

The Commonwealth of Massachusetts

2011

RETURN

OF THE

SHEFFIELD

WATER COMPANY

TO THE

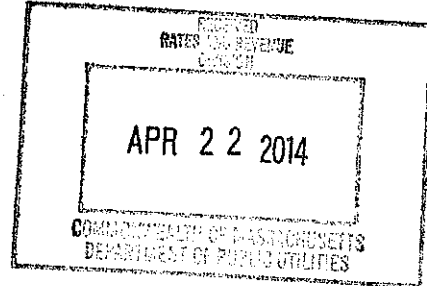
DEPARTMENT OF PUBLIC UTILITIES

OF MASSACHUSETTS

For the Year Ended December 31, 2011

Name of Officer to whom correspondence
should be addressed regarding this report, **Mrs. Mary Bartholomew**

Official title **President** ; *Office address* **1080 Undermountain Road**
Sheffield MA .*zip code* **01257**



GENERAL INFORMATION.

1. Full corporate title company, **Sheffield Water Company** Telephone No.
2. Location of principal business office, **Sheffield Massachusetts**
3. Date of organization, **April 3, 1895** 4. Date of incorporation, **March 16, 1895**
5. Whether incorporated under general or special law, **General Law**
6. If under special law, give chapter and year of act,
7. Give chapter and year of any subsequent special legislation affecting the Company,
8. Territory covered by charter rights, **Main Street, Side Streets, and adjoining territory**
and rights of way in Town of Sheffield
9. Capital stock authorized by charter, \$ **20,000**
10. Capital stock issued prior to August 1, 1914, \$ **20,000**
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.
Smith Watson & Company, LLP - Accounting \$ 14,859.00
.....
.....
14. Date when Company first began to distribute and sell water, **March 10, 1897**
15. Total number of stockholders, **9**
16. Number of stockholders resident in Massachusetts, **9**
17. Amount of stock held in Massachusetts, number of shares, **200**, amount, \$ **20,000**

GENERAL INFORMATION

PRINCIPALS AND SALARIED OFFICERS*

Titles	Names	Addresses	Annual Salaries
President	Mary Bartholomew	Sheffield, MA	16,958
Vice President	Mary Bartholomew	Sheffield, MA	
Superintendant	Mary Bartholomew	Sheffield, MA	
Clerk	Martha Williamson	Sheffield, MA	600
Treasurer	Mary Bartholomew	Sheffield, MA	

DIRECTORS*

Names	Addresses	Fees Paid During Year
Mary Bartholomew	Sheffield, MA	250
Dana Bartholomew Jr.	Sheffield, MA	250
Martha Williamson	Sheffield, MA	250
Grace Campbell	Sheffield, MA	250

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."

Comparative General Balance Sheet.

Beginning Balance	Assets	Ending Balance	Net Change During Year
	Investments		
881,687	101 - 113 Plant Investment (p 202)	1,280,034	398,347
35,780	114 - 119 General Equipment (p 202)	37,575	1,795
	201 Unfinished Construction (p 202)		-
	202 Miscellaneous Physical Property (p 203)		-
	203 Other Investments (p 203)		-
917,467	Total Investments	1,317,609	400,142
	Current Assets		
10,375	204 Cash	13,975	3,600
	205 Special Deposits		
	206 Notes Receivable		
52,116	207 Accounts Receivable	65,783	13,667
	208 Interest and Dividends Receivable		
544	209 Materials and Supplies	544	-
	210 Other Current Assets		
63,035	Total Current Assets	80,302	17,267
	Reserve Funds		
	211 Sinking Funds		
	212 Insurance and Other Funds		
-	Total Reserve Funds	-	-
	Prepaid Accounts		
2,246	213 Prepaid Insurance	2,869	623
	214 Prepaid Interest		
	215 Other Prepayments	-	-
2,246	Total Prepaid Accounts	2,869	623
	Unadjusted Debits		
	216 Unamortized Dept Discount Exp (p 203)		-
	217 Property Abandoned		
-	218 Other Unadjusted Debits (p 203)	-	-
-	Total Unadjusted Debits	-	-
982,748	Grand Total	1,400,780	418,032

Comparative General Balance Sheet.

Beginning Balance	Liabilities	Ending Balance	Net Change During Year
	Capital Stock		
20,000	301 Common Stock (p 204)	20,000	-
	302 Preferred Stock (p 204)		
	303 Employees' Stock (p 204)		
20,000	Total Capital Stock	20,000	-
	304 Premium on Capital Stock		
	Bonds, Coupon and Long Term Notes		
	305 Bonds (p 204)		
98,021	306 Coupon and Long Term Notes (p 204)	467,787	369,766
98,021	Total Bonds, Coupons and Long Term Notes	467,787	369,766
	Current Liabilities		
95,973	307 Notes Payable (p 205)	123,978	28,005
37,821	308 Accounts Payable	65,435	27,614
-	309 Customers' Deposits	-	-
	310 Matured Interest Unpaid		
	311 Dividends Declared		
167	312 Other Current Liabilities	1,252	1,085
133,961	Total Current Liabilities	190,665	56,704
	Accrued Liabilities		
448	313 Tax Liability	-	(448)
-	314 Interest Accrued	-	-
	315 Other Accrued Liabilities	-	-
448	Total Accrued Liabilities	-	(448)
	Unadjusted Credits		
	316 Premium on Bonds (p 205)		-
-	317 Other Unadjusted Credits (p205)	-	-
-	Total Unadjusted Debits	-	-
	Reserves		
	318 Insurance and Casualty Reserves		
369,503	319 Depreciation Reserve (p 204)	398,608	29,105
31,207	320 Other Reserves (deferred tax)	30,730	(477)
400,710	Total Reserves	429,338	28,628
	Appropriated Surplus		
	321 Sinking Fund Reserves		
	323 Contributions for Extensions		-
322,441	324 Surplus Invested in Plant	327,707	5,266
322,441	Total Appropriated Surplus	327,707	5,266
7,167	400 Profit and Loss Balance (p 301)	(34,717)	(41,884)
329,608	Total Corporate Surplus	292,990	(36,618)
982,748	Grand Total	1,400,780	418,032

