellaneous Expenditures					-
19	Total Plant Investment	6,683,739.46	633,212.50	0.00	0.00	7,316,951.96
20	General Equipment					
21	Office Equipment					-
22	Shop Equipment					-
23	Stores Equipment					-
24	Transportation Equipment					-
25	Laboratory Equipment					-
26	Miscellaneous Equipment					-
27	Total General Equip	0.00	0.00	0.00	0.00	0.00
28	Unfinished Construction					-
29	Total Cost of All Property	\$6,683,739.46	633,212.50	0.00	0.00	7,316,951.96
30	Assessed Value of Real Estate					
31	Assessed Value of Other Property					
32	Total Assessed Value	0.00	0.00	0.00	0.00	0.00

MISCELLANEOUS PHYSICAL PROPERTY

Give particulars of all investments of the respondent in physical property not devoted to utility operation.

Line No.	Description and Location of Miscellaneous Physical Property Held End of Year (a)	Book Value at End of Year (b)	Revenue for the Year (c)	Expense for the Year (d)	Net Revenue for the Year (e)
1					
2					
3					
4					
5	Totals	0.00	0.00	0.00	0.00

OTHER INVESTMENTS

Give particulars of investments in stocks, bonds, etc., held by the respondent at end of year.

	Description of Security held by Respondent (a)	Amount (b)
6		\$
7		
8		
9	TOTAL	0.00

UNAMORTIZED DEBT DISCOUNT AND EXPENSE

Give an analysis of the respondent's accodiscount and/or expense on bonds, coupon, or short term notes. If the account represents only the expense incurred in connection with the issue, the word "Discount" should be erased. Entires in Column (d) should be consistent with the returns made on page 301, Schedules of Income and Profit and Loss.

Line No.	Name of Security (a)	Unextinguished Discount at Beginning of Year (b)	Discount on Bonds, etc. Issued During Year (c)	Discount Written Off During Year (d)	Unextinguished Discount at Close of Year (e)
10					-
11					-
12					-
13					-
14					-
15	Totals	0.00	0.00	0.00	0.00

OTHER UNADJUSTED DEBITS

Give an analysis of the above-entitled account as close of year, showing in detail each item or subaccount amounting to \$500 or more. Items less than \$500 may be combined in a single entry "Minor Items.....in number, each less than \$500," giving the number of items thus combined.

Line No.	Description and Character of Unadjusted Debits (a)	Balance at Beginning of Year (b)	Amount Added During Year (c)	Amount Written Off During Year (d)	Balance at Close of Year (e)
16					-
17					-
18					-
19					-
20					-
21					-
	Totals	0.00	0.00	0.00	0.00

CAPITAL STOCK

Give particulars of the various issues of capital stock of the respondent, as called for in the following schedule.

In stating the amount of Capital Stock authorized in Column (d) show only the amount authorized by the regulatory body.

Line No.	Description (a)	Number of Shares Authorized (b)	Par Value of One Share (c)	Amount of Capital Stock Authorized (d)	Amount Actually Outstanding at End of Year (e)	Total Premium at End of Year (f)
1	Capital Stock: Common,	275,000.00	\$ 0.01	\$ 2,750	\$ 1.00	0.00
2	Preferred,					
3	Premium,					
4	Treasury Stock					
5	TOTALS			\$ 2,750	1	0.00

BONDS, COUPON, AND LONG TERM NOTES.

Give particulars of various issues of bonds, coupon, and long term notes as called for in the following schedule, giving the names of any underlying issues that may have been assumed by the respondent. The total of Col (b) should be consistent with return made on page 301, Income Schedule (line 20).

Line No.	Name and Character of Obligation (a)	Date of Issue (b)	Date of Maturity (c)	Par Value Authorized (d)	Par Value Actually Outstanding at End of Year (e)	Interest Provisions		Interest Accrued During Year Charged to Income (h)	Interest Paid During Year (i)
						Rate Per Cent. (f)	Dates Due (g)		
6	Mortgage Bonds:								
7									
8									
9									
10	Total Bonds,								
11	Coupon and Long Term Notes:								
12									
13									
14									
15									
16									
17	Total Coupon and Long Term Notes			0.00		0.00			0.00
18	GRAND TOTAL						Totals		0.00

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SUNDRY CURRENT LIABILITIES						
Line No.	NOTES PAYABLE					
	Name of Creditor (a)	Date of Issue (b)	Date of Maturity (c)	How Secured (d)	Rate of Interest (e)	Amount (f)
1						
2						
3						
4						
5						
6						
7						
8				TOTAL		\$0.00
PREMIUM ON BONDS						
Give an analysis of the respondent's accounts covering premium on bonds or other evidences of indebtedness. Entries in Column (d) should be consistent with the returns made on page 301, Schedules of Income and Profit and Loss.						
	Name of Security (a)	Unextinguished Premium at Beginning of Year (b)	Premium on Bonds Issued During Year (c)	Premium Written Off During Year (d)	Unextinguished Premium at End of Year (e)	
9		\$	\$	\$	\$	
10						
11						
12	TOTALS	0.00	0.00	0.00	0.00	
OTHER UNADJUSTED CREDITS						
Give the names in Column (a) and indicate the character, in Column (b) of the several subaccounts that appear as "Other Unadjusted Credits." For items less than \$1,000, a single entry may be made under the caption "Minor accounts.....in number, each less than \$1,000," stating the number.						
	Name of Subaccount (a)	Character of Subaccount (b)			Amount (c)	
13					\$	
14						
15						
16						
17						
18		TOTAL			\$	0.00

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DEPRECIATION RESERVE

Show below the amount credited during the year to Depreciation Reserve, and the amount charged to Depreciation Reserve on account of property retired. Also the balance in the account at the close of the year.

Line No.	(a)	Amount (b)
1	Balance at beginning of year	
2	Credits to Depreciation Reserve during year:	
3		
4	Other Accounts	
5		
6	TOTAL CREDITS DURING YEAR	\$0.00
7	Net Charges for Plant Retired:	
8	Book Cost of Plant Retired	
9	Cost of Removal	
10	Salvage (credit in red)	
11		
12	NET CHARGES DURING YEAR	\$0.00
13	Balance December 31	\$0.00

BASES OF DEPRECIATION CHARGES

Give in detail the rule and rates by which the respondent determined the amount charged to operating expenses and other accounts, and credited to Depreciation Reserve. Report also the depreciation taken for the year for federal income tax purposes.

14	Not applicable
15	
16	
17	
18	
19	

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INCOME STATEMENT FOR THE YEAR				
Give the Income Account of the respondent for the year ended December 31, in accordance with the Uniform System of Accounts for Water Companies				
Line No.	Account No.	Item (a)	Amount (b)	Comparison with Previous Year (c)
1		Operating Income		
2	500	Operating Revenues (p 302)	\$52,463.82	\$52,463.82
3		Operating Expenses (p 302-303)	\$196,269.80	\$196,269.80
4		Net Operating Revenues	(\$143,805.98)	(\$143,805.98)
5	550	Uncollectible Operating Revenues	\$0.00	\$0.00
6	551	Taxes (p 303)	\$912.00	\$912.00
7		Net Operating Income	(\$144,717.98)	(\$144,717.98)
8		Non-Operating Income		
9	560	Merchandising and Jobbing Revenue*	-	-
10	561	Rent from Appliances	-	-
11	562	Miscellaneous Rent Income	-	-
12	563	Interest and Dividend Income	-	-
13	564	Inc. from Sink. And Other Res. Funds	-	-
14	565	Amortization of Premium on Bonds (p. 204)	-	-
15	566	Miscellaneous Non-operating Income	-	-
16		Total Non-operating Income	-	-
17		Total Gross Income	(\$144,717.98)	(\$144,717.98)
18		Deductions From Gross Income		
19	575	Miscellaneous Rents	-	-
20	576	Interest on Bonds and Coupon Notes	-	-
21	577	Miscellaneous Interest Deductions	-	-
22	578	Amortization of Discount (p 203)	-	-
23	579	Miscellaneous Deductions from Income	-	-
24		Total Deductions from Gross Income	-	-
25		Income Balance Transferred to Profit and Loss	(\$144,717.98)	(\$144,717.98)
Profit and Loss Statement				
Show hereunder the items of the Profit and Loss Account of the respondent, classified in accordance with the Uniform System of Accounts for Water Companies.				
	Account Number	Item	Debits	Credits
26		Credits		
27	401	Credit Balance at Beginning of Fiscal Period (p 201)		-
28	402	Credit Balance transferred from Income Acct (p301)		-
29	403	Miscellaneous Credits (note)		-
30		Debits		
31	411	Debit Balance at Beginning of Fiscal Period (p 201)	-	
32	412	Debit Balance transferred from Income Acct (p 301)	(\$144,717.98)	
33	413	Surplus applied to Sinking Fund and Other Reserves	-	
34	414	Dividend Appropriations of Surplus (p 302)	-	
35	415	Appropriations of Surplus for Depreciation (p 204)	-	
36	416	Discn't on Bonds Extins'd through Surplus (p 203)	-	
37	417	Other Deductions from Surplus (note)	-	
38	418	Appropriations of Surplus for Construction	-	
39		Balance Carried Forward to Balance Sheet	(\$144,717.98)	
40		Totals	(\$144,717.98)	-
41	(Note) Explain below amounts entered as Other Deductions form Surplus or Miscellaneous Credits:			
42				
43				
44				
45				

*In case the Merchandising and Jobbing business shows a loss, the amount should appear in red.

OPERATING REVENUES

State the operating revenues of the respondent for the year ended December 31, classified in accordance with the Uniform System of Accounts.

Line No.	Class of Water Operating Revenue (a)	Amount of Revenue For Year (b)	Comparison with Revenue of Previous Year (c)
1	REVENUES FROM SALE OF WATER		
2	501 Metered Sales to General Consumers	2,082.84	2,082.84
3	502 Flat-rate Sales to General Consumers	848.59	848.59
4	Sales to Other Water Companies	0.00	0.00
5	504 Municipal Hydrants	2,032.39	2,032.39
6	505 Miscellaneous Municipal Revenues	47,500.00	47,500.00
7	Total Revenues from Water Operations	52,463.82	52,463.82
8	MISCELLANEOUS REVENUES		
9	506 Rent from Property Unused in Operation		0.00
10	507 Miscellaneous Operating Revenues		0.00
11	Total Revenues from Miscellaneous Operation	0.00	0.00
12	Total Operating Revenues	52,463.82	52,463.82

DIVIDENDS DECLARED DURING THE YEAR

Give particulars of dividends on each class of stock during the year, and charged to Profit and Loss. This schedule shall include only dividends that have been declared by the Board of Directors during the fiscal year.

Line No.	Name of Security on which Dividend was Declared (a)	Rate Percent		Amount of Capital Stock on which Dividend was Declared (d)	Amount of Dividend (e)	Date	
		Regular (b)	Extra (c)			Declared (f)	Payable (g)
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24	TOTALS	0.00	0.00	TOTAL	0.00		

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OPERATING EXPENSES

(For companies having average operating revenues of more than \$15,000.)

State the operating expenses of the respondent for the year ended December 31, classifying them in accordance with the Uniform System of Accounts.

