

# The Commonwealth of Massachusetts

2014

## RETURN

OF THE

### Housatonic Water Works

---

### WATER COMPANY

TO THE

## DEPARTMENT OF PUBLIC UTILITIES

OF MASSACHUSETTS

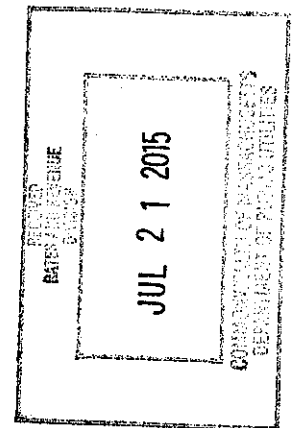
**For the Year Ended December 31, 2014**

Name of Officer to whom correspondence  
should be addressed regarding this report, **James J. Mercer**

*Official title* **Treasurer**

*Office address,* **80 Maple Avenue - Suite 1**  
**Great Barrington MA** *zip code* **01230**

RECEIVED  
MASS. DEPT. OF  
PUBLIC UTILITIES  
2015 JUL 21 AM 1:27



**GENERAL INFORMATION**

**PRINCIPALS AND SALARIED OFFICERS\***

Titles	Names	Addresses	Annual Salaries
President/Clerk	Frederick J Mercer, Jr.	314 North Plain Rd	90,110
Treasurer	James J Mercer	Housatonic, MA 143 Castle Street	90,110
		Great Barrington, MA	

**DIRECTORS\***

Names	Addresses	Fees Paid During Year
Frederick J Mercer, Jr	314 North Plain Rd Housatonic, MA	0
James J Mercer	143 Castle Street Great Barrington, MA	0

By General Laws, Chapter 164, Section 83, the Return must contain a "List of names of all their salaried officers and the amounts of the salary paid to each," and by Section 77, the department is required to include in its annual report" the names and addresses of the principal officers and of the directors."

**GENERAL INFORMATION.**

1. Full corporate title company, Housatonic Water Works Company Telephone No. 413-528-1780
2. Location of principal business office, 80 Maple Avenue, STE 1 Great Barrington, MA.....  
01230
3. Date of organization, June 7, 1898..... 4. Date of incorporation, March 8, 1898.....
5. Whether incorporated under general or special law, Special Law.....
6. If under special law, give chapter and year of act, 1897- chapter 229.....
7. Give chapter and year of any subsequent special legislation affecting the Company,.....  
.....
8. Territory covered by charter rights, Village of Housatonic in the Town of Great.....  
Barrington and vicinity.....
9. Capital stock authorized by charter, \$ 4000.00.....
10. Capital stock issued prior to August 1, 1914, \$.....
11. Capital stock issued with approval of Board of Gas and Electric Light Commissioners or the Department of  
Public Utilities since August 1, 1914, .....  
shares of par value of \$                      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. Management Fees and Expenses during the Year. ....  
  
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, etc. and  
show the total amount paid to each for the year. ....  

<u>Smith, Watson &amp; Company LLP</u>	<u>\$7500</u>
<u>Martin &amp; Oliveira</u>	<u>\$5000</u>
14. Date when Company first began to distribute and sell water,.....
15. Total number of stockholders, ... 4.....
16. Number of stockholders resident in Massachusetts, ... 3.....
17. Amount of stock held in Massachusetts, number of shares, ....., amount, \$ .....

## Comparative General Balance Sheet.

Beginning Balance	Assets	Ending Balance	Net Change During Year
	Investments		
2,061,147	101 - 113 Plant Investment (p 202)	2,078,754	17,607
192,027	114 - 119 General Equipment (p 202)	198,471	6,444
-	201 Unfinished Construction (p 202)	3,030	3,030
	202 Miscellaneous Physical Property (p 203)		
77,476	203 Other Investments (p 203)	74,277	(3,199)
2,330,650	Total Investments	2,354,532	23,882
	Current Assets		
94,381	204 Cash	101,962	7,581
	205 Special Deposits		
303,735	206 Notes Receivable	379,660	75,925
84,778	207 Accounts Receivable	86,186	1,408
	208 Interest and Dividends Receivable		
22,063	209 Materials and Supplies	22,272	209
6,500	210 Other Current Assets	4,988	(1,512)
511,457	Total Current Assets	595,068	83,611
	Reserve Funds		
	211 Sinking Funds		
	212 Insurance and Other Funds		
-	Total Reserve Funds	-	-
	Prepaid Accounts		
2,938	213 Prepaid Insurance	2,453	(485)
	214 Prepaid Interest		
9,463	215 Other Prepayments	5,998	(3,465)
12,401	Total Prepaid Accounts	8,451	(3,950)
	Unadjusted Debits		
5,558	216 Unamortized Debt Discount Exp (p 203)	4,863	(695)
	217 Property Abandoned		
31,339	218 Other Unadjusted Debits (p 203)	35,592	4,253
36,897	Total Unadjusted Debits	40,455	3,558
2,891,405	Grand Total	2,998,506	107,101

## Annual Report of Housatonic Water Works Company

Year ended December 31, 2014

## Comparative General Balance Sheet.

Beginning Balance	Liabilities	Ending Balance	Net Change During Year
	Capital Stock		
40,000	301 Common Stock (p 204)	40,000	-
	302 Preferred Stock (p 204)		
	303 Employees' Stock (p 204)		
40,000	Total Capital Stock	40,000	-
	304 Premium on Capital Stock		
	Bonds, Coupon and Long Term Notes		
690,834	305 Bonds (p 204)	632,613	(58,221)
690,834	306 Coupon and Long Term Notes (p 204)	632,613	(58,221)
	Total Bonds, Coupons and Long Term Notes	632,613	(58,221)
	Current Liabilities		
63,090	307 Notes Payable (p 205)		
	308 Accounts Payable	67,912	4,822
	309 Customers' Deposits		
	310 Matured Interest Unpaid		
	311 Dividends Declared		
	312 Other Current Liabilities		
63,090	Total Current Liabilities	67,912	4,822
	Accrued Liabilities		
-	313 Tax Liability	13,669	13,669
1,790	314 Interest Accrued	4,880	3,090
760,404	315 Other Accrued Liabilities	894,188	133,784
762,194	Total Accrued Liabilities	912,737	150,543
	Unadjusted Credits		
197,274	316 Premium on Bonds (p 205)		-
197,274	317 Other Unadjusted Credits (p 205)	220,181	22,907
	Total Unadjusted Debits	220,181	22,907
	Reserves		
1,069,937	318 Insurance and Casualty Reserves		
	319 Depreciation Reserve (p 206)	1,115,191	45,254
	320 Other Reserves		
1,069,937	Total Reserves	1,115,191	45,254
	Appropriated Surplus		
97,630	321 Sinking Fund Reserves		
	323 Contributions for Extensions	97,630	-
	324 Surplus Invested in Plant		
97,630	Total Appropriated Surplus	97,630	-
(29,554)	400 Profit and Loss Balance (p 301)	(87,758)	(58,204)
68,076	Total Corporate Surplus	9,872	(58,204)
2,891,405	Grand Total	2,998,506	107,101