Plant Investment Accounts

Name of Account	Beginning Balance	Additions	Retirements	Adjustments	Ending Balance
Intangible Property					
Organization					
Misc Intangible Invest	79,794		1,503		78,291
Total Intangible Property	79,794	-	1,503	-	78,291
Tangible Property					
Land	62,931				62,931
Structures	127,657				127,657
Pumping Plant Equipment	38,993				38,993
Improvements	6,247				6,247
Trans'n and Dist'n Mains	279,534	464,607			744,141
Services	25,849				25,849
Consumers' Meters	149,650				149,650
Hydrants	16,433		3,411		45,600
Fire Cist'ns, Basins, Fount'ns	-	32,578			-
Water Rights	675				675
Work In Progress	93,924	377,569	471,493		(0)
Total Plant Investment	881,687	874,754	474,904	-	1,280,034
General Equipment					
Office Equipment	11,751	1,795			13,546
Shop Equipment	3,303				3,303
Stores Equipment					
Transportation Equipment	11,710				11,710
Laboratory Equipment					
Miscellaneous Equipment	9,016				9,016
Total General Equip	35,780	1,795	-	-	37,575
Total Cost of All Property	917,467	876,550	476,407	-	1,317,609
Assessed Value of Real Estate					409,800
Assessed Value of Other Property					349,200
Total Assessed Value					759,000

Supporting Schedule A
Plant Additions, Retirements and Adjustments

	<u>Additions</u>	<u>Retirements</u>	<u>Adjustments</u>
<u>Misc Intangible Invest</u>			
Remove Mortgage Costs		\$1,503	
<u>Trans'n and Dist'n Mains</u>			
6" Ductile Iron -MJ Route	\$240,549		
3/4 Inch Copper Service	\$51,567		
6 Inch Ductile Iron - MJ	\$29,588		
4 Inch Ductile Iron MJ Cook	\$720		
6 Inch Ductile Iron MJ Frede	\$44,834		
4 Inch Ductile Iron MJ Frederick	\$523		
6 Inch Ductile Iron MJ Hew	\$90,951		
3/4 Inch Copper Service Hew	\$5,875		
	<u>\$464,607</u>		
<u>Hydrants</u>			
5 Fire Hydrants Route 7	\$21,468		
Fire Hydrant Cook Road	\$3,703		
2 Fire Hydrants Hewins Street	\$7,407		
Disposed of Hydrants			\$3,411
	<u>32,578</u>		<u>3,411</u>
<u>Work In Progress</u>			
Additions to Work In Progress	\$377,569		
Reclassifications of Work In Progress			\$471,493
	<u>\$377,569</u>		<u>\$471,493</u>
<u>Office Equipment</u>			
Cusi-Software for reader	\$ 1,795		

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)	Not 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	.....	\$ .....
7	.....
8	.....
9	TOTAL.	

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	\$	\$	\$	\$
11				
12				
13				
14				
15	TOTALS.				

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	\$	\$	\$	\$
17				
18				
19				
20				
21	TOTALS.				

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 Col. (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	200	\$ 100	\$ 20,000	\$ 20,000	\$
2	Preferred					
3	Employees					
4						
5	TOTALS			20,000	20,000	

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. (h) 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	Total Bonds,								
10	Coupon and Long Term Notes:								
12	Salisbury Bank and Trust	1992	2021	150,000	89,154	P+2.75% M	5,715	5,715	
13	MWPAT	2011	2031	1,035,671	378,629	2% A	0	0	
14									
15									
16	Total Coupon & Long Term Notes			1,185,671	467,783		5,715	5,715	
17							5,715	5,715	
18	GRAND TOTAL.						TOTALS		

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	Salisbury Bank & Trust	08/26/2010	08/01/2012	Corporate Assets	P+ 1%	103,973.00	
2	Mary Bartholomew	11/14/2011	on demand	Corporate Assets	0.19%	20,005.00	
3							
4							
5							
6							
7							
8	TOTAL						123,978.00

Corporate Assets 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.

Line No.	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	None	\$		\$		\$		\$	
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.

Line No.	NAME OF SUBACCOUNT. (a)	Character of Subaccount. (b)	Amount. (c)
13	None		\$
14			
15			
16			
17			
18	TOTAL.		

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,	\$ 369,504
2	Credits to Depreciation Reserve during year:	
3	Acct. 610-10 Depreciation,	22,362
4	Other Accounts (Specify), Amortization	11,656
5	.....
6	TOTAL CREDITS DURING YEAR,	34,018
7	Net Charges for Plant Retired:	
8	Book Cost of Plant Retired,	(4,914)
9	Cost of Removal,	
10	Salvage (Credit in red),	
11	.....
12	NET CHARGES DURING YEAR,	
13	Balance December 31,	398,608

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	..... Plant and equipment depreciated at a rate of 2% or 45 years.
15	..... Office equipment depreciated at a rate of 10%-20%
16	..... Shop equipment depreciated at a rate of 10%-20%
17	.....
18	.....