Line No.	Account No.	Name of Operating Expense Account (a)	Amount of Operating Expense For Year (b)	Comparison with Previous Year (c)
1		Source of Water Supply Expenses		
2	601-1	Maintenance of Water Supply Buildings and Fixtures	0.00	0.00
3	601-2	Maintenance of Surface Source of Supply Facilities	0.00	0.00
4	601-3	Maintenance of Ground Source of Water Supply	0.00	0.00
5		Total Source of Water Supply Expenses	0.00	0.00
6	602	Water Purchased for Resale	0.00	0.00
7		Pumping Expenses		
8	603-1	Pumping Labor	70,491.93	70,491.93
9	603-2	Boiler Fuel - N/A	0.00	0.00
10	603-3	Water for Steam - N/A	0.00	0.00
11	603-4	Electric Power Purchased	4,479.98	4,479.98
12	603-5	Miscellaneous Pumping Station Supplies and Expenses	0.00	0.00
13	604-1	Maintenance of Power Pumping Buildings and Fixtures	0.00	0.00
14	604-2	Maintenance of Pumping Equipment	0.00	0.00
15	604-3	Maintenance of Miscellaneous Pumping Plant Equipment	0.00	0.00
16		Total Pumping Expenses	74,971.91	74,971.91
17		Purification Expenses		
18	605-1	Purification Labor	70,491.93	70,491.93
19	605-2	Purification Supplies and Expenses	532.13	532.13
20	606-1	Maintenance of Purification Buildings and Fixtures	0.00	0.00
21	606-2	Maintenance of Purification Equipment	0.00	0.00
22		Total Purification Expenses	71,024.06	71,024.06
23		Transmission and Distribution Expenses		
24	607	Inspecting Customers' Installations	0.00	0.00
25	608	Miscellaneous Trans and Dist Supplies and Expenses	5,530.00	5,530.00
26	609-1	Maintenance of Trans and Dist Buildings and Expenses	0.00	0.00
27	609-2	Maintenance of Trans and Dist Mains	0.00	0.00
28	609-3	Maintenance of Storage, Reservoirs, Tanks, and Standp	0.00	0.00
29	609-4	Maintenance of Services	0.00	0.00
30	609-5	Maintenance of Meters	3,546.02	3,546.02
31	609-6	Maintenance of Hydrants	0.00	0.00
32	609-7	Maintenance of Fountains and Troughs	0.00	0.00
33		Total Trans and Dist Expenses	9,076.02	9,076.02
34		General and Miscellaneous Expenses		
35	610-1	Salaries of General Officers and Clerks	0.00	0.00
36	610-2	General Office Supplies and Expenses	0.00	0.00
37	610-3	Law Expenses - General	2,110.25	2110.25
38	610-4	Insurance	28,854.56	28854.56
39	610-5	Accidents and Damages	0.00	0.00
40	610-6	Store Expenses	0.00	0.00
41	610-7	Transportation Expenses	0.00	0.00
42	610-8	Inventory Adjustments	0.00	0.00
43	610-9	Maintenance of General Structure	0.00	0.00
44	610-10	Depreciation	553.00	553.00
45	610-11	Miscellaneous General Expenses	9,680.00	9680.00
46		Total General and Miscellaneous Expenses	41,197.81	41,197.81
47		Grand Total Operating Expenses	196,269.80	196,269.80

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OPERATING EXPENSES - Not Applicable

(For companies having average operating revenues not exceeding \$15,000)

State the operating expenses of the respondent for the year ended December 31, classified in accordance with the Uniform System of Accounts.

Line No.	Account No.	Name of Operating Expense Account (a)	Amount of Operating Expenses for Year (b)	Comparison with Previous Year (c)
25	601	Maintenance of Water Supply		-
26	602	Water Purchased for Resale		-
27	603	Pumping Labor, Supplies, and Expenses		
28	604	Maintenance of Pumping Plant		
29	605	Purification Labor, Supplies, and Expenses		
30	606	Maintenance of Purification Buildings and Equipment	-	-
31	607	Inspecting Customers' Installations		
32	608	Miscellaneous Trans and Dist Supplies and Expenses		
33	609	Maintenance of Trans and Dist System		
34	610-10	Depreciation		-
35	610-1-11	Miscellaneous General Expenses	-	-
36			-	-
37	Total Operating Expenses			

TAXES

Line No.	Kind of Tax	Federal	State	Municipal	Total
48	State Income Taxes		0.00		0.00
49	Personal Property Tax (Excise)		456.00		456.00
50					0.00
51					0.00
52					0.00
53					0.00
54					0.00
55					0.00
56					0.00
57		0.00	456.00	0.00	456.00

Page 400			
REAL ESTATE INFORMATION			
1. Land owned by the Company.			
	Location		Use
A.	Not applicable		
B.			
C.			
D.			
E.			
F.			
G.			
H.			
I.			
J.			
	Area	When Bought	Cost
A.			
B.			
C.			
D.			
E.			
F.			
G.			
H.			
I.			
J.			
2. Buildings owned by Company. None			
	Location		Use
A.	Not applicable		
B.			
C.			
D.			
E.			
F.			
G.			
H.			
I.			
J.			
	Size	Material	When Built
A.			
B.			
C.			
D.			
E.			
F.			
G.			
H.			
I.			
J.			

Note: Cost means the original cost of installation, not book value.

SUPPLY INFORMATION

1. Give a full and complete description of the source or sources from which water is obtained. State whether these sources are owned or leased by the company. If they are leased, quote the terms of the leases. Give the date of the latest opinion of the Department of Public Health regarding each of these sources of supply.

The Wareham Road well is the current water source. It is rated to provide up to 100,000 gpd. In a few years, when water demand warrants the need, a future permanent well (the Agawam Road Well) will be constructed.

2. Watersheds owned by the Company. **None**

Location	Area	When Bought	Cost
A. Not applicable			
B.			
C.			
D.			
Total			

Remarks:

3. Give a full and complete description of any water supply rights that are owned by the Company and state when they were bought and what was paid for them.

None

Cost means the original cost of installation, not the book value.

SUPPLY INFORMATION - Continued

4. Wells

Location	Inside Dimensions	Depth Below High Water	Covered or Uncovered	When Built	Cost
A. Wareham Road Well	10 inch	71 feet	Covered	2008	Leased
B.					
C.					
D.					
E.					
F.					

5. Give a full and complete description of the wells:

The Wareham Road Well is a 10-inch diameter gravel packed well, 20-slot steel well screen, with an inlet 115 feet below grade.

6. Reservoirs. **None**

Location	Area at Surface When Full	Full Capacity In Gallons	When Built	Cost
A. Not applicable				
B.				
C.				
D.				
E.				
F.				

7. Describe the reservoirs, stating to what extent they are artificial; to what extent their bottoms were cleaned before being put into service; to what extent their slopes and bottoms are paved; what provisions have been made for raising the water level and increasing the capacity; and give the character of construction of any dams:

Not applicable

Note: Cost means the original cost of installation, not the book value.

PUMPING INFORMATION

1. Give a general description of the method employed for delivering the water to the consumers, stating whether gravity is utilized or not; whether the company owns a pumping station or not; and giving all other pertinent information:

Water from the Wareham Road Well fills the mains and surplus is directed to the 500,000 gallon elevated storage tank to overflow. Water flows by gravity into the distribution system until the tank's low water level is reached at which point pumping from the well resumes. The well is the only pumping station in the system at this time.

2. BOILERS [This Schedule is not presently used]

3. CHIMNEYS [This Schedule is not presently used]

4. PUMPING ENGINES, STEAM-ACTUATED [This Schedule is not presently used]

5. PUMPS, DRIVEN BY CONNECTED POWER

Location		Type	Name of Builder	When Installed	Cost	
A.	Wareham Road Well Building	Submersible	Goulds	Jan 2015	Leased	
B.						
C.						
D.						
E.						
F.						
G.						
H.						
I.						
J.						
Number of Cyls.	Single or Double Acting	Rated Strokes Per Minute	Length of Stroke	Diameter of Pistons or Plungers	How Driven	Displacement Per 24 Hours
A.	Not Applicable					
B.						
C.						
D.						
E.						
F.						
G.						
H.						
I.						
J.						

Note: Cost means the original cost of installation, not the book value.

PUMPING INFORMATION - Continued

6. Gas producers [This Schedule is not presently used]

7. Internal combustion engines. **None**

	Location		Name of Builder		When Installed	Type of Drive	Cost
A.	Not applicable						
B.							
C.							
	For Gas, Gasoline, or Oil	Number of Cyls.	Single or Double Acting	Dimensions of Cylinders		2 or 4 Stroke Cycle	Rated H.P.
				Diameter	Stroke		
A.	Not applicable						
B.							
C.							

8. ELECTRIC MOTORS, INCLUDING COST OF WIRING SWITCHES, ETC.

	Location	Name of Builder	When Installed	Cost
A.	Wareham Road Well	CentriPro	Jan-15	Leased
B.				
C.				
D.				
E.				
F.				
G.				
H.				
	A.C. or D.C.; If A.C., give Phase	Volts	Type of Drive	Rated H.P.
A.	AC, 3-Phase	460	VFD	10
B.				
C.				
D.				
E.				
F.				
G.				
H.				
Total Horsepower				10

Note: Cost means the original cost of installation, not the book value.

PUMPING INFORMATION - Continued

9. WATER WHEELS AND TURBINES **None**

	Location		Name of Builder		When Installed	Cost
A.	Not applicable					
B.						
C.						
D.						
	Machine	Diameter of Runner	Working Head	Speed	Type of Drive	Rated H.P.
A.						
B.						
C.						
D.						

10. Give a full and complete description of any water power rights that are owned by the Company, and say when they were bought and what was paid for them:

Not applicable

Note: Cost means the original cost of installation, not the book value.

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PUMPING INFORMATION - Continued

11. Station Log

Year and Month	Kwhrs. Used	Pounds of Coal Burned	Gallons of Water Pumped	Hours of Pumping	Average Total Static Head	Average Total Dynamic Head
January			394,800		134	
February			0		134	
March			0		134	
April			514,800		134	
May			138,000		134	
June	43		258,000		134	
July	1663		837,300		134	
August	1477		687,500		134	
September	1897		574,600		134	
October	1712		607,300		134	
November	1770		366,000		134	
December	1702		355,700		134	
TOTALS	10264		4,734,000	-		

12. Based upon the displacement of N/A gallons per revolution with N/A percent allowance for slip N/A

13. Average gallons pumped per day **29,200**

14. Maximum gallons pumped in a day **93,600**

15. Date of same **4/2/2015**

16. Range of pressure in main 35 lbs. to 70 lbs.

17. Average pressure in mains 50 lbs. per sq. in.

PUMPING INFORMATION - Concluded

18. Kind of coal	N/A	
19. Average price per net ton, delivered	N/A	
20. Average price of wood per cord, delivered	N/A	
21. Average price of gas per thousand cubic feet	N/A	
22. Average price of gasoline per gallon, delivered	N/A	
23. Average price of fuel oil per gallon, delivered	N/A	
24. Average price of electric power per Kwhr	\$0.217	
25. Wood consumed during the year	N/A	Cords
26. Gas consumed during the year	N/A	M. Cubic Feet
27. Gasoline consumed during the year	N/A	Gals
28. Fuel oil consumed during the year	N/A	Gals
29. Electric power used during the year	10,264	K.W. Hrs.

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DISTRIBUTION INFORMATION

1. Mains.

Nominal Diameter, Inches	Kind of Pipe*	Weight per Foot**	Lengths in Feet				
			In Use at Beginning of Year	Taken Up Since	Abandoned But Not Taken Up	Laid Since	In Use at Close of Year
16	Ductile Iron Cement Lined	N/A	1654.5	0.0	0.0	0.0	1654.5
12	Ductile Iron Cement Lined	N/A	10117.5	0.0	0.0	0.0	10117.5
8	Ductile Iron Cement Lined	N/A	844.5	0.0	0.0	3620.0	844.5
6	Ductile Iron Cement Lined	N/A	298.5	0.0	0.0	133.0	298.5
				Totals	-	3,753	12,915.0

2. Cost of repairs per mile of pipe, including valves: **\$0.00**3. Number of leaks in mains, during the year: **Zero**4. Number of leaks per mile: **Zero leaks per mile**5. Length of mains less than 4 inches in diameter: **Zero**

* if laid on surface of ground, mark \$.

** if cast iron, give weight per lineal foot.

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DISTRIBUTION INFORMATION - Continued					
6. Water towers or stand pipes					
	Location		Land		
			Area	When Bought	Cost
A.	500,000 gallon tank (sole tank)		N/A	N/A	Leased
B.					
C.					
D.					
	Diameter	Capacity In Gallons	When Built		Cost
A.	Elevated spheroid 55.6 feet	500,000	2014		Leased
B.					
C.					
D.					
7. Services					
Nominal Diameter In Inches	Kind of Pipe	Number Installed and In Use at Beginning of Year	Taken Up Since	Laid Since	Installed and In Use at Close of Year
1	polyethylene	0	0	36	20
2	polyethylene	0	0	1	1
6	ductile iron	0	0	1	1
Totals		0	0	38	22
8. Average length of service pipe, 25 feet					
9. Average cost of service laid during the year, \$0					
10. Percentage of services that are metered: 100%					
11. Percentage in income that is metered: 100%					
12. Leaks in service during the year: Zero					
13. Are service pipes paid for by consumers, in whole or in part and to what extent? Service pipes not paid for by consumers.					
Note: Cost means the original cost of construction, not the book value.					

DISTRIBUTION INFORMATION - Continued

14. Gates and valves

Nominal Diameter, Inches	Kind of Valve	Number in Use at Beginning of Year	Removed Since	Installed Since	Number in Use at Close of Year
16	Gate Valve	3	0	0	3
12	Gate Valve	58	0	0	58
8	Gate Valve	14	0	11	25
6	Gate Valve	27	0	9	36
			TOTALS	20	122

The above list should include all valves that are installed in the mains, whether they are gate valves, blow-offs, check valves or otherwise.