## Plant Investment Accounts

Name of Account	Beginning Balance	Additions	Retirements	Adjustments	Ending Balance
Intangible Property					
Organization					
Misc Intangible Invest					
Total Intangible Property	-	-	-	-	-
Tangible Property					
Land	3,757				3,757
Structures	1,089,694				1,089,694
Pumping Plant Equipment	67,184				67,184
Misc Pumping Plant Equip					
Purification System	90,271				90,271
Trans'n and Dist'n Mains	587,422	17,607			605,029
Services	34,200				34,200
Consumers' Meters	98,230				98,230
Consumers' Meter Installation	49,157				49,157
Hydrants	39,232				39,232
Fire Cist'ns, Basins, Fount'ns					
Water Rights	2,000				2,000
Miscellaneous Expenditures					
Total Plant Investment	2,061,147	17,607	-	-	2,078,754
General Equipment					
Office Equipment	35,872	6,444			42,316
Shop Equipment					-
Stores Equipment					-
Transportation Equipment	70,038				70,038
Laboratory Equipment					
Miscellaneous Equipment	86,117				86,117
Total General Equip	192,027	6,444	-	-	198,471
Unfinished Construction		3,030			3,030
Total Cost of All Property	2,253,174	27,081	-	-	2,280,255
Assessed Value of Real Estate					606,900
Assessed Value of Other Property					706,000
Total Assessed Value					1,312,900

Page 202 Supporting Schedule A  
Plant Additions, Retirements and Adjustments

	<u>Additions</u>	<u>Retirements</u>	<u>Adjustments</u>
<u>Office Equipment</u>			
Telephone System	5,828		
Apple iPhone	616		
	<u>6,444</u>		
<u>Trans'n and Dist'n Mains</u>			
Distribution Main - Grove St.	17,607		
<u>Unfinished Construction</u>			
Engineering Fees	3,030		
	<u>27,081</u>	<u>-</u>	<u>-</u>

**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 AT 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,				

**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	CoBank Participation Cert.	\$ 74277 00
7		
8		
9	TOTAL,	74277 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. Entries in Col. (d) should be consistent with the returns made on page 301, Schedules of Income and Profit and Loss.

	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	Mortgage costs.....	\$ 5558 00	\$ .....	\$ 69500	\$ 4863 00
11					
12					
13					
14					
15	TOTALS,	5558 00		69500	4863 00

**OTHER UNADJUSTED DEBITS.**

Give an analysis of the above-entitled account as of 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.

	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	Rate case expense.....	\$ 0	\$ 2300 00	\$ 0	\$ 2300 00
17	Regulatory Asset.....				
18	Amort. GIAC.....	31339 00	1953 00		33292 00
19					
20					
21	TOTALS,	31339 00	4253 00	0	35592 00





**SUNDRY CURRENT LIABILITIES.**

NOTES PAYABLE.							
Line No.	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						

**PREMIUM ON BONDS.**

Give an analysis of the respondent's accounts covering premium on bonds or other evidences of indebtedness. Entries in Col. (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				

**OTHER UNADJUSTED CREDITS.**

Give the names in Col. (a) and indicate the character, in Col. (b), of the several subaccounts which 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	Deferred Corporate taxes		\$ 180760
14	Unearned income		6129
15	Amortized CIAC		33292
16			
17			
18	TOTAL		220181

## 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.

a.	Amount b.
Balance at beginning of year	\$ 1,069,937
Credits to Depreciation Reserve during year:	
Acct 610-10 Depreciation	45,254
Other accounts (Specify)	
Total Credits During Year	45,254
Net charges for Plant Retired:	
Book Cost of Plant Retired	-
Cost of Removal	-
Salvage (Credit) - unrecovered book cost	-
Total charges during year	-
Balance December 31,	1,115,191

## 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.

Plant and equipment depreciated at rate of 2%.

Office and shop equipment depreciated at rate of 5 - 20%.

Meters depreciated at rate of 5%.

Depreciation taken for federal income tax purposes = \$89,023

Amortization of Contributions at 2% 1,953

Depreciation included in expense 45,254

Total of Depreciation and Amortization of Plant  
in Service

47,207

## Annual Report of Housatonic Water Works Company

Year ended December 31, 2014

## Income Statement For The Year

Account Number	Item	Amount	Net Change
	Operating Income		
500	Operating Revenues (p 302)	546,457	12,503
600	Operating Expenses (p 302-303)	485,835	(6,334)
	Net Operating Revenues	60,622	18,837
550	Uncollectible Operating Revenues	-	(759)
551	Taxes (p 303a)	60,108	28,957
	Net Operating Income	514	(9,361)
	Non-Operating Income		
560	Mdse. And Jobbing Revenue		
561	Rent from Appliances		
562	Miscellaneous Rent Income		
563	Interest and Dividend Income	871	197
564	Inc. from Sink. And Other Res. Funds		
565	Amortization of Premium on Bonds		
566	Miscellaneous Non-operating Income	7,223	(556)
	Total Non-operating Income	8,094	(359)
	Total Gross Income	8,608	(9,720)
	Deductions From Gross Income		
575	Miscellaneous Rents		
576	Interest on Bonds and Coupon Notes	66,117	(2,841)
577	Miscellaneous Interest Deductions	-	-
578	Amortization of Discount (p 203)	695	-
579	Miscellaneous Deductions from Income	-	-
	Total Deductions from Gross Income	66,812	(2,841)
	Income Balance Transferred to Profit and Loss	(58,204)	(6,879)

## Profit and Loss Statement

Account Number	Item	Debits	Credits
	Credits		
401	Credit Balance at Beg of Fiscal Period (p 201)		(29,554)
402	Credit Balance transferred from Income Acct (p301)		
403	Miscellaneous Credits (note)		
	Debits		
411	Debit Balance at Beg of Fiscal Period (p 201)		
412	Debit Balance transferred from Income Acct (p 301)	58,204	
413	Surplus applied to Sinking Fund and Other Reserves		
414	Dividend Appropriations of Surplus (p 302)		
415	Appropriations of Surplus for Depreciation (p 204)		
416	Discn't on Bonds (p 203)		
417	Other Deductions from Surplus (note)		
418	Appropriations of Surplus for Construction		
	Balance Carried Forward to Balance Sheet	(87,758)	
	Totals	(29,554)	(29,554)

Operating Revenues

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

Acct No	CLASS OF WATER OPERATING REVENUE a.	Amt of Rev for Year b.	Net Change c.
	Revenues From Sale of Water		
501	Metered Sales to General consumers	\$ 472,904	\$ 9,003
502	Flat-rate Sales to General Consumers	36,146	7,500
503	Sales to Other Water Companies		
504	Municipal Hydrants	37,407	-
505	Miscellaneous municipal Revenues		
	Total Revenues from Water Operations	546,457	16,503
	Miscellaneous Revenues		
506	Rent from Property used in Operations		
507	Miscellaneous Operating Revenues	-	(4,000)
	Total Revenues from Miscellaneous Operation	-	(4,000)
	Total Operating Revenues	546,457	12,503

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.