Income Statement For The Year

Account Number	Item	Amount	Net Change
	Operating Income		
500	Operating Revenues (p 302)	213,396	28,608
600	Operating Expenses (p 302-303)	222,748	71,186
	Net Operating Revenues	(9,351)	(42,577)
550	Uncollectible Operating Revenues	-	-
551	Taxes (P 303)	14,736	(3,212)
	Net Operating Income	(24,087)	(39,365)
	Non-Operating Income		
560	Mdse. And Jobbing Revenue		
561	Rent from Appliances		
562	Miscellaneous Rent Income		
563	Interest and Dividend Income	19	(18)
564	Inc. from Sink. And Other Res. Funds		
565	Amortization of Premium on Bonds		
566	Miscellaneous Non-operating Income	-	-
	Total Non-operating Income	19	(18)
	Total Gross Income	(24,068)	(39,383)
	Deductions From Gross Income		
575	Miscellaneous Rents		
576	Interest on Bonds and Coupon Notes		-
577	Miscellaneous Interest Deductions	10,649	2,501
578	Amortization of Discount (p 203)	-	-
579	Miscellaneous Deductions from Income		
	Total Deductions from Gross Income	10,649	2,501
	Income Balance Transferred to Profit and Loss	(34,717)	(41,884)

Profit and Loss Statement

Account Number	Item	Debits	Credits
	Credits		
401	Credit Balance at Beg of Fiscal Period (p 201)		329,608
402	Credit Balance transferred from Income Acct (p301)		(34,717)
403	Miscellaneous Credits (note)		
	Debits		
411	Debit Balance at Beg of Fiscal Period (p 201)		
412	Debit Balance transferred from Income Acct (p 301)		
413	Surplus applied to Sinking Fund and Other Reserves		
414	Dividend Appropriations of Surplus (p 302)	1,900	
415	Appropriations of Surplus for Depreciation (p 204)		
416	Disn't on Bonds (p 203)		
417	Other Deductions from Surplus (note)		
418	Appropriations of Surplus for Construction		
	Balance Carried Forward to Balance Sheet	292,990	
	Totals	294,890	294,890

Operating Expenses

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	9,980	(8,950)
	Total Source of Water Supply Expenses	9,980	(8,950)
602	Water Purchased for Resale		
	Pumping Expenses		
603-1	Pumping Labor		-
603-2	Boiler Fuel		
603-3	Water for Steam		
603-4	Electric Power Purchased	17,528	(1,054)
603-5	Misc Pumping Station Supplies and Exps		
604-1	Maint of Power Pumping Bldg & Fixtures		
604-2	Maint of Pumping Equipment	-	(108)
604-3	Maint of Misc Pumping Plant Equipment		
	Total Pumping Expenses	17,528	(1,162)
	Purification Expenses		
605-1	Purification Labor		-
605-2	Purification Supplies and Expenses	-	(1,240)
606-1	Maintenance of Purification Bldgs & Fixtures		
606-2	Maintenance of Purification Equipment		
	Total Purification Expenses	-	(1,240)
	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	3,139	3,139
609-2	Maint of Trans and Dist Mains	6,722	6,722
609-3	Maint of Storage, Reservoirs, Tanks and Standpipes		
609-4	Maint of Services		
609-5	Maint of Meters	749	714
609-6	Maint of Hydrants	4,070	4,070
609-7	Maint of Fountains and Troughs		
	Total Trans and Dist Expenses	14,680	14,645
	General and Miscellaneous Expenses		
610-1	Salaries of General Officers and Clerks	46,558	(1,692)
610-2	General Office Supplies and Expenses	10,812	(1,718)
610-3	Law Expenses (and other professional services)		-
610-4	Insurance	10,843	956
610-5	Accidents and Damages		
610-6	Store Expenses		
610-7	Transportation Expenses	1,883	492
610-8	Inventory Adjustments		
610-9	Maint of General Structure		
610-10	Depreciation	22,362	1,746
610-11	Miscellaneous General Expenses	88,102	68,110
	Total General and Miscellaneous Expenses	180,560	67,894
	Grand Total Operating Expenses	222,748	71,187
	Taxes		
	Real Estate	Federal	State
	Per. Prop.		
	Other	(591)	114
	Payroll	3,677	467
	MA Franch		
	Federal Corp	-	-
	Totals	3,086	581
			Municipal
			Total
			6,304
			4,104
			661
			184
			4,144
			-
			-
			11,069
			14,736

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.	Acc't No.	CLASS OF WATER OPERATING REVENUE. (a)	Amount of Revenue for Year. (b)		Comparison with Revenue of Previous Year. (Increase in Black, Decrease in Red.) (c)	
			\$	*	\$	*
REVENUES FROM SALE OF WATER.						
1	501	Metered Sales to General Consumers,	205,544	*	29,963	*
2	502	Flat-rate Sales to General Consumers,				
3	503	Sales to Other Water Companies,	7,852	*	(1,354)	*
4	504	Municipal Hydrants,				
5	504	Miscellaneous Municipal Revenues,				
6	505	Total Revenues from Water Operations,	213,396	*	28,609	*
MISCELLANEOUS REVENUES.						
7		Rent from Property used in Operation,	0	*	0	*
8	506	Miscellaneous Operating Revenues,				
9	507	Total Revenues from Miscellaneous Operation,				
10		Total Operating Revenues,	213,396	*	28,609	*
11						
12						

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 PER CENT		Amount of Capital Stock on which Dividend was Declared. (d)	Amount of Dividend. (e)	Declared. (f)	DATE Payable. (g)
		Regular. (b)	Extra. (c)				
13	Common Stock	9-1/2%		\$ 20,000	\$ 1,900	12/15/11	12/15/11
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24				TOTALS.	1,900		

REAL ESTATE INFORMATION.