Page 412					
DISTRIBUTION INFORMATION - Continued					
14. Hydrants, Public					
Nominal Diameter, Inches	Hose Outlets	Number in Use at Beginning of Year	Removed Since	Installed Since	Number in Use at Close of Year
6	4 and 2.25-inch	27	0	9	36
Totals		27	0	9	36
<p>16. Were all of the above hydrants purchased and installed at the expense of the company? No</p> <p>17. If not, under what arrangements were they purchased and installed? Hydrants and other infrastructure are leased through Agawam Water Company, LLC as previously noted.</p>					
18. Hydrants, Private None					
Nominal Diameter, Inches	Hose Outlets	Number in Use at Beginning of Year	Removed Since	Installed Since	Number in Use at Close of Year
Totals					
<p>19. Were the above hydrants purchsaed and installed at the expense of the company? N/A</p> <p>20. If not, under what arrangements were they purchased and installed? N/A</p>					

DISTRIBUTION INFORMATION - Continued

21. Meters owned by company*

Size, Inches	Number at Beginning of Year		Bought Since	Condemned Since and Removed	Number at Close of Year	
	In Use	On Hand**			In Use	On Hand**
5/8"	0	0	19	0	19	0
1"	0	0	1	0	1	0
3"x5/8"	0	0	1	0	1	0
	Totals	0	21	0	21	0

22. Has the plant been debited with the first cost of installing the meters in use at close of year, above stated? N/A

23. If so, was the cost the actual cost or some assumed or average cost? N/A

24. Are any of these meters paid for by consumers, and to what extent? N/A

* This tabulation should include only those meters that are for use in measuring the supply to consumers.

** These meters should include those that are fit for use only.

DISTRIBUTION INFORMATION - Concluded

25. Meters owned by company as of December 31

Maker	Type	Size								
		1/2	5/8	3/4	1	1 1/2	2	3	4	6
Neptune	PD Disc		19							
Neptune	PD Disc				1					
Neptune	Compound							1		
Totals		0	19	0	1	0	0	1	0	0

CONSUMPTION INFORMATION

- 1. Estimated total population of territory covered by franchise 30
- 2. Estimated population reached by the distributing system
- 3. Estimated population actually supplied
- 4. Total consumption during the year 301,230 gals.
- 5. Average daily consumption 1,859 gals.
- 6. Day on which the greatest amount was pumped
- 7. Gallons pumped on above day
- 8. Week during which greatest amount was pumped
- 9. Gallons pumped during above week
- 10. Gallons per day per service
- 11. Consumption metered gals.
- 12. Consumption metered, 100 percent of total consumption

13. CUSTOMERS

Number Being Supplied at Beginning of Year	Discontinued Since	Connected Since	Number Being Supplied at Close of Year
0	0	22	22

Name of City, Town, or District	Number of Customers as of December 31
Redbrook Development in Plymouth, MA	22

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CONSUMPTION INFORMATION - Concluded

Attach to the Return a printed copy of all schedules of rates and of the rules and regulations

14. Rates in Effect December 31, 2015

By meter, per year SEE ATTACHED "RULES AND REGULATIONS" AND "REVISED RATES"

5/8" or 3/4"

1"

1 1/2"

2"

3"

4"

6"

8"

Per faucet, per year

Per hose connection, per year

Per bath tub, per year

Per shower bath, per year

Per foot tub, per year

Per wash tub, per year

Per urinal, per year

Per water closet, per year

Per sink, per year

Per bowl, per year

Per private hydrant, per year

Up to 2"

3"

4"

6"

8"

10"

12" and Up

For sprinkler systems

For water motors

Per drinking fountain, per year

Per public hydrant, per year

5/8" or 3/4"

1"

1 1/2"

2"

3"

4"

6"

8"

For watering troughs

Minimum charge

Give any contract rates that are in force and state what discounts are allowed for prompt payment and what fines are charged for delayed payment; No discounts offered for prompt payment; please see attached "Rules and Regulations" for information regarding delinquent payments

Are payments required in advance? No

When are meters read and bills rendered? Meters are read on/about the last of each month; bills are rendered on/about the first of each following month

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THIS RETURN IS SIGNED UNDER THE PENALTIES OF PERJURY

Michael Hogan

President

Michael Hogan, President and Sole Director

George Krikorian

Treasurer

George Krikorian

Michael Hogan

Directors

SIGNATURES OF ABOVE PARTIES AFFIXED OUTSIDE THE COMMONWEALTH OF MASSACHUSETTS
MUST BE PROPERLY SWORN TO

Essex

SS.

3/31

, 2016

Then personally appeared

and severally made oath to the truth of the foregoing statement by them subscribed according to their best knowledge and belief.



Sally Smith
Notary Public or
Justice of the Peace

Attorneys at Law

RichMay
celebrating **75** years

Rich May, P.C. 176 Federal Street, Boston, MA 02110

Eric J. Krathwohl, Esq.
Direct: (617) 556-3857
Email: ekrathwohl@richmaylaw.com

APPROVED	
DATE:	<i>Angela K. O'Leary</i>
	<i>Robert H. Hayes</i>
	<i>Robert H. Hayes</i>
	COMMISSIONERS, D.P.U.

September 28, 2015

By Hand and E-filing

Mark D. Marini, Secretary
Department of Public Utilities
One South Station
Boston, MA 02110

Re: Agawam Springs Water Company, Inc., D.P.U. 15-76

Dear Mr. Marini:

On behalf of Agawam Springs Water Company, Inc. (the "Company"), enclosed are rate schedules M.D.P.U. 7 and M.D.P.U. 8, filed in compliance with the Department's order issued September 28, 2015 in the above-referenced proceeding (the "Order"). As specified in the Order, the rate schedules are consistent with those filed on July 30, 2015, excepting the dates and tariff numbers.

Please contact the undersigned should there be any questions about this filing. Thank you for your consideration.

Very truly yours,

Eric J. Krathwohl
Eric J. Krathwohl

EJK/ks
Encl.

cc: Tina Chin, Esq., Hearing Officer
Kevin Brannelly, Director - Rates and Revenue Requirements Division
Kevin Penders, Esq. - General Counsel
George Yiankos, Director - Gas and Water Division
Paul Osborne, Gas and Water Division
John Geary, Esq., Asst. AG

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES

AGAWAM SPRINGS WATER COMPANY INC.

M.D.P.U. No. 8

RULES AND REGULATIONS

Cancelling

AGAWAM SPRINGS WATER COMPANY, INC.

M. D. P. U. NO. 6

RULES AND REGULATIONS

1. RULES AND REGULATIONS GOVERN RENDERING OF SERVICE

These Rules and Regulations and all subsequent changes in same, or amendments and additions thereto, as approved by the Massachusetts Department of Public Utilities, are a part of the contract with every customer of Agawam Springs Water Company, and each such customer agrees to be bound hereby.

2. DEFINITIONS APPLICATION OF FOLLOWING SECTIONS

The words "Company" or "Water Company" refer to the Agawam Springs Water Company Inc.

The word "Department" refers to the Massachusetts Department of Public Utilities.

The word "Customer" shall mean any person, firm, corporation, government, or governmental division or other entity who has applied for and received water service supplied by Agawam Springs Water Company Inc.

The words "main" or "main pipe" shall mean the supply pipe from which service connections are made to supply water to Customers.

The words "service pipe" or "service connection" shall mean the pipe running from the main pipe to the property line of the Customer, which shall be in conformity with the requirements of section 4.(d) below.

The words "seasonal use" shall mean an intermittent use, season after season, at the same premises.

The words "public water system" refer to the water system owned and operated by Agawam Springs Water Company Inc.

The word "premises" as used herein shall be restricted to the following:

- (a) A building under one roof owned or leased by one Customer and occupied as one residence or one place of business.
- (b) A combination of buildings owned by one Customer in one common enclosure, or occupied by one family, or one corporation or firm, as a residence or place of business.
- (c) Each unit of a multiple house or building separated by a solid vertical partition

Issued: September 28, 2015

Effective: October 1, 2015

By: Thomas E. Berkley,
Vice President

wall, occupied by one family, or one firm, as a residence or place of business.

- (d) A building owned by one Customer having a number of apartments, offices, or lofts, which are rented to tenants, using in common one hall and one or more means of entrance.

3. **APPLICATION FOR WATER SERVICE**

- (a) Application for water service through an existing street service connection shall be made to the Company by the owner of the premises to be supplied, or his duly authorized representative.
- (b) No agreement will be entered into by the Company with an applicant until all arrears and charges due by the applicant at any premises now or heretofore occupied by him shall have been paid. A payment plan on overdue charges can be arranged if so desired.
- (c) For billing purposes, tenants at non-residential premises may also make application for water service through an existing street service connection and may pay the charges for water service or any other charge that may accrue.
- (d) The property owner will be required to contract for water service furnished to premises where the tenants are changing more than twice a year.
- (e) Any change in the identity of the contracting Customer at any premises will require a new application and the Company may, after reasonable notice, discontinue the water service until such new application has been made and accepted.

4. **APPLICATION FOR NEW WATER SERVICE CONNECTION**

- (a) The Company shall furnish, install, own and maintain all new service connections, meters and meter installations, provided the costs of excavation, backfill, and removal, and replacement of paving, walks, curbs, etc., including the hiring of traffic control personnel, and obtaining the street opening permits, necessarily incurred in respect to new services, shall be borne by the Customer or other applicant for service. For replacement of service connections, the Company shall bear all costs.

Issued: September 28, 2015

Effective: October 1, 2015

By: Thomas E. Berkley,
Vice President

- (c) The Company will make all connections to its mains and will specify the size, kind and quality of all service connection materials.
- (d) As used herein, service connection means the service pipe from the main to the property line of the premises to be serviced, including the corporation cock, curb cock, and curb box, and shall be laid at a right angle to the main; and shall not cross intervening properties, and will be furnished and installed by, and shall remain the property of the Company and under its sole control and jurisdiction.
- (e) Where a service connection is already laid to the property line, the Customer shall connect with the service connection as laid. Connections must be made in accordance with all other Company Rules and Regulations. Water Service will not be turned on until such time as a meter is set in accordance with the Company's Rules and Regulations.
- (g) The curb box shall be set at or near the curb or property line and shall be kept accessible at all times.
- (h) New service connections shall not be laid during the months of November, December, January, February and March except at the discretion of the Company.
- (i) The service connection from the main to the property line will be maintained by the Company at its expense.
- (j) The Company shall in no event be responsible for maintenance of or for damage done by water escaping from the service pipe or any other pipe and fixtures on the customer's premise side of the curb cock.

5. CUSTOMER'S SERVICE PIPES — EXISTING STREET SERVICE CONNECTION

- (a) The Company will specify the size, kind and quality of the materials which shall be laid between the property line and structures on the premises to be supplied.
- (b) The service pipe from the property line to the place of consumption shall be furnished and installed by the Customer at his sole expense and risk. Any repairs, maintenance or replacement necessary on the Customer's service pipe or any pipe

or fixture in or upon the Customer's premises shall be performed by the Customer at his sole expense and risk. The Customer shall promptly notify the Company of any leak, defect or damage affecting the service pipe between the property line and the point where metered.

- (c) The Customer's service pipe and all connections and fixtures attached thereto shall be subject to the inspection and approval of the Company before the water will be turned on.
- (d) The Customer's service pipe shall be laid at all points at least four and one-half feet below the surface of the ground and shall be placed on firm and continuous earth so as to give unyielding and permanent support, and shall be installed in a trench at least ten feet in a horizontal direction from any sewer line, septic tank or leaching field and at least three feet from any other buried line or conduit. Any vertical crossings shall be at least two feet and any sewer lines must be under the water line. Existing or future crossings, public or private, must be made known to the Company.

Exceptions may be granted in writing by the Company after approval of other agencies as required.

- (e) The Customer shall make all changes in his portion of the service pipe required on account of changes of grade, relocation of mains or other causes.
- (f) No fixture shall be attached to or any branch made in the service pipe between the meter and the street main.
- (g) Each premise or private fire service connection shall be supplied through an independent service pipe from a separate curb cock and box, and all double houses, apartment houses, office buildings or business blocks shall have a separate service connection and curb box for each tenant unless otherwise specifically approved or ordered by the Company in which event the owner is solely responsible for all water used on and in said buildings or premises.