Name of Security on which dividend was declared	Rate per Cent		Amount of Capital Stock on which dividend was declared.	Amount of Dividend	Date	
	Regular	Extra			declared	payable

Annual Report of Housatonic Water Works Company  
Operating Expenses

Year Ended December 31, 2014

Account Number	Name of Expense Account	Amount	Net Change
	Source of Water Supply Expenses		
601-1	Maintenance of Water Supply Bldgs & Fixtures		
601-2	Maintenance of Surface Source of Supply Facilities		
601-3	Maintenance of Ground Source of Water Supply		
	Total Source of Water Supply Expenses	-	-
602	Water Purchased for Resale		
	Pumping Expenses		
603-1	Pumping Labor	15,769	459
603-2	Boiler Fuel		
603-3	Water for Steam		
603-4	Electric Power Purchased	14,259	4,783
603-5	Misc Pumping Station Supplies and Exps	-	-
604-1	Maint of Power Pumping Bldg & Fixtures		
604-2	Maint of Pumping Equipment	-	-
604-3	Maint of Misc Pumping Plant Equipment		
	Total Pumping Expenses	30,028	5,242
	Purification Expenses		
605-1	Purification Labor	15,769	459
605-2	Purification Supplies and Expenses	21,693	(2,838)
606-1	Maintenance of Purification Bldgs & Fixtures	255	(2,751)
606-2	Maintenance of Purification Equipment		
	Total Purification Expenses	37,717	(5,130)
	Transmission and Distribution Expenses		
607	Inspecting Customers' Installations		
608	Misc Trans and Dist Supplies and Expenses		
609-1	Maint of Trans and Dist Buildings & Expenses		
609-2	Maint of Trans and Dist Mains	7,949	711
609-3	Maint of Storage, Reservoirs, Tanks and Standpipes		
609-4	Maint of Services		
609-5	Maint of Meters	-	-
609-6	Maint of Hydrants	-	(1,572)
609-7	Maint of Fountains and Troughs		
	Total Trans and Dist Expenses	7,949	(861)
	General and Miscellaneous Expenses		
610-1	Salaries of General Officers and Clerks	203,289	11,263
610-2	General Office Supplies and Expenses	49,474	(1,820)
610-3	Law Expenses (and other professional services)	9,394	(343)
610-4	Insurance	74,189	2,791
610-5	Accidents and Damages		
610-6	Store Expenses		
610-7	Transportation Expenses	13,536	(1,887)
610-8	Inventory Adjustments		
610-9	Maint of General Structure		
610-10	Depreciation	45,254	(1,521)
610-11	Miscellaneous General Expenses	15,005	(14,068)
	Total General and Miscellaneous Expenses	410,141	(5,585)
	Grand Total Operating Expenses	485,835	(6,334)

## OPERATING EXPENSES

(For companies having average operating revenues not exceeding \$15,000.00)

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	Amount of operating expenses for year	Comparison with prior year
25	601	Maintenance of Source Water Supply		
26	602	Water Purchased for Resale		
27	603	Pumping Labor		
28	604	Maint of pumping Plant		
29	605	Purification Labor, supplies & exps		
30	606	Maint of Purification Bldg & Equip		
31	607	Inspecting Customers' Installations		
32	608	Misc Trans and Dist Supplies & Exp		
33	609	Maint of Trans and Dist System		
34	610-10	Depreciation		
35	610-1-11	General and Miscellaneous Expenses		
36				
37		TOTAL OPERATING EXPENSES		

## TAXES

Kind of Tax	Federal	State	Municipal	Total
Personal Property			9,592	9,592
Real Estate			8,449	8,449
Other		214		214
FICA/Medicare	4,938			4,938
FUTA	157			157
SUTA		624		624
Deferred Income Tax	5,587	15,367		20,954
Income Tax	9,869	5,311		15,180
Totals	20,551	21,516	18,041	60,108

**REAL ESTATE INFORMATION.**

**1. Land owned by the Company.**

	Location.	Use.
A.	Gt. Barrington-east side Long Pond water shed-shore of reservoir...	
B.	Gt. Barrington-east side Long Pond water shed-shore of reservoir...	
C.	Gt. Barrington-south side Long Pond... filter site shore of reserv.	
D.	Stockbridge-High Street.....	Site of reservoir water supply tank.....
E.	Gt. Barrington-south side Long Pond water shed shore of reservoir.	
F.	Gt. Barrington-Prospect St.	Site of Prospect St. pumping station..
G.	.....	
H.	.....	
I.	.....	
J.	.....	

	Area.	When Bought.	Cost.
A.	40 acres.....	1923-24.....	23.....
B.	17.5 acres.....	1922.....	1725.....
C.	1.3 acres.....	April 1939.....	226.....
D.	1.0 acre.....	January 1946.....	500.....
E.	1 lot.....	December 1951.....	643.....
F.	1 acre.....	1960.....	50.....
G.	5 acres.....	1976.....	600.....
H.	.....		
I.	.....		
J.	.....	TOTAL.....	3767.....

**2. Buildings owned by the Company.**

	Location.	Use.
A.	Gt. Barrington-south side Long Pond..	Valve house slow-sand filter.
B.	Gt. Barrington-south side Long Pond..	CT basin & storage tank.....
C.	.....	
D.	.....	
E.	.....	
F.	.....	
G.	.....	
H.	.....	
I.	.....	
J.	.....	
K.	.....	

	Size.	Material.	When Built.	Cost.
A.	1/10 acre.....	concrete.....	1939.....	not separate.....
B.	1.0 mg.....	concrete.....	1997.....	948,862.....
C.	.....			
D.	.....			
E.	.....			
F.	.....			
G.	.....			
H.	.....			
I.	.....			
J.	.....			
K.	.....			

\* By cost is meant the original cost of installation, not the 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. All water is obtained from Long Pond, Great Barrington, MA. It is a natural lake of about 119 acres situated approximately 3 miles from Housatonic. The water shed is largely wooded with inhabitants, the nearest being 200 feet from the lake. Sanitary conditions are approved by the MA Board of Health. Water is filtered by a slow sand filtration system with a bypass valve for exceptional use during fires.

2. Watersheds owned by the Company.

Location.	Area.	When Bought.	Cost.*
A. Baker Farm	.40	1923-24	23 00
B. Tobey lot	17.5	1922	1725 00
C. Shalley lot	10.0	1946	500 00
D. Barbieri lot	1.0	1960	50 00
			2298 00

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. Water supply rights on Long Pond for which deeds were obtained from abutting owners of right of flow. Right of way to lake of all abutting lands for company purposes. Deeds for 3 lots of land for filter with additional right of way over Dewey's land for which \$226 was paid.

\* By cost is meant the original cost of installation, not the Book Value.

SUPPLY INFORMATION -- Continued.

1. Wells.

Location.	Inside Dimensions.	Depth Below High Water.	Covered or Uncovered.	When Built.	Cost.*
A. ....					
B. ....					
C. ....					
D. ....					
E. ....					
F. ....					

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

6. Reservoirs.

Location	Area at Surface When Full.	Full Capacity in Gallons.	When Built.	Cost.*
A. Long Pond	103 acres	200,000,000 estimated	no record	
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... Originally a natural lake shore largely grubbed. Earth dam 8 feet wide, 250 feet long, and 12 feet align to channel; The spillway has been reconstructed to conform to the requirements of the County engineer.  
 .....  
 .....