1. Land owned by the Company.

	Location.	Use.
A.	East Mt. (Water Farm Rd) Sheffield, MA	Watershed and Reservoir
B.	Brush Hill, (Water Farm Rd) Sheffield, MA	Watershed and Reservoir
C.	South Main St. (Pike Rd) Sheffield, MA	Well and pumping house
D.	Maple Avenue, Sheffield, MA	Well and pumping house
E.		
F.		
G.		
H.		
I.		
J.		

	Area.	When Bought.	Cost.
A.	320 acres	1896	no record
B.	36 acres	1896	no record
C.	2 acres	1956	1,548.20
D.	27.8 acres	1992	53,453.00
E.			
F.			
G.			
H.			
I.			
J.			

Buildings owned by the Company.

	Location.	Use.
A.	East Mt. (Water Farm Rd) Sheffield, MA	Covering over reservoir
B.	South Main Street (Pike Rd) Sheffield, MA	Pumphouse
C.	Water Farm Road (Brush Hill) Sheffield, MA	Pumphouse and covering over Reservoir
D.		
E.		
F.		
G.		
H.		
I.		
J.		
K.		

	Size.	Material.	When Built.	Cost.
A.	20X40	Wood	1996 (rebuilt)	1,000
B.	8x12	concrete/brick	1957	5,500
C.	20x40	Wood	1957	4,213
D.				
E.				
F.				
G.				
H.				
I.				
J.				
K.				10,713

* 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.

Source of water are wholly owned

2 reservoirs, 4 springs, 2 wells

Sources are covered and wells protected

Water is tested regularly by approved laboratories for Department of Environmental Protection as required

2. Watersheds owned by the Company.

Location.	Area.	When Bought.	Cost.*
A. East Mountain (Water Farm Rd)	320 acres	1896	No record
B. Brush Hill (Water Farm Rd)	36 acres	1896	No record
C. South Main Street (Pike Rd)	2 acres	1956	1,548
D. Maple Avenue	28 acres	1992	53,453
			55,001

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 rights were bought at the time of incorporation and transferred to the Corporation in 1915. They are carried on the books at \$500. In addition, \$175 was paid in 1956 for well options.

* By cost is meant 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.	South Main Street (Pike Rd)	8"	248'	covered	1957	10,906
B.	Maple Avenue	8"	311'	covered	1992	87,168
C.						
D.						
E.						
F.						98,074

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

Reservoirs.

	Location	Area at Surface When Full.	Full Capacity in Gallons.	When Built.	Cost.*
A.	East Mountain (Water Farm Rd)	30x40	not in use		
B.	East Mountain (Water Farm Rd)	20x40	not in use	1896	6,000
C.	East Mountain (Water Farm Rd)	20x40	30,000	1936	4,000
D.					
E.					
F.					10,000

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.

A. : not in use

B. Spring covered by wooden building, concrete sides, gravel bottom and screened windows-NOT IN USE

C. : Storage reservoir, wooden building, concrete sides and bottom, screened windows

* 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.....

2. BOILERS.

This schedule not presently used

3. CHIMNEYS.

This schedule not presently used

4. PUMPING ENGINES, STEAM-ACTUATED.

This schedule not presently used

5. PUMPS, DRIVEN BY CONNECTED POWER.

LOCATION.		TYPE.	NAME OF BUILDER.	WHEN INSTALLED.	COST.*
A.	Spring Water Farm Rd.	Turbine	GOULDS	1975	487.53
B.	Pike Rd Well	Submersible	GOULDS	2007	9,664.00
C.	Maple Ave Well.	Submersible	GOULDS	2010	8,301.53
D.					
E.					
F.					
G.					
H.					
I.					
J.					18,453.06

	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.							50,000
B.							172,800
C.							129,600
D.							
E.							
F.							
G.							
H.							
I.							
J.							322,800

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

PUMPING INFORMATION -- Continued

Gas producers.

This schedule not presently used

7. Internal combustion engines.

	Location.	Name of Builder.	When Installed.	Type of Drive.	Cost.*
A.					
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.							
B.							
C.							

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

	LOCATION.	NAME OF BUILDER.	WHEN INSTALLED.	COST.*
A.	Pumping at spring (Water Farm Rd)	General Motors	1975	145.00
B.	Pump at well (Pike Rd)	Goulds	2007	in pump
C.	Pump at well (Maple Ave)	Goulds	2010	in pump
D.				
E.				
F.				
G.				
H.				145.00

	A.C. or D.C. If A.C. GIVE PHASE.	VOLTS.	TYPE OF DRIVE.	RATED H.P.
A.				
B.				
C.				
D.				
E.				
F.				
G.				
H.				

Total Horse Power,

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

PUMPING INFORMATION — Continued.

9. WATER WHEELS AND TURBINES.

		LOCATION.	NAME OF BUILDER.	WHEN INSTALLED.	COST.*		
A.	None						
B.							
C.							
D.							
		TYPE OF MACHINE.	DIAM. OF RUNNER.	WORKING HEAD.	SPEED.	TYPE OF DRIVE.	RATED H.P.
A.	None						
B.							
C.							
D.							
						Total Horse Power,	

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.