6. SPECIAL APPLICATIONS FOR WATER SERVICE

- (a) Water for transient, temporary or special purposes must be specially applied for.
- (b) Whenever a street service connection is made to the mains for temporary service,

or for building or construction purposes, the applicant will bear the entire cost and expense of installing and maintaining such service, and shall bear the entire cost and expense of eliminating such service (if required) when temporary usage has terminated. The applicant will be liable for the amount of water used in accordance with the schedule of rates of the Company.

7. CUSTOMER'S LIABILITY FOR CHARGES

(a) A Customer who has made application for water service to any premises shall be held liable for all water service furnished to such premises until such time as the Customer properly notifies the Company to discontinue the service for his account and a final meter reading is obtained

8. BASIC SERVICE CHARGES

(a) The minimum charge for annual Customers shall be payable in arrears.

9. METERED SERVICE: LOCATION OF METERS

(a) The Company shall specify all metering equipment requirements and determine the location of meters; all meters must be installed at the time the service is connected to the main. Meters will be furnished and installed by the entity that constructs the customers' buildings and will be contributed to the Company, which shall own the meters and maintain, replace and, if applicable, remove the meters thereafter.

(b) **Single Family Residential Construction.** Meters shall be installed inside a building and must be installed in a suitable location which will provide adequate protection against freezing or other damage and ready access for testing and reading. Each inside meter setting must be located where the Service Line enters the building in a horizontal position not less than 18" or more than 36" above the floor.

(c) **Multi Family Residential Construction.**

For multi family construction with less than six (6) individual living units, the Company will require an individual metered connection for each unit. The Company will allow the applicant to install one service connection to the main and manifold the individual unit connections to facilitate construction. The

Company will size the service to insure proper service to each living unit. A separate meter room with outside access and key must be provided to the Company. Each individual meter must be installed with a locking style meter horn as approved by the Company. All meters must be installed in a suitable location which will provide adequate protection against freezing or other damage. Each inside meter setting must be located where the Service Line enters the building in a horizontal position not less than 18" or more than 36" above the floor.

For multi family construction greater than six (6) individual living units and due to construction constraints, the Company will allow the installation of one (1) metered connection to service the premises. A separate meter room with outside access and key must be provided to the Company. All meters must be installed in a suitable location which will provide adequate protection against freezing or other damage. Each inside meter setting must be located where the Service Line enters the building in a horizontal position not less than 18" or more than 36" above the floor. When it is determined by the Company that the required meter size is greater than 2", the Customer will be required to install the meter in compliance with applicable Confined Space Regulations.

(c) **Other Construction.**

For other construction, a separate meter room with outside access and key must be provided to the Company. All meters must be installed in a suitable location which will provide adequate protection against freezing or other damage. Each inside meter setting must be located where the Service Line enters the building in a horizontal position not less than 18" or more than 36" above the floor. When it is determined by the Company that the required meter size is greater than 2", the Customer will be required to install the meter in compliance with applicable Confined Space Regulations.

- (d) **Service Reuse.** In the event that an existing service connection and meter is to be reused due to a change in the original use of the property, the Customer must apply to the Company for approval. The Company will evaluate the change in use and apply the appropriate metering requirements.
- (e) If the Company determines that no suitable inside location can be made available, or

if there is no existing structure to provide said suitable location at the time that the service connection to the main is installed, it will require that the meter be installed outside in a Meter Vault or a Company-approved above-ground enclosure, located and built in accordance with the Company's specifications at the Customer's expense.

- (f) When a Premise is supplied by a Service Line judged by the Company to be unusually long, over 100 feet, the meter be installed outside in a Meter Vault or a Company-approved above-ground enclosure, located and built in accordance with the Company's specifications at the Customer's expense.
- (g) When more than one building, apartment or premises is supplied through a single service pipe, any violation of the Rules and Regulations of the Company with reference to either or any of the said buildings or premises shall be deemed a violation as to all and the water service shall be discontinued after the property has been posted for at least 30 days and reasonable opportunity allowed for each building or premises to attach their service pipes to separately controlled service connections which will be installed by the Company at the expense of the Customer.
- (h) Any repairs, maintenance or replacement necessary on the Customer's service pipe or any pipe or fixture in or upon the Customer's premises shall be performed by the Customer at his expense and risk.
- (i) Regulations may be repaired but not replaced until brought up to current standards at the Customer's expense.

10. PLUMBING MUST BE APPROVED BY COMPANY

- (a) All plumbing work in connection with the Company's water mains or appurtenances shall be submitted for the inspection by the Company, and no under ground work shall be covered up until inspected and approved by the Company. Whenever the Company determines that a job of plumbing is obviously defective, although not in direct violation of these rules and regulations, the Company will insist upon its being corrected before the water will be turned on.

11. CROSS CONNECTIONS NOT ALLOWED

No pipe or fixture connected with the mains of the Company shall be connected with pipes or fixtures supplied with water from any other source unless specifically approved by the Department of Public Health of The Commonwealth of Massachusetts. All such connections shall be subject to the Company's "Cross Connection Program" which is attached to these Rules

and Regulations as Attachment A.”

- (a) Piping systems supplying swimming pools or tanks in which water might become polluted, shall be so arranged as to preclude water from reentering the water distribution system by siphonage or other means. These installations shall in each case be approved by the Company.
- (b) Fire pumps and booster pumps of any nature may be connected only after notification to the Company and shall be constructed in such a manner to prevent cross connections and vacuum. Owner and operators of such equipment are liable for any and all damages to the Company property or other Customer's property during such operation.
- (c) The plumbing on all premises supplied from the Company's water system shall conform to the Commonwealth of Massachusetts plumbing codes, the Sanitary Code of the Town(s) where political subdivision is located, and/or regulations specified by the Department of Public Health.

12. DAMAGE TO METERS

- (a) Meters will be maintained by the Company at its expense insofar as ordinary wear is concerned. However, the Customer shall be responsible for the meter installed at a Customer premise indoors or in a meter pit and shall provide for proper protection of the meter against freezing, damage by hot water, and damage or loss by any other means. The repair of damaged meters shall be done by the Company, and the Customer shall assume the costs of such repairs, or if necessary, the replacement of the meter.
- (b) The Customer shall promptly notify the Company of any damage to the meter or its connections. The Customer shall permit no one who is not an agent of the Company or otherwise lawfully authorized to do so, to remove, inspect or tamper with the meter or other property of the Company.

13. [INTENTIONALLY LEFT BLANK]

14. METER TESTS AND TEST FEES

- (a) All meters are tested for accuracy before initial installation at a new premises and are also subjected to periodic tests. The Company may at any time remove any meter for routine tests, repairs or replacement and may, at its option and expense, test any meter when the Company has reason to believe that it is

registering inaccurately.

- (b) The Customer may request the Company or the Department of Public Utilities to make a special test of the accuracy of a meter, which test will be made in accordance with the standard provisions of the Department of Public Utilities. Such special test may be witnessed by the Customer or his authorized representative at the Customer's request.
- (c) For such special test, whether conducted by the Company or the Department, the fee as established herein shall be paid in advance by the Customer to the Company (if the request for the test is made to the Company) or to the Department (if the request is made to the Department). If the meter is found upon said test to be more than two percent incorrect to the prejudice of the Customer, the fee so paid shall be returned to the Customer by the Company or the Department, as applicable. If the meter is in error by more than 2%, it shall forthwith be adjusted by the Company, and the current bill shall be corrected based on the following formula: the meter error will be one-half of the algebraic sum of the error at maximum test flow plus the error at intermediate test flow. For example, if a meter tests at 100% accurate on the maximum flow and 100.4% on the intermediate flow the algebraic sum is 200.4%. One-half of this algebraic sum is 100.2% accuracy, which is within the approved 2% limit.
- (d) If dissatisfied with the Company's opinion, the Customer has the right to contact the Company and/or the Department of Public Utilities regarding further action or determination.

15. **PUBLIC FIRE HYDRANTS**

- (a) The use of fire hydrants will be restricted to the taking of water for the extinguishing of fires and water shall not be taken from any fire hydrant for construction purposes, sprinkling streets, flushing sewers or gutters or for other use unless specially permitted by the Company in writing for the particular time and occasion.
- (b) Inspections and tests of public hydrants will be made by the Company at convenient times and reasonable intervals.
- (c) **Unauthorized Use.**
No water shall be taken from a public hydrant except for fire purposes, unless authorized by the Company in writing. Persons using water without permission

of the Company shall be prosecuted to the full extent of the law.

16. PRIVATE FIRE SERVICE

- (a) The entire cost of the labor and materials for installing a private fire service from the main to the property line will be paid for by the Customer. The Company shall furnish, install, own and maintain all new service connections, provided the cost of excavation, backfill, and removal, and replacement of paving, walks, curbs, etc., including the hiring of traffic control personnel, and obtaining the street opening permits, necessarily incurred in respect to new services, shall be borne by the customer or other applicant for service. For replacement of services, the Company shall bear all costs. All work performed on the Customer's premises shall be done by the Customer at his expense.
- (b) A gate valve controlling the entire supply will be placed on the fire service between the main and the property line of the premises being served. Any valve pit or vault, which may be required, will be furnished at the expense of the Customer.
- (c) The private fire service shall be subject to the inspection, test and approval of the Company before the service is made effective.
- (d) A private fire service connection is furnished for the purpose of supplying water for the extinguishment of fires only, and no use of water from such connection for any other purpose shall be made without approval of the Company. The Company reserves the right, if water is used in violation of (a) above, to install a meter on the connection at any time at the Customer's expense which will meet the requirements of applicable fire insurance companies. In the event a meter is installed, the established meter rates, including both water and service charges, will apply in lieu of the above rates for Private Fire Protection.
- (e) The Customer shall notify the Company within a period of seventy-two (72) hours after any usage of the sprinkler system.
- (f) A detector check valve shall be furnished and installed by the Customer in accordance with Company requirements, just inside the building wall or other convenient location on the Customer's premises as designated by the Company
- (g) Any repairs or maintenance performed within the property of the Customer, whether done by the Customer or the Company, will be at the Customer's expense, and that performed in the street will be at the expense of the

Issued: September 28, 2015

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By: Thomas E. Berkley,
Vice President

Company.

- (h) Hydrants and other fixtures connected with a private fire service connection may be sealed by the Company and such seals shall be broken only in case of fire or as specially permitted by the Company, and the Customer must immediately notify the Company of the breaking of any such seal.
- (i) No pipe or fixture connected with a private fire service connection served by the Company shall be connected with pipes or fixtures supplied with water from any other source.
- (j) The Company shall determine the size and location of any connection made to its mains for private fire service.
- (k) The entire private fire service connection and all parts of it which are located outside of the property line of the Customer are and forever remain the property of and under the complete jurisdiction of the Company.
- (l) The Company shall determine the size and location of any connection made to its mains for private fire service.
- (m) No test of Fire Services shall be permitted without approval by the Company, (who may elect to have a representative present). They shall be scheduled to cause the least possible inconvenience to the Company's other Customers.
- (n) All private service connections shall be installed in a separate service connection line from the domestic service.

17. **DISCONTINUANCE OF WATER**

- (a) Service rendered to residential Customers may be terminated by the Company only as follows:
 - (1) If a bill is not paid within 45 days from receipt, or such longer period as may be required pursuant to Department of Public Utilities regulations, or
 - (2) As otherwise approved by the Department of Public Utilities.

With regard to any Customer where all residents are sixty-five (65) years of age or older, concurrently with any application by the Company to the Department of Public Utilities for approval to terminate service, the Company shall give written

notice to the Executive Office of Elder Affairs (or any agency designated by the Executive Office of Elder Affairs for such purposes), any third person required to be notified pursuant to Department of Public Utilities regulation 220 C.M.R. § 25.05(2) and the residents of such household. Prior to approval by the Department of Public Utilities of such application, the Company shall not send any notice threatening termination of service to any household which has notified the Company that all residents of the household are sixty-five (65) years of age or older.

In addition, pursuant to 220 C.M.R. § 25.03, the Company shall not terminate or refuse to restore service to a residential Customer if it is certified to the Company that the Customer or someone living at the Customer's premises is seriously ill or that there is domiciled at the Customer's premises a child under 12 months of age and the Customer's service has not been terminated for nonpayment before the birth of the child.

Service to a landlord Customer with residential tenants shall not be terminated, except in accordance with the requirements of 220 C.M.R. §§ 25.03(1) and 25.04.