\* By cost is meant 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.....

Gravity system used. Booster pumping station installed on Prospect Street in 1976-77 service 21 families.

Booster pump installed at Long Pond filter house in July, 1984.

2. BOILERS.

This schedule not presently used

3. CHIMNEYS.

This schedule not presently used

4. PUMPING ENGINES, STEAM-ACTUATED.

This schedule not presently used

6. PUMPS, DRIVEN BY CONNECTED POWER.

LOCATION.		TYPE.	NAME OF BUILDER.	WHEN INSTALLED.	COST.*	
A.	.....	.....	.....	.....	.....	.....
B.	.....	.....	.....	.....	.....	.....
C.	Valve, house filter	2" Cent.	FBRK/Mrse	9/40	72	41
D.	Valve, house filter	2 1/2" Cent.	FBRK/Mrse	8/42	245	20
E.	Valve, house filter	2 1/2" Cent.	DMG	6/53	166	40
F.	New Prospect St. vault	Cent.	Paco	6/77	4050	00
G.	New Prospect St. vault	Cent.	Paco	6/77	4050	00
H.	.....	.....	.....	.....	.....	.....
I.	.....	.....	.....	July 1984	17232	90
J.	.....	.....	.....	.....	21766	91

	NUMBER OF CYLS.	SINGLE OR DOUBLE ACTING.	RATED STROKES PER MINUTE.	LENGTH OF STROKE.	DIAM. OF PISTONS OR PLUNGERS.	HOW DRIVEN.	DISPLACEMENT PER 24 HOURS.
A.	.....	Single	1600	.....	.....	1/2 HP Mre	500,000 gal
B.	.....	Single	1200	.....	.....	Mtr.	.....
C.	.....	Single	1600	.....	.....	Gas eng	500,000 gal
E.	.....	.....	.....	.....	.....	5 HP mtr	115,200
F.	.....	.....	.....	.....	.....	1/2 HP mtr	28,800
G.	.....	.....	.....	.....	.....	.....	.....
H.	.....	.....	.....	.....	.....	.....	.....
I.	.....	.....	.....	.....	.....	.....	.....
J.	.....	.....	.....	.....	.....	.....	.....

\* By cost is meant the original cost of installation, not the Book Value.



**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,.....	5200						
February,.....	4800						
March,.....	6400						
April,.....	7900						
May,.....	6100						
June,.....	5300						
July,.....	4700						
August,.....	4700						
September,.....	5000						
October,.....	4900						
November,.....	4900						
December,.....	5500						
Totals,	65400						

- 12. Based upon the displacement of ..... gallons per revolution with ..... per cent allowance for slip.....
- 13. Average gallons pumped per day,.....
- 14. Maximum gallons pumped in a day,.....
- 15. Date of same,.....
- 16. Range of pressure in main, ..... lbs. to ..... lbs. ....
- 17. Average pressure in mains, ..... lbs. per sq. in. ....

PUMPING INFORMATION — Concluded.

- 18. Kind of coal, .....
- 19. Average price per net ton, delivered, .....
- 20. Average price of wood per cord, delivered, .....
- 21. Average price of gas per M. cubic feet, .....
- 22. Average price of gasoline per gallon, delivered, .....
- 23. Average price of fuel oil per gallon, delivered, .....
- 24. Average price of electric power per Kwhr., .....
- 25. Wood consumed during the year, ..... Cords, .....
- 26. Gas consumed during the year, ..... M. Cubic Feet, .....
- 27. Gasoline consumed during the year, ..... Gals. ....
- 28. Fuel oil consumed during the year, ..... Gals. ....
- 29. Electric Power used during the year ..... 65400 ..... K. W. Hrs. ....

DISTRIBUTION INFORMATION

1. Mains.		Kind of Pipe.	Weight per Foot.	LENGTHS IN FEET.				In Desc't Close of Year.
Number Diameter, Inches.	In Desc't Beginning of Year.			Taken Up Since.	Abandoned But Not Taken Up.	Laid Since.		
14	Cast Iron			125			125	
12	Cast Iron			2046			2046	
10	Cast Iron			4323			4323	
8	Cast Iron			29182			29182	
6	Cast Iron			8464			8464	
4	Cast Iron			16596			16596	
2	Cast Iron			3761			3761	
2	Steel			1454			1454	
1.5	Steel			69			69	
1	Steel			587			587	
2	Galvanized Iron			629			629	
2	Galvanized Iron			450			450	
1.5	Galvanized Iron			200			200	
3/4	Galvanized Iron			84			84	
6	Transite			4205			4205	
8	Transite			347			347	
8	Ductile Iron			9235			9235	
6	Ductile Iron			1532			1532	
12	Ductile Iron			3904			3904	
2	CFS Poly			380			380	
TOTALS				87573			87573	

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

\* If laid on surface of ground, mark S.  
 † If cast iron, give weight per lineal foot.

**DISTRIBUTION INFORMATION - Continued.**

**15. 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.
5		51	0	0	51
4 1/2		7	0	0	7
4 1/2		9	0	0	9
1		1	0	0	1
<b>TOTALS,</b>		<b>68</b>	<b>0</b>	<b>0</b>	<b>68</b>

16. Were all of the above hydrants purchased and installed at the expense of the Company? yes

17. If not, under what arrangements were they purchased and installed? .....

**18. HYDRANTS, PRIVATE**

Nominal Diameter Inches.	Hose Outlets.	Number in Use at Beginning of Year.	Removed Since.	Installed Since.	Number in Use at Close of Year.
5	2	27			27
4	2-2 1/2	2			2
<b>TOTALS,</b>		<b>29</b>			<b>29</b>

19. Were the above hydrants purchased and installed at the expense of the Company? no

20. If not, under what arrangements were they purchased and installed? .....



**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.†
½						
5/8		36		4		32
¾	790	29		6	790	23
1	3	1			3	1
1½	5				5	
2	1	1			1	1
3						
4						
6						
<b>TOTALS.</b>	<b>799</b>	<b>67</b>		<b>10</b>	<b>799</b>	<b>57</b>

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

23. If so, was the cost the *actual* cost or some assumed or average cost? ..... **actual** .....

24. Are any of these meters paid for by consumers, and to what extent? ..... **none** .....

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

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				
Altrator				13	3	5								
Model 25				802			1							
Badger			32											
TOTALS			32	815	3	5	1							



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.

By meter, .....

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, .....

For sprinkler systems, .....

For water motors, .....

Per drinking fountain, per year, .....

Per public hydrant, per year, .....

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. ....

Are payments required in advance? .....

When are meters read and bills rendered? .....

R417

THIS RETURN IS SIGNED UNDER THE PENALTIES OF PERJURY

*Richard Munn*

.....President.

*[Signature]*

.....Treasurer.

*Arthur J. Munn*

*[Signature]*

.....Directors.

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

ss.

19.....

Then personally appeared.....

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

Notary Public or  
Justice of the Peace.