None

* 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,	10,614						
February,	9,138						
March,	9,074						
April,	9,807						
May,	8,373						
June,	10,417						
July,	10,597						
August,	10,109						
September,	9,557						
October,	9,828						
November,	9,190						
December,	9,010						
Totals,	115,714						

- 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 Kw hr., \$0.16058
- 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 115,714 K. W. Hrs.

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.
	1"	Galvanized		152				152
	1 1/2"	Galvanized		514		514		0
	1 3/4"	Galvanized		180		88		92
	2"	Galvanized		1449		1205		244
	2 1/8"	Galvanized		7365				7365
	3"	Galvanized		0				0
	4"	Iron		5560		3590		1970
	8"	Iron		9500				9500
	1 1/2"	Copper		2020				2020
	3/4"	Copper		100			1,359	1,459
	1/2"	Copper		100				100
	8"	Transite		6100				6,100
	6"	Transite		8100				8,100
	4"	Transite		3925				3,925
	6"	Ductile Iron		8402			5,378	13,780
	2"	PVC		2679				2,679
	6"	PVC		2560				2,560
	4"	Ductile Iron					19	19
TOTALS,				58,706		5,397	6,756	60,065

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, miles

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

DISTRIBUTION INFORMATION — Continued.

6. Water towers or stand pipes.

	Location.	LAND.		
		Area.	When Bought.	Cost.*
A.			
B.			
C.			
D.			

	Inside Diameter.	Capacity in Gallons.	When Built.	Cost.*
A.			
B.			
C.			
D.			

7. Services.

Nominal Diameter 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.
3/4"	Galvanized	150			150
3/4"	Copper	215			215
1/2"	Copper	101			101
2"	Galvanized	4			4
1"	Copper	4			4
4"	Transite	2			2
1"	Galvanized	1			1
6"	Ductile Iron	1			1
2"	Copper	2			2
TOTALS.		480			480

8. Average length of service pipe feet.....
9. Average cost of service laid during the year, \$
10. Percentage of services that are metered,
11. Percentage in income that is metered,
12. Leaks in service during the year,
13. Are service pipes paid for by consumers, in whole or in part and to what extent?

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

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.
4	2	34	5		29
2-1/2	2	2			2
6	2	3		8	11
TOTALS,		39	5	8	42

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.
TOTALS,					

19. Were the above hydrants purchased and installed at the expense of the Company?

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	457	3			457	3
5/8						
¾	15				15	
1	3				3	
1½	2				2	
2						
3						
4						
6						
TOTALS.	477	3			477	3

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

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? No

* 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.

CONSUMPTION INFORMATION.

1. Estimated total population of territory covered by franchise,
2. Estimated population reached by the distributing system,
3. Estimated population actually supplied,
4. Total consumption during the year, gals.
5. Average daily consumption, 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, per cent. of total consumption..

13. **CUSTOMERS.**

Number being Supplied at Beginning of Year.	Disconnected Since.	Connected Since.	Number being Supplied at Close of Year.
482	1	1	482

Name of City, Town or District.	Number of Customers as of December 31.
Sheffield, MA	482*
* 477 meter customers 5 fixed fee customers	

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.

meter, See attached Schedule

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?

PC 417

THIS RETURN IS SIGNED UNDER THE PENALTIES OF PERJURY

Mary N. Bartholomew President.

Mary N. Bartholomew Treasurer.

.....
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.....
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.....
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.....
.....

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 165.

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 6. 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.

**PROPOSED SCHEDULE 2
PHASE I**

SHEFFIELD WATER COMPANY

1080 Undermountain Road
PO Box 295
Sheffield, Massachusetts 01257

**Water Rates
And
Regulations**

M.D.P.U. NO. 11

CANCELING

M.D.P.U. NO. 10

Effective
June 30th, 2010

METERED RATES

Applicable to all classes of service

Availability

Available to all users when quantities of water consumed is determined by meter. Subject to the rules and regulations of the Company.

Minimum Charges

Minimum charges with quantities of water allowed, without additional charges, will be made to each customer for each meter. Such charges and such allowances of water for each size meter are as follows:

Size of Meter in Inches	Quarterly Allowance in Gallons	Quarterly Base Charge
5/8 or 3/4	7,500	\$ 71.39
1	15,000	120.24
1 1/2	30,000	237.98
2	80,000	341.93

Volumetric Charges

The following shall be the rates at which water will be furnished for amounts in excess of the quarterly allowances listed above.

Per 1000 gallons per quarter or any part thereof:

		per 1000 gal
For the next	20,000	2.13
For the next	30,000	3.26
For the next	40,000	3.38
Over 90,000	90,000	3.51

FIXTURE RATES

Available for Domestic and Family users and Small Commercial Users.

The following rates apply to one family in any one dwelling. Where two or more families occupy the same dwelling and use the same fixtures, the rates apply to each such family.

First faucet installation in sink, washbowl, set-tub, or other faucet installation, per year	\$126.50
First tub/shower, per year	\$ 33.82
First toilet, per year	\$ 33.82
Each additional fixture, per year	\$ 26.30
Each hose connection, per year	\$ 77.66
Swimming Pool, in addition to a hose connection, per year	\$ 90.18
Farm; fixture rates to apply plus \$ 2.51 per head of horse, cattle or other farm animal.	

INSTALLATIONS

A faucet installation consists of an outlet of either cold or hot water, or both, in any one receptacle.

A bathtub installation consists of an outlet consisting of faucets or a shower of either hot or cold water, or both, in any one bathtub or like receptacle.

An automatic laundry machine is treated as an additional faucet installation.

A water softener is treated as an additional faucet installation.