- (b) Service rendered to non-residential Customers may be terminated by the Company, after reasonable notice, for any of the following reasons:
- (1) If a bill is not paid within 30 days from receipt,
 - (2) For willful or indifferent waste of water due to any cause, such as failure to repair service leaks within Customer's own property line.
 - (3) Misrepresentation in application as to identity.
 - (4) For vacancy.
 - (5) For nonpayment of any account for water supplied for water service.
 - (6) For failure to comply with Rule 4 (c) governing certain applications for service.
 - (7) For failure to provide reasonable access, at reasonable times, to the water meter and related appurtenances including remote meter readers, as required by, and authorized under, G.L. c. 165, sec. 11D.

- (8) For (a) failure to comply with applicable Department of Environmental Protection cross connection regulations (310 C.M.R. 22.22); or (b) failure to provide reasonable access, at reasonable times, to Customer premises for purposes of inspecting for cross connections.
- (9) For tampering with or by-passing the Company's meter, meter readers and related appurtenances, or for using any other device or means to obtain unauthorized water service.
- (10) As otherwise approved by the Department of Public Utilities.

Notwithstanding the foregoing requirement that reasonable notice be given by the Company prior to terminating service under this Rule 17(b), if in the reasonable judgment of the Company the existence of an unauthorized cross connection poses an immediate and significant risk to public health and safety, the Company may immediately discontinue service without prior notice to the Customer, provided that notice of the Company's action and the grounds therefore is given as soon as possible thereafter.

- (c) Whenever the Customer desires to have his service contract terminated or his water service discontinued, he shall so notify the Company. Until such notice is received by the Company and the Company has access to remove the meter or obtain the final readings, the Customer shall be responsible for the payment of all service rendered by the Company, including charges for meter repairs caused by damage by hot water or freezing or other external causes. A reasonable time after receipt of such notice shall be allowed the Company to take a final reading of the meter or meters and to discontinue service.
- (d) Discontinuing the supply of water to any premises for any reason shall not prevent the Company from pursuing any lawful remedies by action at law or otherwise for the collection of monies due from the Customer.

18. **RENEWAL OF WATER SERVICE AFTER DISCONTINUANCE**

When water service to any premises has been terminated for any reason other than temporary vacancy it will be renewed only (1) after the acceptance of a new application and when the conditions, circumstances or practices which caused the water service to be discontinued are corrected to the satisfaction of the Company, and upon the payment of all charges due and payable by the Customer in

accordance with the rates, rules and regulations or (2) as ordered by the Department of Public Utilities pursuant to 220 C.M.R. § 25.02(3); provided, however, that if service has been terminated because of non-payment by a Customer who is a landlord, individually metered tenants of the landlord may apply for service upon payment of an amount equal to a projected bill for a 30 day period and such portion of any arrearage of the landlord as may be determined in accordance with Department of Public Utilities regulations 220 C.M.R. § 25.04. A payment plan on overdue charges can be arranged if so desired.

19. TURN-ON CHARGE

- (a) Subject to a Customer's rights pursuant to Department of Public Utilities regulations 220 C.M.R. § 25.00 *et seq.*, when it has been necessary to discontinue water service to (1) any non-residential Customer because of violation of the rules and regulations or (2) any Customer on account of non-payment of any bill, a charge will be made to partly cover the expense of turning on the water and this charge together with any arrears that may be due the Company for charges against the Customer must be paid before the water will again be turned on.
- (b) If service to a non-residential Customer has been discontinued for non-payment during the prior 18 months, then before restoring service to such Customer the Company may require a deposit in accordance with Massachusetts Department of Public Utilities regulations 220 C.M.R § 26.00 *et seq.* as a guarantee of the payment of future bills. The amount of such deposit, including the adjustment and refund thereof, shall be governed by Department of Public Utilities regulations 220 C.M.R § 26.00 *et seq.*

20. BILLS FOR WATER SERVICE

- (a) Customers are responsible for furnishing the Company with their correct address. Failure to receive bills will not be considered an excuse for nonpayment nor permit an extension of the date when the account would be considered delinquent.
- (b) All bills will be sent to the address entered in the application unless the Company is notified in writing by the Customer of any change of address.
- (c) Payments shall be made by mail or to a precertified agent of the Company.

- (d) The Company will not be bound by bills rendered under mistake of fact as to the quantity of service rendered, except if that mistake is due to Company negligence or omission.

21. TERM OF PAYMENT

- (a) All bills shall be payable upon receipt. However, no residential bill shall be considered "due" less than forty-five (45) days from receipt.

No disputed portion of a bill which relates to the proper application of approved rates and charges, or the Company's compliance with these Rules, shall be considered "due" during the pendency of any complaint, investigation, hearing or appeal under Department of Public Utilities regulations 220 C.M.R. § 25.00 et seq. or these Rules and Regulations.

- (b) Special charges, such as temporary services, shall be payable on demand.
- (c) Bills for the basic service charge (including fire service) shall be due and payable in arrears. The Company may render bills on either a quarterly or monthly basis, depending upon the class and quantity of service rendered.
- (d) Bills for private fire service shall be payable quarterly or monthly in arrears.

22. ABATEMENTS AND REFUNDS

- (a) There shall be no abatement on the meter service charge, in whole or in part, by reason of the extended absence of the Customer, unless the service has been discontinued at his request. No abatement shall be made for leaks or for water wasted by improper or damaged service pipes or fixtures belonging to the Customer, or for water services left on due to vacancy.
- (b) If as a result of a bill the customer was not made aware of a hidden leak until receipt of a bill based on an actual reading, the customer may request an adjustment. In the case of an undetectable leak, a *one-time* adjustment may be made under the following conditions.
 - 1. To qualify for a leak adjustment the water billed must be three (3) times over the average level of consumption for the same billing periods over the last three year period.

2. The leak adjustment would be calculated to adjust the Customer's bill by fifty percent (50%) of the excess over the average level of consumption for the same billing periods, but only if the Customer promptly and properly repairs such leak when detected.
3. The Company may also agree to flexible payment arrangements for the remaining 50% of the excess over said average level of consumption; however, such arrangement shall not exceed one year.

23. **THEFT OF SERVICE**

In the event the Agawam Springs Water Company finds that a Customer is receiving water service without a meter, the Customer will be notified to install a meter and remedy the situation. If the Customer : (a) does not allow the Company personnel access to the property to install a meter; or (b) intentionally alters the Company's infrastructure in order to receive water without payment, the Company, as provided by G.L. c. 165, § 11 and the Company's charges approved by the DPU, will assess a Theft of Service Charge in an amount of the damages sustained (including the value of water used and the cost of labor and equipment repair and replacement) or \$1,000, whichever is greater.

24. **PRESSURE AND CONTINUITY OF SUPPLY**

- (a) The Company does not guarantee a sufficient or uniform pressure, or an uninterrupted supply of water and Customers are cautioned to provide sufficient storage of water where an absolutely uninterrupted storage supply must be assured, such as for steam boilers, domestic hot water systems, gas engines, medical equipment, etc.
- (b) In high level sections where pressure is low the Customer shall, if he desires a higher pressure than that furnished at the mains of the Company, install at his own expense a tank and/or booster pump, of a type and installation approved by the Company.
- (c) Where the pressure to a Customer's premises is greater than he/she wished, it shall be his/her responsibility to install the proper regulating device to reduce pressure to the extent desired.

- (d) The Company shall have the right to reserve sufficient supply of water at all times to provide for fire, health and sanitary requirements, whenever the public welfare may require it.

25. WATER CONSERVATION PLAN

- (a) The Company's "Water Conservation Plan" shall be considered part of the Rules and Regulations and is included as Attachment B.

26. INTERRUPTIONS IN WATER SUPPLY

- (a) The Company may at any time shut off the water in the mains in case of accident, or for the purpose of making connections, alterations, repairs, changes, or for other reasons, and may restrict the use of water to reserve a sufficient supply for public fire service or other emergencies whenever the public welfare may require it.

27. LIABILITY OF COMPANY

- (a) The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in the service, but it cannot and does not guarantee that such will not occur.
- (b) The Company shall in no event be liable for any damage or inconvenience caused by reason of any break, leak or defect in the Customer's service pipe or fixtures or any other indirect or consequential damages.

28. GENERAL

- (a) The service pipes, meters and fixtures on the Customer's premises shall at all reasonable hours be accessible to the Company for observation or inspection.
- (b) No person shall turn the water on or off at any street valve, corporation cock, curb cock, or other street connection, or disconnect or remove any meter without the consent of the Company. Penalties provided by law for any such action will be rigidly enforced.
- (c) Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service rendered to its Customers except as covered in these Rules and Regulations.

- (d) No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter of these rules and regulations.
- (e) Any complaint against the service or employees of the Company should be made at the office of the Company and preferably in writing.
- (f) The Company shall have the right to cut off the water supply to make repairs, changes or connections to its mains and other equipment. It will use reasonable effort to notify the Customer in advance of such discontinuance of service, but it will not be liable for any damage or inconvenience suffered by the Customer because of such discontinuance of service, or because of failure to notify the Customer in advance of its intention to discontinue service.

29. APPROVAL OF THE RULES AND REGULATIONS

- (a) All rules and regulations of the Company are subject to the approval of the Department of Public Utilities of the Commonwealth of Massachusetts and if any part thereof should be adjudged to be in violations of any rule or other made by the Department, then that particular part shall be ineffective but without in any way affecting the other portions thereof.

Schedule of Administrative Fees and Charges
(October 1, 2015)

Charge for testing meters 5/8" to 1":	\$50.00 (refundable if meter is more than 2% inaccurate)
Restoration Charge:	\$110 (during regular business hours) \$165 (during non-business hours)
Disconnection and Restoration Charges during Drought:	\$ 70 (during regular business hours) \$ 100 (during non-business hours)
Return Check Fee:	\$ 25.00

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Vice President

Turn-on Fee and Turn off Fee, during business hours:	\$55 for each service
Turn-on Fee and Turn off Fee, during non-business hours:	\$85 for each service
Cross-Connection device testing Fee, one device:	\$ 75.00
Cross-Connection, each additional device	\$ 35.00
Cross-Connection Testing Fee, during non-business hours:	\$ Actual Cost
Broken Meter Seal:	\$200.00
Unauthorized Use (per occurrence) of a public fire hydrant:	\$100.00
Hydrant Meter Rental:	\$120 plus cost of water A \$200 refundable deposit will be required for the meter.
Fire Flow Test:	\$200 Payment due prior to test.
Water Service Inspection Fee:	\$55 per visit

Connection Charges (payable at the time of connection to system)

Meter Size	
5/8" or 3/4"	\$2,500
1"	\$4,200
1 1/2"	\$8,400
2"	\$13,500
3"	\$27,000
4"	\$42,200
6"	\$84,400
8"	\$135,000

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Vice President

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF PUBLIC UTILITIES

AGAWAM SPRINGS WATER COMPANY, INC.

M. D. P. U. NO. 7

Cancelling M. D. P. U. NO. 5

REVISED RATES

Issued: **September 28, 2015**

AGAWAM SPRINGS WATER COMPANY, INC.

EFFECTIVE: **October 1, 2015**

Issued By: Thomas E. Berkley,
Vice President

RATES FOR METERED SERVICE

AVAILABILITY

These rates are available to all customers located on the mains of the Company for all purposes except fire service, subject to the RULES AND REGULATIONS of the AGAWAM SPRINGS WATER COMPANY, INC.

METER RATES

Charges for water sold will be the sum of the Service Charge by meter size PLUS a volumetric charge as follows, either on a monthly or quarterly basis as the Company may determine:

<u>Quarterly Charge</u>	<u>Per 1,000 gallons</u>
Up to 6,000 gallons/Quarter	\$8.87
More than 6,000 gallons/Quarter	\$11.11

Quarterly Charge per Meter:

<u>Meter Size</u>	
5/8" or 3/4"	\$51.82
1"	\$81.77
1 1/2"	\$156.66
2"	\$246.52
3"	\$486.16
4"	\$755.75
6"	\$1,504.62
8"	\$2,403.26

<u>Monthly Charges</u>	<u>Per 1,000 gallons</u>
Up to 2,000 gallons/Month	\$8.87
More than 2,000 gallons/Month	\$11.11

Monthly Charge per Meter:

<u>Meter Size</u>	
5/8" or 3/4"	\$17.27
1"	\$27.25
1 1/2"	\$52.22
2"	\$82.17
3"	\$162.05
4"	\$251.91
6"	\$501.54
8"	\$801.08

Each meter shall be billed in accordance with the above rate schedule either quarterly or monthly.
Each meter shall be billed separately in accordance with the above rate schedule.