# EXTRACTS FROM THE GENERAL LAWS

## TERCENTENARY EDITION

### CHAPTER 163.

SECTION 1. In sections one to eleven, inclusive, the following words shall have the following meanings:—

"Corporation" or "company", every person, partnership, association or corporation, other than a municipal corporation, and other than a landlord supplying his tenant, engaged in the distribution and sale of water in the commonwealth through its pipes or mains.

"Department," the department of public utilities.

SECTION 2. Chapter one hundred and fifty-eight and sections ten, eleven, twelve, thirteen, fourteen, sixteen, seventeen, eighteen, nineteen, twenty-one, seventy-eight, seventy-nine, eighty, eighty-one, eighty-two, eighty-three, eighty-four, ninety-two, ninety-three, ninety-four, ninety-six, ninety-eight, ninety-nine, one hundred and one, one hundred and twenty and one hundred and twenty-one of chapter one hundred and sixty-four shall include and apply to all such corporations and companies.

SECTION 4. The department shall have general supervision of all corporations and companies subject to this chapter, and shall make all necessary examinations and inquiries and keep itself informed as to the compliance by all such corporations and companies with the law.

SECTION 7. The department shall make an annual report of all its doings under this chapter, together with such suggestions as to the condition of affairs or conduct of the corporations and companies as may be appropriate and with such abstracts of the returns required by section two as it deems expedient.

### CHAPTER 164.

SECTION 81. Gas and electric companies or persons engaged in the manufacture and sale or distribution of gas or electricity shall keep their books and accounts in a form to be prescribed by the department, and the accounts shall be closed annually, so that a balance sheet can be taken therefrom. Manufacturing companies in which the manufacture of gas or electricity is a minor portion of their business shall be required to keep accounts of the expenses and income of their gas or electric business only.

SECTION 83. Gas and electric companies and manufacturing companies and persons engaged in the manufacture and sale or distribution and sale of gas or electricity shall annually, on or before such date as the department fixes, make to the department, in a form prescribed by it, a return for the year ending on such date as the department may from time to time require, signed and sworn to by the president or vice-president, and treasurer or assistant treasurer, and a majority of the directors, of the amount of their authorized capital, their indebtedness and financial condition, on the said date, their income and expenses during the preceding year, their dividends paid and declared, a list of the names of all their salaried officers and the amount of the salary paid to each, and the balance sheet of their accounts as of said date. Such companies and persons shall at all times, upon request, furnish any information required by the department or its duly authorized employees relative to their condition, management and operation, and shall comply with all lawful orders of the department; but manufacturing companies in which the manufacture and sale of gas or electricity is a minor portion of their business shall be required to include in their annual returns the income and expenses and other data relative to their gas and electric business only.

SECTION 84. Each such gas or electric company or manufacturing company or person neglecting to make the annual return required by the preceding section shall, for the first fifteen days or portion thereof during which such neglect continues, forfeit five dollars a day; for the second fifteen days or any portion thereof, ten dollars a day; and for each day thereafter not more than fifteen dollars a day. If any such company or person unreasonably refuses or neglects to make such return, it or he shall, in addition thereto, forfeit not more than five hundred dollars. If a return is defective or appears to be erroneous, the department shall notify the company or person to amend it within fifteen days. A company or person neglecting to amend said return within the time specified in the notice, when notified to do so, shall forfeit fifteen dollars for each day during which such neglect continues. All forfeitures incurred under this section may be recovered by an information in equity brought in the supreme judicial court by the attorney-general, at the relation of the department, and when so recovered shall be paid to the commonwealth.

### CHAPTER 268.

#### PENALTY FOR FALSE REPORTS.

SECTION 5. Except as provided in sections forty-eight and forty-nine of chapter one hundred and fifty-five, whoever shall wilfully make false report to the department of public utilities, the department of public works, the department of banking and insurance, or the commissioner of corporations and taxation, or who, before any such department or commissioner, shall testify or affirm falsely to any material fact in any matter wherein an oath or affirmation is required or authorized, or who shall make any false entry or memorandum upon any book, report, paper or statement of any company making report to any of the said departments or said commissioner, with intent to deceive the department or commissioner, or any agent appointed to examine the affairs of any such company, or to deceive the stockholders or any officer of any such company, or to injure or defraud any such company, and any person who with like intent aids or abets another in any violation of this section shall be punished by a fine of not more than one thousand dollars or by imprisonment for not more than one year, or both.

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF PUBLIC UTILITIES

HOUSATONIC WATER WORKS COMPANY

**M. D. P. U. NO. 14**

RULES AND REGULATIONS

Canceling:

HOUSATONIC WATER WORKS COMPANY

RULES AND REGULATIONS

**M. D. T. E. 10**

ISSUED: December 20, 2007

HOUSATONIC WATER WORKS COMPANY.

EFFECTIVE: January 31, 2008

ISSUED BY: James J. Mercer, Treasurer

1. RULES AND REGULATIONS GOVERN RENDERING OF SERVICE:

- (a) The rules and regulations in their entirety as herein set forth, or as they may hereafter be altered or amended and approved by the Massachusetts Department of Public Utilities, shall govern the rendering of water service, and every Customer, upon the signing of an application for water service, or upon the taking of water service, will be bound thereby.
- (b) Bills for service will be rendered periodically in accordance with the Company's approved Schedule of Water Rates, and as provided for herein (Section 18).

2. DEFINITIONS APPLICABLE TO FOLLOWING SECTIONS:

The word "Company" refers to the Housatonic Water Works Company, Inc.

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

The word "Customer" shall be taken to mean any person, firm, corporation, government, or governmental division who receives water service supplied by the Company.

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 from the main to the premises to be serviced.

The words "street service connection(s)" shall mean that portion of the service connection from the main to the property line, including corporation cock, curb cock, and curb box.

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



HOUSATONIC WATER WORK COMPANY.  
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- (d) A building owned by one customer having a number of apartments, offices, or lofts which are rented to tenants, using common halls and one or more means of entrance.

3. APPLICATIONS FOR WATER SERVICE:

- (a) Application for a new street service connection or application for water service through an existing street service connection shall be made by the owner of the premises to be supplied or the owner's 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 owned or occupied by the applicant shall have been paid. A payment plan on overdue charges can be arranged if so desired.
- (c) Any change in the identity of the contracting Customer at any premises will require notice and the Company may, after reasonable notice, discontinue the water service until such notice has been made and accepted.
- (d) When accepted by the Company, the application shall constitute a contract between the Company and the applicant, obligating both parties to comply with these Rules and Regulations.
- (e) Applications for service installations will be accepted subject to there being an existing main in a street or right-of-way abutting on the premises to be served. The contract in no way obligates the Company to extend its mains to service the premises under consideration.
- (f) When a prospective customer has made application for a new service, or has applied for the reinstatement of an existing service, damage caused by any deficiency in the plumbing which the service will supply will be at the risk of the Customer, and the Company will be liable only for its own negligence.
- (g) At the time of application, the applicant must disclose to the Company the existence of wells, use of surface water, or cross connection on applicant's property.

4. SPECIAL APPLICATIONS FOR WATER SERVICE:

ISSUED: December 20, 2007

HOUSATONIC WATER WORKS COMPANY.