An automatic dishwasher is treated as an additional faucet installation.

A toilet installation consists of cold water outlet controlled by a self-closing float valve with appropriate receptacle.

A swimming pool is either an above ground or in ground installation.

All such installations shall be deemed to be installed and subject to charge at the foregoing applicable rates unless both the water outlets and the receptacle drain of such installation are disconnected and plugged in a manner acceptable to the Company.

FIRE PROTECTION

Public hydrants now and hereafter installed or located by the Sheffield Water Company in the public streets and ways in the town of Sheffield:

Public hydrants, each \$ 261.77 per year

Private hydrants, installed at owner's expense, at contract rates.

PAYMENTS

Payment for unmetered services is to be made in advance for the quarter. Metered service will be billed in arrears.

RULES AND REGULATIONS

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 in a regular and legal manner, 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.

2. DEFINITIONS APPLICABLE TO FOLLOWING SECTIONS:

The words "Company" or "Water Company" refer to the Sheffield Water Company.

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 Sheffield Water 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 service pipe from the main to the property line of the premises to be serviced, including the corporation cock, curb cock, and curb box.

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

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.
- (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. 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 in writing to the water company by the owner of the premises to be supplied, or his duly authorized representative at least 30 days in advance.
- (b) The Company will enter into no agreement 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) The property owner will be required to contract for water service furnished to premises.
- (d) 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.
- (e) The Company shall furnish, install, own and maintain all service connections, provided the costs of material and labor supplied by the Company for 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, or repair to or replacement of old services, shall be borne by the customer or other applicant for service.
- (f) The Company shall provide, furnish, install, own and maintain all meters and meter installations.
- (g) There shall be a tap-in fee for each new service of \$250.00 plus installation costs including materials payable in advance to the Water Company.
- (h) In the event of subdivision for the construction of one or more houses, the owner or contractor must deposit in advance with the Company, an amount equal to the cost of the installation to the property line as determined by the superintendent of the Water Company.

4. 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.
- (c) A Rebate for Vacancy of not less than nine months will be allowed provided notice be given at the office of the Superintendent at the time of vacancy and reoccupation, but no rebate of water rated for discontinuance from other causes within a year will be allowed.

When premises become vacant, the waste-cock in the cellar must be closed and the Water Company notified. Parties will be liable for any damages resulting from neglect to conform with this requirement.

5. CUSTOMER'S LIABILITY FOR CHARGES:

- (a) 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 notified the Company to discontinue the service for his account and a final meter reading (if applicable) is obtained. Premises with remote reading meters must have both inside meter and remote meter read.
- (b) Should the number or variety of the fixtures be incorrectly stated on the customer's bill, the customer should inform the Company of its error. Should the Company at any time, except through the voluntary acknowledgment of the customer by correcting his bill, discover the use of other fixtures than those indicated on the Company's billing lists the Company shall be entitled to assume that such extra fixtures have been in use on the premises since the date of the last alteration noted on the Company's books and the customer shall be liable for the amount due on this fixture from the date of this last alteration to the date of the last billing; provided, however, that if a customer can prove a later date of installation and agrees to pay for such date, such later date shall apply.
- (c) Waste of Water should be scrupulously avoided. Use of any type of sprinkler is not allowed. Hose for lawns and gardens shall only be used on the premises of the customer or on the street immediately bordering such premises. Such use of hose is permitted only with a self-closing nozzle not exceeding one-fourth inch orifice attached to a faucet installed for use of hose only and for not more than three hours on any day. Any customer will be subject to a penalty of \$25.00 per day for each day of unauthorized consumption. Customer making such extra use of his hose shall be informed of the extra charge within a week of contraction of this charge, and such charge shall be due on the next billing date.

6. STREET SERVICE CONNECTIONS:

The Company will make all connections to its mains and will specify the size, kind and quality of all materials entering into the street service connection.

- (a) As used herein, street 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 will be furnished and installed by the Company. The cost of labor and material shall be the responsibility of the customer, as well as subsequent replacement and repair. The material, 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 the sole jurisdiction and control of the company.
- (b) Where a street service connection is already laid to the property line, the customer shall connect with the street service connection as laid. Connections must be made in accordance with all other Company Rules and Regulations.

- (c) The curb box shall be set at or near the curb or property line and shall be kept accessible at all times, by the customer.
- (d) New street service connections shall not be laid during the months of November, December, January, February and March except at the discretion of the Company.
- (e) The street service connection from the main to the property line will be maintained by the customer at his expense.
- (f) 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 outlet side of the curb cock.

7. CUSTOMER'S SERVICE PIPE:

- (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 10 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. The Company may grant exceptions in writing 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 premise 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 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 a 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.
- (i) Any repairs, maintenance or replacement necessary to the customer's service pipe or fixture in or upon the customer's premise 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.
- (k) Old existing 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) No customer will be allowed to supply water to any other person or family.

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 the 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 violation of these rules and regulations, the Company will insist upon its being corrected before the water will be turned on.

9. CROSS-CONNECTIONS NOT ALLOWED:

- (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 sources unless specifically approved by the Department of Environmental Protection of The Commonwealth of Massachusetts.
- (b) Piping systems supplying swimming pools or tanks in which water might become polluted, shall be so arranged as to preclude water from re-entering the water distribution system by siphonage or other means. The Company shall in each case approve these installations.