TERMS OF PAYMENT

All bills for service shall be payable upon receipt. However, no residential bill shall be considered "due" under applicable law or these Regulations in less than forty-five (45) days from receipt.

RATES FOR PRIVATE FIRE SERVICE

AVAILABILITY

These rates are available to customers located on the mains of the Company for Private Fire Service subject to the RULES AND REGULATIONS of the AGAWAM SPRINGS WATER COMPANY, INC. The total cost of installing fire service connections shall be borne by the customer.

RATES

Quarterly Charge by Meter Size

<u>Service Size</u>	<u>\$ Per Quarter</u>
up to 2"	\$55.00
3"	\$159.00
4"	\$338.00
6"	\$982.00
8"	\$2,093.00
10"	\$3,765.00
12" and up	\$6,081.00

Monthly Charge by Meter Size

<u>Service Size</u>	<u>\$ Per Month</u>
up to 2"	\$18.33
3"	\$53.00
4"	\$112.66
6"	\$327.33
8"	\$697.66
10"	\$1,255.00
12" and up	\$2,027.00

TERMS OF PAYMENT

The Company shall render bills either quarterly or monthly. The above rates are payable within forty-five (45) days of the date of the bill.

SPECIAL PROVISIONS

- (a) All water shall be used for fire protection purposes only.
- (b) The Company reserves the right, if water is used in violation of (a) above, to install a meter on the connection at any time which will meet the requirements of the fire insurance companies. In the event a meter is installed, the established meter rates, including both water and minimum charges, will apply in addition to the above rates for Private Fire Protection.
- (c) A charge of \$250.00 will be made for each unauthorized use of private fire facilities for each event.

RATES FOR PUBLIC FIRE SERVICE

AVAILABILITY

These rates are available to customers located on the mains of the Company for Public Fire Service subject to the RULES AND REGULATIONS of the AGAWAM SPRINGS WATER COMPANY, INC.

Quarterly Charge per Meter Size

<u>Meter Size</u>	Public Fire Charge
5/8" or 3/4"	\$111.08
1"	\$185.13
1 1/2"	\$370.26
2"	\$592.42
3"	\$1,184.84
4"	\$1,851.31
6"	\$3,702.62
8"	\$5,924.20

Monthly Charge per Meter Size

<u>Meter Size</u>	Public Fire Charge
5/8" or 3/4"	\$37.02
1"	\$61.71
1 1/2"	\$123.42
2"	\$197.47
3"	\$394.94
4"	\$617.10
6"	\$1,234.20
8"	\$1,974.73

TERMS OF PAYMENT

The Company shall render bills either quarterly or monthly. The above rates are payable within forty-five (45) days of the date of the bill.

Attorneys at Law

RichMay
celebrating **75** years

Rich May, P.C. 176 Federal Street, Boston, MA 02110

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Email: ekrathwohl@richmaylaw.com

APPROVED	
DATE:	<i>Angela K. O'Leary</i>
	<i>Robert H. Hayes</i>
	<i>Robert H. Hayes</i>
	COMMISSIONERS, D.P.U.

September 28, 2015

By Hand and E-filing

Mark D. Marini, Secretary
Department of Public Utilities
One South Station
Boston, MA 02110

Re: Agawam Springs Water Company, Inc., D.P.U. 15-76

Dear Mr. Marini:

On behalf of Agawam Springs Water Company, Inc. (the "Company"), enclosed are rate schedules M.D.P.U. 7 and M.D.P.U. 8, filed in compliance with the Department's order issued September 28, 2015 in the above-referenced proceeding (the "Order"). As specified in the Order, the rate schedules are consistent with those filed on July 30, 2015, excepting the dates and tariff numbers.

Please contact the undersigned should there be any questions about this filing. Thank you for your consideration.

Very truly yours,

Eric J. Krathwohl
Eric J. Krathwohl

EJK/ks
Encl.

cc: Tina Chin, Esq., Hearing Officer
Kevin Brannelly, Director - Rates and Revenue Requirements Division
Kevin Penders, Esq. - General Counsel
George Yiankos, Director - Gas and Water Division
Paul Osborne, Gas and Water Division
John Geary, Esq., Asst. AG

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF PUBLIC UTILITIES

AGAWAM SPRINGS WATER COMPANY, INC.

M. D. P. U. NO. 7

Cancelling M. D. P. U. NO. 5

REVISED RATES

Issued: **September 28, 2015**

AGAWAM SPRINGS WATER COMPANY, INC.

EFFECTIVE: **October 1, 2015**

Issued By: Thomas E. Berkley,
Vice President

RATES FOR METERED SERVICE

AVAILABILITY

These rates are available to all customers located on the mains of the Company for all purposes except fire service, subject to the RULES AND REGULATIONS of the AGAWAM SPRINGS WATER COMPANY, INC.

METER RATES

Charges for water sold will be the sum of the Service Charge by meter size PLUS a volumetric charge as follows, either on a monthly or quarterly basis as the Company may determine:

<u>Quarterly Charge</u>	<u>Per 1,000 gallons</u>
Up to 6,000 gallons/Quarter	\$8.87
More than 6,000 gallons/Quarter	\$11.11

Quarterly Charge per Meter:

<u>Meter Size</u>	
5/8" or 3/4"	\$51.82
1"	\$81.77
1 1/2"	\$156.66
2"	\$246.52
3"	\$486.16
4"	\$755.75
6"	\$1,504.62
8"	\$2,403.26

<u>Monthly Charges</u>	<u>Per 1,000 gallons</u>
Up to 2,000 gallons/Month	\$8.87
More than 2,000 gallons/Month	\$11.11

Monthly Charge per Meter:

<u>Meter Size</u>	
5/8" or 3/4"	\$17.27
1"	\$27.25
1 1/2"	\$52.22
2"	\$82.17
3"	\$162.05
4"	\$251.91
6"	\$501.54
8"	\$801.08

Each meter shall be billed in accordance with the above rate schedule either quarterly or monthly.
Each meter shall be billed separately in accordance with the above rate schedule.

TERMS OF PAYMENT

All bills for service shall be payable upon receipt. However, no residential bill shall be considered "due" under applicable law or these Regulations in less than forty-five (45) days from receipt.

RATES FOR PRIVATE FIRE SERVICE

AVAILABILITY

These rates are available to customers located on the mains of the Company for Private Fire Service subject to the RULES AND REGULATIONS of the AGAWAM SPRINGS WATER COMPANY, INC. The total cost of installing fire service connections shall be borne by the customer.

RATES

Quarterly Charge by Meter Size

<u>Service Size</u>	<u>\$ Per Quarter</u>
up to 2"	\$55.00
3"	\$159.00
4"	\$338.00
6"	\$982.00
8"	\$2,093.00
10"	\$3,765.00
12" and up	\$6,081.00

Monthly Charge by Meter Size

<u>Service Size</u>	<u>\$ Per Month</u>
up to 2"	\$18.33
3"	\$53.00
4"	\$112.66
6"	\$327.33
8"	\$697.66
10"	\$1,255.00
12" and up	\$2,027.00

TERMS OF PAYMENT

The Company shall render bills either quarterly or monthly. The above rates are payable within forty-five (45) days of the date of the bill.

SPECIAL PROVISIONS

- (a) All water shall be used for fire protection purposes only.
- (b) The Company reserves the right, if water is used in violation of (a) above, to install a meter on the connection at any time which will meet the requirements of the fire insurance companies. In the event a meter is installed, the established meter rates, including both water and minimum charges, will apply in addition to the above rates for Private Fire Protection.
- (c) A charge of \$250.00 will be made for each unauthorized use of private fire facilities for each event.

RATES FOR PUBLIC FIRE SERVICE

AVAILABILITY

These rates are available to customers located on the mains of the Company for Public Fire Service subject to the RULES AND REGULATIONS of the AGAWAM SPRINGS WATER COMPANY, INC.

Quarterly Charge per Meter Size

<u>Meter Size</u>	Public Fire Charge
5/8" or 3/4"	\$111.08
1"	\$185.13
1 1/2"	\$370.26
2"	\$592.42
3"	\$1,184.84
4"	\$1,851.31
6"	\$3,702.62
8"	\$5,924.20

Monthly Charge per Meter Size

<u>Meter Size</u>	Public Fire Charge
5/8" or 3/4"	\$37.02
1"	\$61.71
1 1/2"	\$123.42
2"	\$197.47
3"	\$394.94
4"	\$617.10
6"	\$1,234.20
8"	\$1,974.73

TERMS OF PAYMENT

The Company shall render bills either quarterly or monthly. The above rates are payable within forty-five (45) days of the date of the bill.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES

AGAWAM SPRINGS WATER COMPANY INC.

M.D.P.U. No. 8

RULES AND REGULATIONS

Cancelling

AGAWAM SPRINGS WATER COMPANY, INC.

M. D. P. U. NO. 6

RULES AND REGULATIONS

1. RULES AND REGULATIONS GOVERN RENDERING OF SERVICE

These Rules and Regulations and all subsequent changes in same, or amendments and additions thereto, as approved by the Massachusetts Department of Public Utilities, are a part of the contract with every customer of Agawam Springs Water Company, and each such customer agrees to be bound hereby.

2. DEFINITIONS APPLICATION OF FOLLOWING SECTIONS

The words "Company" or "Water Company" refer to the Agawam Springs Water Company Inc.

The word "Department" refers to the Massachusetts Department of Public Utilities.

The word "Customer" shall mean any person, firm, corporation, government, or governmental division or other entity who has applied for and received water service supplied by Agawam Springs Water Company Inc.

The words "main" or "main pipe" shall mean the supply pipe from which service connections are made to supply water to Customers.

The words "service pipe" or "service connection" shall mean the pipe running from the main pipe to the property line of the Customer, which shall be in conformity with the requirements of section 4.(d) below.

The words "seasonal use" shall mean an intermittent use, season after season, at the same premises.

The words "public water system" refer to the water system owned and operated by Agawam Springs Water Company Inc.

The word "premises" as used herein shall be restricted to the following:

- (a) A building under one roof owned or leased by one Customer and occupied as one residence or one place of business.
- (b) A combination of buildings owned by one Customer in one common enclosure, or occupied by one family, or one corporation or firm, as a residence or place of business.
- (c) Each unit of a multiple house or building separated by a solid vertical partition

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Vice President

wall, occupied by one family, or one firm, as a residence or place of business.

- (d) A building owned by one Customer having a number of apartments, offices, or lofts, which are rented to tenants, using in common one hall and one or more means of entrance.

3. **APPLICATION FOR WATER SERVICE**

- (a) Application for water service through an existing street service connection shall be made to the Company by the owner of the premises to be supplied, or his duly authorized representative.
- (b) No agreement will be entered into by the Company with an applicant until all arrears and charges due by the applicant at any premises now or heretofore occupied by him shall have been paid. A payment plan on overdue charges can be arranged if so desired.
- (c) For billing purposes, tenants at non-residential premises may also make application for water service through an existing street service connection and may pay the charges for water service or any other charge that may accrue.
- (d) The property owner will be required to contract for water service furnished to premises where the tenants are changing more than twice a year.
- (e) Any change in the identity of the contracting Customer at any premises will require a new application and the Company may, after reasonable notice, discontinue the water service until such new application has been made and accepted.

4. **APPLICATION FOR NEW WATER SERVICE CONNECTION**

- (a) The Company shall furnish, install, own and maintain all new service connections, meters and meter installations, provided the costs of excavation, backfill, and removal, and replacement of paving, walks, curbs, etc., including the hiring of traffic control personnel, and obtaining the street opening permits, necessarily incurred in respect to new services, shall be borne by the Customer or other applicant for service. For replacement of service connections, the Company shall bear all costs.

- (c) The Company will make all connections to its mains and will specify the size, kind and quality of all service connection materials.
- (d) As used herein, service connection means the service pipe from the main to the property line of the premises to be serviced, including the corporation cock, curb cock, and curb box, and shall be laid at a right angle to the main; and shall not cross intervening properties, and will be furnished and installed by, and shall remain the property of the Company and under its sole control and jurisdiction.
- (e) Where a service connection is already laid to the property line, the Customer shall connect with the service connection as laid. Connections must be made in accordance with all other Company Rules and Regulations. Water Service will not be turned on until such time as a meter is set in accordance with the Company's Rules and Regulations.
- (g) The curb box shall be set at or near the curb or property line and shall be kept accessible at all times.
- (h) New service connections shall not be laid during the months of November, December, January, February and March except at the discretion of the Company.
- (i) The service connection from the main to the property line will be maintained by the Company at its expense.
- (j) The Company shall in no event be responsible for maintenance of or for damage done by water escaping from the service pipe or any other pipe and fixtures on the customer's premise side of the curb cock.