EFFECTIVE: January 31, 2008

ISSUED BY: James J. Mercer, Treasurer

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- (a) Water for transit, 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 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.

5. CUSTOMER'S LIABILITY FOR CHARGES:

- (a) No person shall take any water service without having applied for service under these Rules and Regulations, but to the extent any person takes service without having applied, he shall be responsible for all Company charges.
- (b) A Customer who receives 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 such account and a final meter reading is obtained. Premises with remote reading meters must have both inside meter and remote meter read.

6. STREET SERVICE CONNECTIONS:

- (a) The Company will make all connections to its mains and will specify the size, kind and quality of all materials for service connections.
- (b) The street service connection shall be laid at a right angle to the main. The corporation cock shall be installed by the Company or its authorized subcontractor. The service line from the corporation cock to the property line shall be installed by the Customer's approved contractor. The cost of labor and materials shall be the responsibility of the Customer, as well as subsequent replacement and repair. The materials, for which the Customer paid, shall conform to the standards of the American Water Works Association and be the property of the Customer but shall be under sole jurisdiction and control of the Company.
- (c) Water service will not be turned on until such time as a meter is set in accordance with the Company's Rules and Regulations under "Meters and Meter Installations."

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- (d) The curb box shall be set at or near the curb or property line and shall be kept accessible at all times.
- (e) The service connection from the main to the premises will be maintained by the Customer at his or her expense.
- (f) The Company shall in no event be responsible for maintenance of service pipe or any other pipe and fixtures on the outlet side of the corporation cock or for damage done by, or cost of water escaping from, the service pipe or any other pipe and fixtures on the outlet side of the corporation cock.

7. CUSTOMER'S SERVICE PIPES:

- (a) The size, kind, and quality of the materials which shall be laid down between the main and structures on the premises to be supplied shall be in accordance with the standards set forth by the American Water Works Association.
- (b) The service pipe shall be furnished and installed by the Customer at his expense and risk. All materials to be used shall comply with the standards set forth by the American Water Works Association.
- (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 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 all horizontal directions from any sewer line. Existing or future crossings, public or private, must be made known to the Company after approval of other agencies.
- (e) The Customer shall make all changes in 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 premises 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

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in which event the owner is to be solely responsible for all water used on and in said buildings or premises.

- (h) 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 connection which will be installed by the Company at the expense of the Customer.
- (i) Any repairs, maintenance, or replacement necessary to 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.
- (j) 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.
- (k) Old existing Customer-owned service lines that are non-conforming with these Rules and Regulations may be repaired but not replaced until brought up to current standards at the Customer's expense.
- (l) When water service has been discontinued for a period of one year or more and no commitment has been provided by the owner as to possible future use, the Company may, at its sole discretion, consider the water service to be abandoned and may require that the water service pipe(s) be disconnected from the public water main at the owner's expense. Any unused or abandoned water service shall be cut off and disconnected at the water main, and the curb box removed by a licensed plumber or licensed contractor at the expense of the property owner.

8. PLUMBING MUST BE APPROVED BY COMPANY:

- (a) All plumbing work in connection with the Company's water mains or appurtenances shall be submitted for inspection by the Company, and no underground 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 correction before water service will be supplied.

9. CROSS-CONNECTIONS:

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HOUSATONIC WATER WORKS COMPANY.

EFFECTIVE: January 31, 2008

ISSUED BY: James J. Mercer, Treasurer

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In order for the Company to meet its obligations under the Cross Connection Program, 310 CMR 22.22, including annual reporting requirements, it must monitor and test all cross connections within its system. The following requirements are intended to facilitate compliance.

- (a) No pipe or fixtures 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 and the Company.
- (b) Piping systems supplying swimming pools and/or tanks in which water might become polluted shall be so designed so as to preclude water from re-entering the water distribution system. These installations are subject to annual approval by the Company.
- (c) 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 as to prevent cross connections and vacuum. Owners and operators of such equipment are liable for any and all damages to the Company and/or other customer's property during such operation.
- (d) 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 the premises are located, and/or regulations specified by the Department of Public Health or the Department of Environmental Protection.
- (e) Should any Customer commence use of private wells and/or surface water, it shall notify the Company and pay appropriate fees for testing or otherwise to ensure compliance with the Cross Connection Program.

10. METERS AND METER INSTALLATIONS:

- (a) The Company shall specify the kind and size of meter to be installed.
- (b) Meters will be furnished, installed and removed by the Company and shall remain its property.
- (c) The Customer shall provide at his/her own expense a readily accessible and protected location for the installation of a meter and reading device at such a point as will control the entire supply to the premises, which location must be acceptable to the Company as most convenient for its service, so that the meter

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and or reading device may be easily examined, read and/or removed and replaced; and the Customer shall also provide at his/her own expense suitable pipe connections and the necessary valves and other fittings as may be designated by the Company for the proper installation and protection of the meter.

- (d) The Company may require a Customer to install a meter box, or vault, furnished at the expense of the Customer, which box or vault shall be placed just inside the Customer's property line or at such other location as may be ordered by the Company.
- (e) Each Customer shall have a separate meter. Double houses, apartment houses, offices or business blocks may be served through a single meter where the arrangement of the interior piping does not permit individual meters but in such cases the owner of the property shall be responsible for the payment of the bills.
- (f) Meters will be maintained by the Company at its expense insofar as ordinary wear is concerned, but damage due to hot water, freezing or other external causes shall be paid for by the Customer.
- (g) The Customer shall promptly notify the company of any damage to the meter, meter connections, or reading device. The Customer shall not permit anyone who is not an agent of the Company or otherwise lawfully authorized, to remove, inspect or tamper with the meter or other property of the Company.
- (h) No agreement for water service, including restoration of service, will be entered into by the Company unless the premises to be served have a meter presently installed, or unless the applicant/customer consents in writing in their application for service to the installation of a meter by the Company.
- (i) A Customer's refusal or failure to permit the Company to install or inspect a meter at the premises being served shall be evidenced by a Customer's failure upon written request of the Company to schedule an appointment for meter installation, or by the Customer's failure, on two successive occasions, to keep a scheduled installation or inspection appointment. Customers shall have twenty-one (21) days following receipt of a written request from the Company to schedule an appointment for meter installation or inspection. Any Customer who fails to respond to the initial twenty-one day notice shall receive a second written request from the Company, which request shall provide the Customer with an additional fourteen (14) days following receipt to schedule an appointment. In the event that a Customer fails, for any reason, to keep the originally scheduled appointment, such Customer shall have an additional fourteen (14) days following the date of the original appointment within which to reschedule a date for meter installation.

ISSUED: December 20, 2007

HOUSATONIC WATER WORKS COMPANY.

EFFECTIVE: January 31, 2008

ISSUED BY: James J. Mercer, Treasurer

HOUSATONIC WATER WORK COMPANY.  
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- (j) Upon a Customer's refusal or failure (as defined in subsection (i) above) to permit installation or inspection of a meter, the Company shall provide the Customer with written notification of its intention to discontinue water service on account of such failure. The notice shall provide a date for termination of service, which date shall not be earlier than thirty (30) days from the date for receipt of the notice. The Company shall provide a final written notice of termination to the Customer at least thirty-six (36) hours, but no more than fourteen (14) days, prior to the date of termination. If the meter has not been installed by the specified termination date, the Company may discontinue service.
- (k) All notices required pursuant to this subsection shall be deemed received five (5) days after mailing, or on the date of delivery if delivered by hand.