- (c) The customer will allow the Company to survey and inspect any facility, including swimming pools and any other connection requiring protective devices relative to cross connections as described in DEP 310 CMR 22.22(10)(a)I. Upon notification to the customer of any violation of the above regulations, the customer will immediately install the appropriate protective device as determined by the Company, or disconnect from the Company's system.
- (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 political subdivision is located, and/or regulations specified by the Department of Environmental Protection.

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 expense a readily accessible and protected location for the installation of a meter 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 may be easily examined, read or removed; and the customer shall also provide at his 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) When the customer's meter is not installed in a building it shall be placed in 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 done 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.
- (h)
 1. A customer's refusal or failure to permit the Company to install 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 appointment. Customer shall have twenty-one (21) days following receipt of a written request from the Company to schedule an appointment for meter installation. Any customer who fails to respond to the initial twenty-one day notice shall receive a second written request from the Company, which request will 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 meter installation 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.
 2. Upon a customer's refusal or failure (as defined in subsection (1) above) to permit installation of a meter, the Company shall provide the customer with written notification of its intent 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 not 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.
 3. 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 single service because of conditions in the Company's distribution system, the registration and minimum charges of such meters shall be combined.
- (b) When more than one meter is installed on a Customer's premises at the request of the customer or due to conditions existing on the premises of the customer, each meter shall be treated separately as if it belonged to a separate customer and the registrations shall not be combined.

12. METER TESTS AND TEST FEES:

- (a) All meters are accurately tested before installation 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 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 shall be witnessed by the customer or his authorized representative.
- (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 and the meter shall forthwith be adjusted by the Company and the current bill corrected based on an agreement between the Company and the customer for an appropriate adjustment of the prior billing period(s). This correction shall apply to both over and under registration and another meter, which has been properly adjusted, shall be installed. If the customer is not satisfied with the Company opinion, he has the right to contact the Company and/or the Department of Public Utilities regarding further action or determination.
- (d) For the test of meters made upon request of the customer, the following fees shall be paid:
 - 1 inch meter or smaller.....\$4.00
 - Over 1 inch to 3 inches.....\$6.00
 - Over 3 inches.....\$10.00

13. PUBLIC FIRE HYDRANTS:

- (a) All public fire hydrants shall be furnished, installed and maintained by the Company.
- (b) The municipality will pay for any expense for any repairs caused by the negligence of employees of the municipality or by members of the fire department.
- (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) The Company will make inspections and tests of public hydrants at convenient times and reasonable intervals.
- (e) Whenever a municipality and/or a customer request a change in location, size or type, or permanent removal of a fire hydrant, such change will be made by the Company at the expense of the municipality and/or the Customer.

14. 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, such as failure to repair service leaks within customers own property line.
 - 2. Misrepresentation in application as to identity.
 - 3. For vacancy.
 - 4. For nonpayment of any account for water supplied.
- (b) Whenever the customer desires to have his service contract terminated or his water service disconnected, he shall so notify the Company. Until such notice is received by the Company and the Company has access to shut off the water and/or remove the meter or obtain the final readings, (if applicable) 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.

- (c) Discontinuing the supply of water to any premise 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.

15. 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 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. A payment plan on overdue charges can be arranged if so desired.

16. TURN OFF CHARGE:

- (a) When it is necessary to discontinue water service to any premises because of violation of the rules and regulations or an account of non-payment of any bill or by request of a customer for any reason, a charge of twenty-five dollars (\$25.00) 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 required to locate and access the curb valve shut off, must be paid before the water will again be turned on.
- (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 the payment of future bills before the water will be turned on.

17. 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) 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 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 in different premises or localities will not be combined, and each installation shall stand by itself.

18. 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 dispute 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 resolution of any complaint, investigation, hearing or appeal under these Regulations.
- (b) Special charges, such as temporary service, 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 above the allowance included in the minimum charge 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 public fire service shall be rendered quarterly or monthly in arrears and shall be due and payable as rendered.

- (c) 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

19. ABATEMENTS AND REFUNDS:

- (a) 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.

20. 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) Where the pressure to a customer's premises is greater than he wished, it shall be his responsibility to install the proper regulating device to reduce the pressure to the extent desired.
- (c) 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 customer in case of scarcity, or whenever the public welfare may require it.

21. 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, and 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.

22. 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.
- (c) The Company shall in no event be liable for any damages or inconveniences caused by reasoning of low pressure regardless of cause.

23. 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 such failure to notify the customer in advance of its intention to discontinue service.

24. 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.

SHEFFIELD WATER COMPANY

1080 Undermountain Road
P. O. box 295
Sheffield, Massachusetts 01257

**Water Rates
And
Regulations**

M.D.P.U. NO. 12

CANCELING

M.D.P.U. NO. 11

Effective

December 31, 2011

METERED RATES

Applicable to all classes of service

Availability

Available to all users when quantities of water consumed is determined by meter. Subject to the rules and regulations of the Company.

Minimum Charges

Minimum charges with quantities of water allowed, without additional charges, will be made to each customer for each meter. Such charges and such allowances of water for each size meter are as follows:

Size of Meter in Inches	Quarterly Allowance in Gallons	Quarterly Base Charge
5/8 or 3/4	7,500	\$ 85.79
1	15,000	\$ 144.49
1 1/2	30,000	\$ 285.98
2	80,000	\$ 410.89

Volumetric Charges

The following shall be the rates at which water will be furnished for amounts in excess of the quarterly allowances listed above.

Per 1000 gallons per quarter or any part thereof:

		per 1000 gal
For the next	20,000	2.56
For the next	30,000	3.91
For the next	40,000	4.06
Over 90,000	90,000	4.21

FIXTURE RATES

Available for Domestic and Family users and Small Commercial Users

The following rates apply to one family in any one dwelling. Where two or more families occupy the same dwelling and use the same fixtures, the rates apply to each such family.