5. CUSTOMER'S SERVICE PIPES — EXISTING STREET SERVICE CONNECTION

- (a) The Company will specify the size, kind and quality of the materials which shall be laid between the property line and structures on the premises to be supplied.
- (b) The service pipe from the property line to the place of consumption shall be furnished and installed by the Customer at his sole expense and risk. Any repairs, maintenance or replacement necessary on the Customer's service pipe or any pipe

or fixture in or upon the Customer's premises shall be performed by the Customer at his sole expense and risk. The Customer shall promptly notify the Company of any leak, defect or damage affecting the service pipe between the property line and the point where metered.

- (c) The Customer's service pipe and all connections and fixtures attached thereto shall be subject to the inspection and approval of the Company before the water will be turned on.
- (d) The Customer's service pipe shall be laid at all points at least four and one-half feet below the surface of the ground and shall be placed on firm and continuous earth so as to give unyielding and permanent support, and shall be installed in a trench at least ten feet in a horizontal direction from any sewer line, septic tank or leaching field and at least three feet from any other buried line or conduit. Any vertical crossings shall be at least two feet and any sewer lines must be under the water line. Existing or future crossings, public or private, must be made known to the Company.

Exceptions may be granted in writing by the Company after approval of other agencies as required.

- (e) The Customer shall make all changes in his portion of the service pipe required on account of changes of grade, relocation of mains or other causes.
- (f) No fixture shall be attached to or any branch made in the service pipe between the meter and the street main.
- (g) Each premise or private fire service connection shall be supplied through an independent service pipe from a separate curb cock and box, and all double houses, apartment houses, office buildings or business blocks shall have a separate service connection and curb box for each tenant unless otherwise specifically approved or ordered by the Company in which event the owner is solely responsible for all water used on and in said buildings or premises.

6. SPECIAL APPLICATIONS FOR WATER SERVICE

- (a) Water for transient, temporary or special purposes must be specially applied for.
- (b) Whenever a street service connection is made to the mains for temporary service,

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or for building or construction purposes, the applicant will bear the entire cost and expense of installing and maintaining such service, and shall bear the entire cost and expense of eliminating such service (if required) when temporary usage has terminated. The applicant will be liable for the amount of water used in accordance with the schedule of rates of the Company.

7. CUSTOMER'S LIABILITY FOR CHARGES

(a) A Customer who has made application for water service to any premises shall be held liable for all water service furnished to such premises until such time as the Customer properly notifies the Company to discontinue the service for his account and a final meter reading is obtained

8. BASIC SERVICE CHARGES

(a) The minimum charge for annual Customers shall be payable in arrears.

9. METERED SERVICE: LOCATION OF METERS

(a) The Company shall specify all metering equipment requirements and determine the location of meters; all meters must be installed at the time the service is connected to the main. Meters will be furnished and installed by the entity that constructs the customers' buildings and will be contributed to the Company, which shall own the meters and maintain, replace and, if applicable, remove the meters thereafter.

(b) **Single Family Residential Construction.** Meters shall be installed inside a building and must be installed in a suitable location which will provide adequate protection against freezing or other damage and ready access for testing and reading. Each inside meter setting must be located where the Service Line enters the building in a horizontal position not less than 18" or more than 36" above the floor.

(c) **Multi Family Residential Construction.**

For multi family construction with less than six (6) individual living units, the Company will require an individual metered connection for each unit. The Company will allow the applicant to install one service connection to the main and manifold the individual unit connections to facilitate construction. The

Company will size the service to insure proper service to each living unit. A separate meter room with outside access and key must be provided to the Company. Each individual meter must be installed with a locking style meter horn as approved by the Company. All meters must be installed in a suitable location which will provide adequate protection against freezing or other damage. Each inside meter setting must be located where the Service Line enters the building in a horizontal position not less than 18" or more than 36" above the floor.

For multi family construction greater than six (6) individual living units and due to construction constraints, the Company will allow the installation of one (1) metered connection to service the premises. A separate meter room with outside access and key must be provided to the Company. All meters must be installed in a suitable location which will provide adequate protection against freezing or other damage. Each inside meter setting must be located where the Service Line enters the building in a horizontal position not less than 18" or more than 36" above the floor. When it is determined by the Company that the required meter size is greater than 2", the Customer will be required to install the meter in compliance with applicable Confined Space Regulations.

(c) **Other Construction.**

For other construction, a separate meter room with outside access and key must be provided to the Company. All meters must be installed in a suitable location which will provide adequate protection against freezing or other damage. Each inside meter setting must be located where the Service Line enters the building in a horizontal position not less than 18" or more than 36" above the floor. When it is determined by the Company that the required meter size is greater than 2", the Customer will be required to install the meter in compliance with applicable Confined Space Regulations.

(d) **Service Reuse.** In the event that an existing service connection and meter is to be reused due to a change in the original use of the property, the Customer must apply to the Company for approval. The Company will evaluate the change in use and apply the appropriate metering requirements.

(e) If the Company determines that no suitable inside location can be made available, or

if there is no existing structure to provide said suitable location at the time that the service connection to the main is installed, it will require that the meter be installed outside in a Meter Vault or a Company-approved above-ground enclosure, located and built in accordance with the Company's specifications at the Customer's expense.

- (f) When a Premise is supplied by a Service Line judged by the Company to be unusually long, over 100 feet, the meter be installed outside in a Meter Vault or a Company-approved above-ground enclosure, located and built in accordance with the Company's specifications at the Customer's expense.
- (g) When more than one building, apartment or premises is supplied through a single service pipe, any violation of the Rules and Regulations of the Company with reference to either or any of the said buildings or premises shall be deemed a violation as to all and the water service shall be discontinued after the property has been posted for at least 30 days and reasonable opportunity allowed for each building or premises to attach their service pipes to separately controlled service connections which will be installed by the Company at the expense of the Customer.
- (h) Any repairs, maintenance or replacement necessary on the Customer's service pipe or any pipe or fixture in or upon the Customer's premises shall be performed by the Customer at his expense and risk.
- (i) Regulations may be repaired but not replaced until brought up to current standards at the Customer's expense.

10. **PLUMBING MUST BE APPROVED BY COMPANY**

- (a) All plumbing work in connection with the Company's water mains or appurtenances shall be submitted for the inspection by the Company, and no under ground work shall be covered up until inspected and approved by the Company. Whenever the Company determines that a job of plumbing is obviously defective, although not in direct violation of these rules and regulations, the Company will insist upon its being corrected before the water will be turned on.

11. **CROSS CONNECTIONS NOT ALLOWED**

No pipe or fixture connected with the mains of the Company shall be connected with pipes or fixtures supplied with water from any other source unless specifically approved by the Department of Public Health of The Commonwealth of Massachusetts. All such connections shall be subject to the Company's "Cross Connection Program" which is attached to these Rules

and Regulations as Attachment A.”

- (a) Piping systems supplying swimming pools or tanks in which water might become polluted, shall be so arranged as to preclude water from reentering the water distribution system by siphonage or other means. These installations shall in each case be approved by the Company.
- (b) Fire pumps and booster pumps of any nature may be connected only after notification to the Company and shall be constructed in such a manner to prevent cross connections and vacuum. Owner and operators of such equipment are liable for any and all damages to the Company property or other Customer's property during such operation.
- (c) The plumbing on all premises supplied from the Company's water system shall conform to the Commonwealth of Massachusetts plumbing codes, the Sanitary Code of the Town(s) where political subdivision is located, and/or regulations specified by the Department of Public Health.

12. DAMAGE TO METERS

- (a) Meters will be maintained by the Company at its expense insofar as ordinary wear is concerned. However, the Customer shall be responsible for the meter installed at a Customer premise indoors or in a meter pit and shall provide for proper protection of the meter against freezing, damage by hot water, and damage or loss by any other means. The repair of damaged meters shall be done by the Company, and the Customer shall assume the costs of such repairs, or if necessary, the replacement of the meter.
- (b) The Customer shall promptly notify the Company of any damage to the meter or its connections. The Customer shall permit no one who is not an agent of the Company or otherwise lawfully authorized to do so, to remove, inspect or tamper with the meter or other property of the Company.

13. [INTENTIONALLY LEFT BLANK]

14. METER TESTS AND TEST FEES

- (a) All meters are tested for accuracy before initial installation at a new premises and are also subjected to periodic tests. The Company may at any time remove any meter for routine tests, repairs or replacement and may, at its option and expense, test any meter when the Company has reason to believe that it is

registering inaccurately.

- (b) The Customer may request the Company or the Department of Public Utilities to make a special test of the accuracy of a meter, which test will be made in accordance with the standard provisions of the Department of Public Utilities. Such special test may be witnessed by the Customer or his authorized representative at the Customer's request.
- (c) For such special test, whether conducted by the Company or the Department, the fee as established herein shall be paid in advance by the Customer to the Company (if the request for the test is made to the Company) or to the Department (if the request is made to the Department). If the meter is found upon said test to be more than two percent incorrect to the prejudice of the Customer, the fee so paid shall be returned to the Customer by the Company or the Department, as applicable. If the meter is in error by more than 2%, it shall forthwith be adjusted by the Company, and the current bill shall be corrected based on the following formula: the meter error will be one-half of the algebraic sum of the error at maximum test flow plus the error at intermediate test flow. For example, if a meter tests at 100% accurate on the maximum flow and 100.4% on the intermediate flow the algebraic sum is 200.4%. One-half of this algebraic sum is 100.2% accuracy, which is within the approved 2% limit.
- (d) If dissatisfied with the Company's opinion, the Customer has the right to contact the Company and/or the Department of Public Utilities regarding further action or determination.

15. **PUBLIC FIRE HYDRANTS**

- (a) The use of fire hydrants will be restricted to the taking of water for the extinguishing of fires and water shall not be taken from any fire hydrant for construction purposes, sprinkling streets, flushing sewers or gutters or for other use unless specially permitted by the Company in writing for the particular time and occasion.
- (b) Inspections and tests of public hydrants will be made by the Company at convenient times and reasonable intervals.
- (c) **Unauthorized Use.**
No water shall be taken from a public hydrant except for fire purposes, unless authorized by the Company in writing. Persons using water without permission

of the Company shall be prosecuted to the full extent of the law.

16. PRIVATE FIRE SERVICE

- (a) The entire cost of the labor and materials for installing a private fire service from the main to the property line will be paid for by the Customer. The Company shall furnish, install, own and maintain all new service connections, provided the cost of excavation, backfill, and removal, and replacement of paving, walks, curbs, etc., including the hiring of traffic control personnel, and obtaining the street opening permits, necessarily incurred in respect to new services, shall be borne by the customer or other applicant for service. For replacement of services, the Company shall bear all costs. All work performed on the Customer's premises shall be done by the Customer at his expense.
- (b) A gate valve controlling the entire supply will be placed on the fire service between the main and the property line of the premises being served. Any valve pit or vault, which may be required, will be furnished at the expense of the Customer.
- (c) The private fire service shall be subject to the inspection, test and approval of the Company before the service is made effective.
- (d) A private fire service connection is furnished for the purpose of supplying water for the extinguishment of fires only, and no use of water from such connection for any other purpose shall be made without approval of the Company. The Company reserves the right, if water is used in violation of (a) above, to install a meter on the connection at any time at the Customer's expense which will meet the requirements of applicable fire insurance companies. In the event a meter is installed, the established meter rates, including both water and service charges, will apply in lieu of the above rates for Private Fire Protection.
- (e) The Customer shall notify the Company within a period of seventy-two (72) hours after any usage of the sprinkler system.
- (f) A detector check valve shall be furnished and installed by the Customer in accordance with Company requirements, just inside the building wall or other convenient location on the Customer's premises as designated by the Company
- (g) Any repairs or maintenance performed within the property of the Customer, whether done by the Customer or the Company, will be at the Customer's expense, and that performed in the street will be at the expense of the

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Company.

- (h) Hydrants and other fixtures connected with a private fire service connection may be sealed by the Company and such seals shall be broken only in case of fire or as specially permitted by the Company, and the Customer must immediately notify the Company of the breaking of any such seal.
- (i) No pipe or fixture connected with a private fire service connection served by the Company shall be connected with pipes or fixtures supplied with water from any other source.
- (j) The Company shall determine the size and location of any connection made to its mains for private fire service.
- (k) The entire private fire service connection and all parts of it which are located outside of the property line of the Customer are and forever remain the property of and under the complete jurisdiction of the Company.
- (l) The Company shall determine the size and location of any connection made to its mains for private fire service.
- (m) No test of Fire Services shall be permitted without approval by the Company, (who may elect to have a representative present). They shall be scheduled to cause the least possible inconvenience to the Company's other Customers.
- (n) All private service connections shall be installed in a separate service connection line from the domestic service.