11. MULTIPLE METERS:

- (a) When more than one meter is installed on a Customer's service because of conditions in the Company's distribution system, the registration of such meters shall be combined.

12. METER TESTS AND TEST FEES:

- (a) All meters are accurately tested before installation and are also subject to periodic tests. The Company may at any time remove any meter and/or reading device for routine tests, repairs or replacement and may, at its option and expense, test any meter or reading device when the Company has reason to believe that it is registering inaccurately.
- (b) The Customer may request the Company 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. The Customer and/or the Customer's authorized representative shall witness such special test.
- (c) For such special test, the fee as established herein shall be paid in advance by the complainant but should the said meter be 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 complainant. This correction shall apply to both over and under registration and another meter, which has been properly calibrated, shall be installed.
- (d) The fee associated with the testing of meters made upon request by the Customer shall be charged as set forth in Appendix A hereto.

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- (e) The quantity of water recorded by the meter shall be accepted as conclusive by both the Customer and the Company, except when the meter has been found to be registering inaccurately, or has ceased to register. In any such case, the quantity may be determined by the average registration of the meter in a corresponding past period, or by the average registration of the new meter, whichever method is more representative of the conditions existing during the period in question.

13. PUBLIC FIRE HYDRANTS:

- (a) All public fire hydrants shall be furnished, installed, and maintained by the Company.
- (b) Any expense for repairs caused by the negligence of employees of the municipality or by members of the fire department will be paid by the municipality.
- (c) 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 any other use unless specifically expressed in writing by the Company for the particular time and occasion.
- (d) Inspections and tests of public fire hydrants will be made by the Company at convenient times and reasonable intervals.
- (e) Whenever a change in location, size, type, or permanent removal of a fire hydrant is requested by a municipality and/or a Customer, such change will be made by the Company at the expense of the municipality and/or the Customer.
- (f) Maintenance of the area surrounding fire hydrants is the responsibility of the property owner, or in the case of hydrants located on the public way, the responsibility of the municipality. This includes brush and snow removal..
- (g) A charge of \$100 will be made for each unauthorized use of a public fire hydrant.

14. 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 costs of excavation, backfill, removal, and replacement of paving, walks, curbs,

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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 and/or the applicant for service. 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 serviced. 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 and approval of the Company before the service is made effective.
- (d) A private fire service connection is permitted only for the purpose of supplying water for the extinguishments of fires, and no use of water from such connections for any other purpose shall be made without approval of the Company.
- (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 with by-pass, including meter installed in such by-pass, 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. Any meter pit or vault required by the Company shall be constructed and maintained at the expense of the Customer. The by-pass meter will be maintained by and at the expense of 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 sole expense, and that performed in the street will be at the expense of the 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 the case of fire or as specially permitted by the Company, and the Customer must immediately notify the Company of the breaking of 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 approve the size and location of any connection made to its mains for private fire service.

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- (k) The entire private fire service connection and all parts of it which are located outside of the premises of the Customer are and forever remain the property of and come under the complete jurisdiction of the Company.
- (l) No test of Fire Services shall be permitted without the express approval of the Company, (who may elect to have a representative present). Tests shall be scheduled to cause the least possible inconvenience to the Company's other Customers.

15. DISCONTINUANCE OF WATER SERVICE:

- (a) Service rendered under any application, contract or agreement may be discontinued by the Company, after reasonable notice, for any of the following reasons:
  - (1) For willful or indifferent waste of water due to any cause, including failure to repair service leaks within Customer's own premises.
  - (2) Misrepresentation in application and or notice as to identity of water service subscriber.
  - (3) For vacancy.
  - (4) For nonpayment of account for water supplied by water service or any charges under these rules and regulations.
  - (5) Failure to recognize Water bans as outlined in Water Conservation Measures/Authorities (revised section 24).
- (b) Whenever the Customer desires to have the service contract terminated or the water service discontinued, the Customer 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 for all service rendered by the Company, including charges for meter repairs caused by damage from hot water, 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.
- (c) 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.
- (d) Discovery of undisclosed cross-connections or use of wells or surface water in a system cross connected with the Company's service system, shall be grounds for the Company to discontinue its water supply to the relevant premises.

16. RENEWAL OF WATER SERVICE AFTER DISCONTINUANCE:

- (a) When water service to any premises has been terminated for other than temporary vacancy it will be renewed only 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, including the payment of all charges due and payable by the Customer in accordance with the rates, rules and regulations. A payment plan on overdue charges can be arranged if so desired.

17. TURN-ON CHARGE:

- (a) When it is necessary to discontinue water service to any premises because of violation of the rules and regulations or on account of non-payment of any bill, or by request of a customer for any reason, a charge as specified in Appendix A hereto will be made to partially offset the expense of discontinuing and 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 service will be restored.
- (b) If at the time of such discontinuance of service a non-residential Customer does not have a deposit with the Company, the Company may require a deposit in accordance with Massachusetts Department of Public Utilities regulations as a guarantee of payment of future bills before water service will be restored.

18. BILLS FOR WATER SERVICE:

- (a) Customers are responsible for furnishing the Company their correct address. Failure to receive bills is not to be considered an excuse for nonpayment nor will it permit an extension of the date the account is deemed delinquent.
- (b) All bills will be sent to the address provided in the application or notice, unless, the Company is notified in writing of a change in address.
- (c) If requested in writing by the Customer, the Company will send bills to and will receive payments from agents or tenants acting as agents. However, this accommodation will in no way relieve the Customer of the liability for all water charges and the Company shall not be obligated to notify the Customer of the nonpayment of water bills by such agents or tenants acting as agents.
- (d) Payments shall be made at the office of the Company in person, by U.S. Mail or

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other acceptable delivery service or at such other places conveniently located as may be designated by the Company.

- (e) 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.
- (f) The use of water by the same Customer at different premises or localities will not be combined, and each water service shall stand by itself.

19. TERMS OF PAYMENT:

- (a) All bills 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. No disputed portion of a bill which relates to the proper application of approved rates and charges, or the Company's compliance with these regulations, shall be considered "due" during the pending of any complaint, investigation, hearing or appeal under these regulations. If a non-residential customer wishes to dispute a bill, it must provide written notice of such dispute to the Company within twelve (12) months of receipt of such bill.
- (b) Special charges, such as temporary services, shall be payable on demand.
- (c) Bills for the minimum charges for metered service shall be due and payable in arrears. Bills for water used shall be due and payable in arrears. The Company may render bills on either a semi-annual, quarterly, bi-monthly or monthly basis depending upon the class and quantity of service rendered.
- (d) Bills for public fire service shall be rendered quarterly or monthly in arrears and shall be due and payable as rendered.
- (e) Bills for private fire service shall be rendered quarterly or monthly in arrears and shall be due and payable as rendered.
- (f) The Company may terminate service to a household in which all residents are sixty-five (65) years of age or older only after such Company first secures the written approval of the Department. In addition to the application for such approval filed with the Department, the Company shall concurrently give written notice to the Department of Elder Affairs (or any such agency designated by the Department of Elder Affairs for such purposes), any third person to be notified pursuant to 220 CMR 25.05 (2), and the residents of such household. Prior to approval by the Department of such application, no Company may send notices threatening termination of service to any household which has notified the

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Company that all residents of the household are sixty-five (65) years of age or older.