17. DISCONTINUANCE OF WATER

- (a) Service rendered to residential Customers may be terminated by the Company only as follows:
 - (1) If a bill is not paid within 45 days from receipt, or such longer period as may be required pursuant to Department of Public Utilities regulations, or
 - (2) As otherwise approved by the Department of Public Utilities.

With regard to any Customer where all residents are sixty-five (65) years of age or older, concurrently with any application by the Company to the Department of Public Utilities for approval to terminate service, the Company shall give written

notice to the Executive Office of Elder Affairs (or any agency designated by the Executive Office of Elder Affairs for such purposes), any third person required to be notified pursuant to Department of Public Utilities regulation 220 C.M.R. § 25.05(2) and the residents of such household. Prior to approval by the Department of Public Utilities of such application, the Company shall not send any notice threatening termination of service to any household which has notified the Company that all residents of the household are sixty-five (65) years of age or older.

In addition, pursuant to 220 C.M.R. § 25.03, the Company shall not terminate or refuse to restore service to a residential Customer if it is certified to the Company that the Customer or someone living at the Customer's premises is seriously ill or that there is domiciled at the Customer's premises a child under 12 months of age and the Customer's service has not been terminated for nonpayment before the birth of the child.

Service to a landlord Customer with residential tenants shall not be terminated, except in accordance with the requirements of 220 C.M.R. §§ 25.03(1) and 25.04.

- (b) Service rendered to non-residential Customers may be terminated by the Company, after reasonable notice, for any of the following reasons:
- (1) If a bill is not paid within 30 days from receipt,
 - (2) For willful or indifferent waste of water due to any cause, such as failure to repair service leaks within Customer's own property line.
 - (3) Misrepresentation in application as to identity.
 - (4) For vacancy.
 - (5) For nonpayment of any account for water supplied for water service.
 - (6) For failure to comply with Rule 4 (c) governing certain applications for service.
 - (7) For failure to provide reasonable access, at reasonable times, to the water meter and related appurtenances including remote meter readers, as required by, and authorized under, G.L. c. 165, sec. 11D.

- (8) For (a) failure to comply with applicable Department of Environmental Protection cross connection regulations (310 C.M.R. 22.22); or (b) failure to provide reasonable access, at reasonable times, to Customer premises for purposes of inspecting for cross connections.
- (9) For tampering with or by-passing the Company's meter, meter readers and related appurtenances, or for using any other device or means to obtain unauthorized water service.
- (10) As otherwise approved by the Department of Public Utilities.

Notwithstanding the foregoing requirement that reasonable notice be given by the Company prior to terminating service under this Rule 17(b), if in the reasonable judgment of the Company the existence of an unauthorized cross connection poses an immediate and significant risk to public health and safety, the Company may immediately discontinue service without prior notice to the Customer, provided that notice of the Company's action and the grounds therefore is given as soon as possible thereafter.

- (c) Whenever the Customer desires to have his service contract terminated or his water service discontinued, he shall so notify the Company. Until such notice is received by the Company and the Company has access to remove the meter or obtain the final readings, the Customer shall be responsible for the payment of all service rendered by the Company, including charges for meter repairs caused by damage by hot water or freezing or other external causes. A reasonable time after receipt of such notice shall be allowed the Company to take a final reading of the meter or meters and to discontinue service.
- (d) Discontinuing the supply of water to any premises for any reason shall not prevent the Company from pursuing any lawful remedies by action at law or otherwise for the collection of monies due from the Customer.

18. **RENEWAL OF WATER SERVICE AFTER DISCONTINUANCE**

When water service to any premises has been terminated for any reason other than temporary vacancy it will be renewed only (1) after the acceptance of a new application and when the conditions, circumstances or practices which caused the water service to be discontinued are corrected to the satisfaction of the Company, and upon the payment of all charges due and payable by the Customer in

accordance with the rates, rules and regulations or (2) as ordered by the Department of Public Utilities pursuant to 220 C.M.R. § 25.02(3); provided, however, that if service has been terminated because of non-payment by a Customer who is a landlord, individually metered tenants of the landlord may apply for service upon payment of an amount equal to a projected bill for a 30 day period and such portion of any arrearage of the landlord as may be determined in accordance with Department of Public Utilities regulations 220 C.M.R. § 25.04. A payment plan on overdue charges can be arranged if so desired.

19. TURN-ON CHARGE

- (a) Subject to a Customer's rights pursuant to Department of Public Utilities regulations 220 C.M.R. § 25.00 *et seq.*, when it has been necessary to discontinue water service to (1) any non-residential Customer because of violation of the rules and regulations or (2) any Customer on account of non-payment of any bill, a charge will be made to partly cover the expense of turning on the water and this charge together with any arrears that may be due the Company for charges against the Customer must be paid before the water will again be turned on.
- (b) If service to a non-residential Customer has been discontinued for non-payment during the prior 18 months, then before restoring service to such Customer the Company may require a deposit in accordance with Massachusetts Department of Public Utilities regulations 220 C.M.R § 26.00 *et seq.* as a guarantee of the payment of future bills. The amount of such deposit, including the adjustment and refund thereof, shall be governed by Department of Public Utilities regulations 220 C.M.R § 26.00 *et seq.*

20. BILLS FOR WATER SERVICE

- (a) Customers are responsible for furnishing the Company with their correct address. Failure to receive bills will not be considered an excuse for nonpayment nor permit an extension of the date when the account would be considered delinquent.
- (b) All bills will be sent to the address entered in the application unless the Company is notified in writing by the Customer of any change of address.
- (c) Payments shall be made by mail or to a precertified agent of the Company.

- (d) The Company will not be bound by bills rendered under mistake of fact as to the quantity of service rendered, except if that mistake is due to Company negligence or omission.

21. TERM OF PAYMENT

- (a) All bills shall be payable upon receipt. However, no residential bill shall be considered "due" less than forty-five (45) days from receipt.

No disputed portion of a bill which relates to the proper application of approved rates and charges, or the Company's compliance with these Rules, shall be considered "due" during the pendency of any complaint, investigation, hearing or appeal under Department of Public Utilities regulations 220 C.M.R. § 25.00 et seq. or these Rules and Regulations.

- (b) Special charges, such as temporary services, shall be payable on demand.
- (c) Bills for the basic service charge (including fire service) shall be due and payable in arrears. The Company may render bills on either a quarterly or monthly basis, depending upon the class and quantity of service rendered.
- (d) Bills for private fire service shall be payable quarterly or monthly in arrears.

22. ABATEMENTS AND REFUNDS

- (a) There shall be no abatement on the meter service charge, in whole or in part, by reason of the extended absence of the Customer, unless the service has been discontinued at his request. No abatement shall be made for leaks or for water wasted by improper or damaged service pipes or fixtures belonging to the Customer, or for water services left on due to vacancy.
- (b) If as a result of a bill the customer was not made aware of a hidden leak until receipt of a bill based on an actual reading, the customer may request an adjustment. In the case of an undetectable leak, a *one-time* adjustment may be made under the following conditions.
 - 1. To qualify for a leak adjustment the water billed must be three (3) times over the average level of consumption for the same billing periods over the last three year period.

2. The leak adjustment would be calculated to adjust the Customer's bill by fifty percent (50%) of the excess over the average level of consumption for the same billing periods, but only if the Customer promptly and properly repairs such leak when detected.
3. The Company may also agree to flexible payment arrangements for the remaining 50% of the excess over said average level of consumption; however, such arrangement shall not exceed one year.

23. **THEFT OF SERVICE**

In the event the Agawam Springs Water Company finds that a Customer is receiving water service without a meter, the Customer will be notified to install a meter and remedy the situation. If the Customer : (a) does not allow the Company personnel access to the property to install a meter; or (b) intentionally alters the Company's infrastructure in order to receive water without payment, the Company, as provided by G.L. c. 165, § 11 and the Company's charges approved by the DPU, will assess a Theft of Service Charge in an amount of the damages sustained (including the value of water used and the cost of labor and equipment repair and replacement) or \$1,000, whichever is greater.

24. **PRESSURE AND CONTINUITY OF SUPPLY**

- (a) The Company does not guarantee a sufficient or uniform pressure, or an uninterrupted supply of water and Customers are cautioned to provide sufficient storage of water where an absolutely uninterrupted storage supply must be assured, such as for steam boilers, domestic hot water systems, gas engines, medical equipment, etc.
- (b) In high level sections where pressure is low the Customer shall, if he desires a higher pressure than that furnished at the mains of the Company, install at his own expense a tank and/or booster pump, of a type and installation approved by the Company.
- (c) Where the pressure to a Customer's premises is greater than he/she wished, it shall be his/her responsibility to install the proper regulating device to reduce pressure to the extent desired.

- (d) The Company shall have the right to reserve sufficient supply of water at all times to provide for fire, health and sanitary requirements, whenever the public welfare may require it.

25. WATER CONSERVATION PLAN

- (a) The Company's "Water Conservation Plan" shall be considered part of the Rules and Regulations and is included as Attachment B.

26. INTERRUPTIONS IN WATER SUPPLY

- (a) The Company may at any time shut off the water in the mains in case of accident, or for the purpose of making connections, alterations, repairs, changes, or for other reasons, and may restrict the use of water to reserve a sufficient supply for public fire service or other emergencies whenever the public welfare may require it.

27. LIABILITY OF COMPANY

- (a) The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in the service, but it cannot and does not guarantee that such will not occur.
- (b) The Company shall in no event be liable for any damage or inconvenience caused by reason of any break, leak or defect in the Customer's service pipe or fixtures or any other indirect or consequential damages.

28. GENERAL

- (a) The service pipes, meters and fixtures on the Customer's premises shall at all reasonable hours be accessible to the Company for observation or inspection.
- (b) No person shall turn the water on or off at any street valve, corporation cock, curb cock, or other street connection, or disconnect or remove any meter without the consent of the Company. Penalties provided by law for any such action will be rigidly enforced.
- (c) Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service rendered to its Customers except as covered in these Rules and Regulations.

- (d) No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter of these rules and regulations.
- (e) Any complaint against the service or employees of the Company should be made at the office of the Company and preferably in writing.
- (f) The Company shall have the right to cut off the water supply to make repairs, changes or connections to its mains and other equipment. It will use reasonable effort to notify the Customer in advance of such discontinuance of service, but it will not be liable for any damage or inconvenience suffered by the Customer because of such discontinuance of service, or because of failure to notify the Customer in advance of its intention to discontinue service.

29. APPROVAL OF THE RULES AND REGULATIONS

- (a) All rules and regulations of the Company are subject to the approval of the Department of Public Utilities of the Commonwealth of Massachusetts and if any part thereof should be adjudged to be in violation of any rule or other made by the Department, then that particular part shall be ineffective but without in any way affecting the other portions thereof.

Schedule of Administrative Fees and Charges
(October 1, 2015)

Charge for testing meters 5/8" to 1":	\$50.00 (refundable if meter is more than 2% inaccurate)
Restoration Charge:	\$110 (during regular business hours) \$165 (during non-business hours)
Disconnection and Restoration Charges during Drought:	\$ 70 (during regular business hours) \$ 100 (during non-business hours)
Return Check Fee:	\$ 25.00

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Turn-on Fee and Turn off Fee, during business hours:	\$55 for each service
Turn-on Fee and Turn off Fee, during non-business hours:	\$85 for each service
Cross-Connection device testing Fee, one device:	\$ 75.00
Cross-Connection, each additional device	\$ 35.00
Cross-Connection Testing Fee, during non-business hours:	\$ Actual Cost
Broken Meter Seal:	\$200.00
Unauthorized Use (per occurrence) of a public fire hydrant:	\$100.00
Hydrant Meter Rental:	\$120 plus cost of water A \$200 refundable deposit will be required for the meter.
Fire Flow Test:	\$200 Payment due prior to test.
Water Service Inspection Fee:	\$55 per visit

Connection Charges (payable at the time of connection to system)

Meter Size	
5/8" or 3/4"	\$2,500
1"	\$4,200
1 1/2"	\$8,400
2"	\$13,500
3"	\$27,000
4"	\$42,200
6"	\$84,400
8"	\$135,000

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