- (g) Customer must notify the Company five (5) days prior to sale of their property so that the meter can be read and a final bill prepared. A Final Reading Fee as specified in Appendix A attached hereto shall be included in the final bill.

20. INTEREST CHARGE FOR LATE PAYMENT:

- (a) Except as otherwise provided herein, bills for water service shall be due and payable when rendered. A bill shall be deemed rendered when it is delivered to the customer personally or three days following the date of the mailing of the bill to the mailing address supplied by the customer to the Company, whether or not the bill is in dispute
- (b) No bill shall be considered due under applicable law or these Regulations in less than forty-five (45) days from receipt. No bill rendered to the Commonwealth of Massachusetts or to any agency, city, town, county or political subdivision thereof, shall be considered due under applicable law or these Regulations in less than fifty-five (55) days from receipt.
- (c) Except as provided in subsection (d) below, a bill rendered to a non-residential customer for which payment in full has not been received within 45 days from the date the bill was rendered shall bear interest at the applicable monthly rate as determined in subsection (e) below, on any unpaid balance from the due date until the date of payment.
- (d) A bill rendered to the Commonwealth of Massachusetts or to any agency, city, town, county or political subdivision thereof, for which payment in full has not been received within 55 days from the date the bill was rendered shall bear interest at the applicable monthly rate as determined in subsection (e) below, on any unpaid balance from the due date of payment.
- (e) The applicable monthly interest rate shall be established on February 1 each year based upon the previous year's annual average of two year Treasuries plus 1000 basis points, as per DPU Order 93-204-A, effective November 1, 1994.

21. ABATEMENTS AND REFUNDS:

No abatement shall be made which arises from leaks or water wasted by improper or damaged service pipes or fixtures belonging to the Customer, or for water services left on due to vacancy.

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22. 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 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, if the Customer desires a higher pressure than that furnished at the mains of the Company, the Customer shall install at his/her 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 desired, it shall be the Customer's responsibility to install the proper regulating device to reduce the pressure to the extent desired.
- (d) The Company shall have the right to reserve sufficient supply of water at all times in its reservoirs to provide for fire or any other emergencies, and may restrict or regulate the quantity of water used by its Customers in case of scarcity, or whenever the public welfare may require it. Refer to Water Conservation Measures/Authorities (Section 24).

23. 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 required for the public welfare.

24. CONSERVATION MEASURES AND AUTHORITIES:

- (a) The Company reserves the right to restrict water usage during drought conditions and periods of excessive consumption by consumers, if water supplies are deemed low. Restrictions are always deemed necessary to guarantee fire flow protection, health and sanitary requirements and whenever required for the public good.
- (b) The Company will, when possible, elect to implement water use restrictions consistent with those developed by the Town of Great Barrington, if any, so that town residents, as a group, are subject to the same restrictions. The Company

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reserves the right to utilize a more restrictive use policy if it determines that it faces a water supply shortage.

- (c) The following procedures will be utilized to announce, implement and enforce water use restrictions:
- i. The Company will provide advance notification to local agencies including the Department of Environmental Protection and the Department of Public Utilities prior to implementation of water use restrictions. The associated penalties and enforcement procedures will be on file with the respective agencies.
  - ii. Customers shall receive advanced notification through local media outlets or Company mailings that water restrictions will be implemented. In the case of an emergency requiring immediate implementation, termination of service for failure to respond to water use restrictions must be deferred until the customer is personally notified of the restrictions.
- (d) Water use restrictions will follow the customary four (4) stage method and customers will utilize their numerical address in determining water use permissions. Consumers with even numbered addresses may use water resources on even dates and those with odd numbered addresses may use water resources on odd dates.

Stage 1: Voluntary water conservation. Outside water usage is limited to an odd-even allocation program between sunset and sunrise. Water may not be used to fill pools or wash vehicles.

Stage 2: Mandatory water conservation. Outside water usage is limited to odd-even allocation program between sunset and sunrise. Water may not be used to fill pools or wash vehicles.  
First violation: Written Citation (No financial penalty).  
Second and subsequent violations: \$150 penalty.  
Third and subsequent violations within a calendar year: Termination of water service for a 24 hour period plus Company costs of termination and restoration and the aforementioned \$150 penalty.

Stage 3: Mandatory water conservation. Utilization of lawn sprinklers, irrigation systems, soakers and unattended hoses is expressly forbidden. Outside water usage is restricted to use of hand held devices for one hour per day between the

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hours of 7:00 PM and 7:00 AM following the odd-even allocation program. Water may not be used to fill pools. First violation: Written Citation (No financial penalty). Second and subsequent violations: \$150 penalty. Third and subsequent violations within a calendar year: Termination of water service for a 24 hour period plus Company costs of termination and restoration and the aforementioned \$150 penalty.

Stage 4: Complete (total) mandatory water conservation. All outside use of water is forbidden. First violation: Written citation. Second and subsequent violations: \$200 penalty. Third and subsequent violations within a calendar year: Termination of water service for a 24 hour period plus Company costs of termination and restoration, and the aforementioned \$200 penalty.

- (e) Notwithstanding anything to the contrary all consumers who are found liable for the termination and/or restoration of water service must also pay the Company's costs.
- (f) For purposes of this section the Company will charge a \$50.00 fee for each service termination and a separate \$50.00 fee for each service restoration during regular business hours and actual costs for terminations or restorations after regular business hours.
- (g) For purposes of this section an odd/even water use permission plan shall be interpreted to mean that residents with even numerical addresses may use water on even numbered days while residents with odd numerical addresses may use water on odd numbered days.

25. 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.

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26. 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 rates, 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.

27. 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 order made by the Department, then that particular part shall be ineffective but without in any way affecting the other portions thereof.

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**RULES AND REGULATIONS  
APPENDIX A**

**Schedule of Administrative Fees and Charges**  
**(November 1, 2007)**

Charge for testing meters 5/8" to 1"	\$ 95.00
Charge for testing meters 1-1/2" & larger	actual cost
	(This charge is refundable if meter is more than 2% inaccurate to the prejudice of the customer)
Turn-On Fee, Turn-Off Fee, Disconnection and Restoration Charges, during regular business hours:	\$ 50.00
Turn-On Fee, Turn-Off Fee, Disconnection and Restoration Charges, during non-business hours:	\$100.00
Return Check Fee	Actual Cost
Cross-Connection Testing Fee, during business hours	\$ 120.00
Cross-Connection Testing Fee, during non-business hours:	Actual Cost
Tie-in Fees:	
	3/4" - 1" \$500.00
	1 1/2" - 2" \$1,000.00
	4"-6" \$2,000.00
	8" + \$5,000.00
Broken Meter Seal	\$50.00
Final Reading Fee	\$50.00

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