First faucet installation in sink, washbowl, set-tub, or other facet installation, per year	\$152.00
First tub/shower, per year	\$ 40.64
First toilet, per year	\$ 40.64
Each additional fixture, per year	\$ 31.61
Each hose connection, per year	\$ 93.31
Swimming Pool, in addition to a hose connection, per year	\$108.36
Farm: fixture rates to apply plus \$3.01 per head of horse, cattle or other farm animal.	

INSTALLATIONS

A faucet installation consists of an outlet of either cold or hot water, or both, in any one receptacle.

A bathtub installation consists of an outlet consisting of faucets or a shower of either hot or cold water, or both, in any one bathtub or like receptacle.

An automatic laundry machine is treated as an additional faucet installation.

A water softener is treated as an additional faucet installation.

An automatic dishwasher is treated as an additional faucet installation.

A toilet installation consists of cold water outlet controlled by a self-closing float valve with appropriate receptacle.

A swimming pool is either an above ground or in ground installation.

All such installations shall be deemed to be installed and subject to charge at the foregoing applicable rates unless both the water outlets and the receptacle drain of such installation are disconnected and plugged in a manner acceptable to the Company.

FIRE PROTECTION

Public hydrants now and hereafter installed or located by the Sheffield Water Company in the public streets and ways in the town of Sheffield.

Public hydrants, each	\$314.57 per year
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Private hydrants, installed at owner's expense, at contract rates.

PAYMENTS

Payment for unmetered services is to be made in advance for the quarter. Metered service will be billed in arrears.

RULES AND REGULATIONS

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 in a regular and legal manner, 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.

2. DEFINITIONS APPLICABLE TO FOLLOWING SECTIONS:

The words "Company" or "Water Company" refer to the Sheffield Water Company.

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 Sheffield Water 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 service pipe from the main to the property line of the premises to be serviced, including the corporation cock, curb cock, and curb box.

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

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.
- (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. 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 in writing to the water company by the owner of the premises to be supplied, or his duly authorized representative at least 30 days in advance.
- (b) The Company will enter into no agreement 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) The property owner will be required to contract for water service furnished to premises.
- (d) 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.
- (e) The Company shall furnish, install, own and maintain all service connections, provided the costs of material and labor supplied by the Company for 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, or repair to or replacement of old services, shall be borne by the customer or other applicant for service.
- (f) The Company shall provide, furnish, install, own and maintain all meters and meter installations.
- (g) There shall be a tap-in fee for each new service of \$250.00 plus installation costs including materials payable in advance to the Water Company.
- (h) In the event of subdivision for the construction of one or more houses, the owner or contractor must deposit in advance with the Company, an amount equal to the cost of the installation to the property line as determined by the superintendent of the Water Company.

4. 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.
- (c) A Rebate for Vacancy of not less than nine months will be allowed provided notice be given at the office of the Superintendent at the time of vacancy and reoccupation, but no rebate of water rated for discontinuance from other causes within a year will be allowed.

When premises become vacant, the waste-cock in the cellar must be closed and the Water Company notified. Parties will be liable for any damages resulting from neglect to conform with this requirement.

5. CUSTOMER'S LIABILITY FOR CHARGES:

- (a) 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 notified the Company to discontinue the service for his account and a final meter reading (if applicable) is obtained. Premises with remote reading meters must have both inside meter and remote meter read.
- (b) Should the number or variety of the fixtures be incorrectly stated on the customer's bill, the customer should inform the Company of its error. Should the Company at any time, except through the voluntary acknowledgment of the customer by correcting his bill, discover the use of other fixtures than those indicated on the Company's billing lists the Company shall be entitled to assume that such extra fixtures have been in use on the premises since the date of the last alteration noted on the Company's books and the customer shall be liable for the amount due on this fixture from the date of this last alteration to the date of the last billing; provided, however, that if a customer can prove a later date of installation and agrees to pay for such date, such later date shall apply.
- (c) Waste of Water should be scrupulously avoided. Use of any type of sprinkler is not allowed. Hose for lawns and gardens shall only be used on the premises of the customer or on the street immediately bordering such premises. Such use of hose is permitted only with a self-closing nozzle not exceeding one-fourth inch orifice attached to a faucet installed for use of hose only and for not more than three hours on any day. Any customer will be subject to a penalty of \$25.00 per day for each day of unauthorized consumption. Customer making such extra use of his hose shall be informed of the extra charge within a week of contraction of this charge, and such charge shall be due on the next billing date.

6. STREET SERVICE CONNECTIONS:

The Company will make all connections to its mains and will specify the size, kind and quality of all materials entering into the street service connection.

- (a) As used herein, street 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 will be furnished and installed by the Company. The cost of labor and material shall be the responsibility of the customer, as well as subsequent replacement and repair. The material, 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 the sole jurisdiction and control of the company.
- (b) Where a street service connection is already laid to the property line, the customer shall connect with the street service connection as laid. Connections must be made in accordance with all other Company Rules and Regulations.

- (c) The curb box shall be set at or near the curb or property line and shall be kept accessible at all times, by the customer.
- (d) New street service connections shall not be laid during the months of November, December, January, February and March except at the discretion of the Company.
- (e) The street service connection from the main to the property line will be maintained by the customer at his expense.
- (f) 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 outlet side of the curb cock.

7. CUSTOMER'S SERVICE PIPE:

- (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 10 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. The Company may grant exceptions in writing 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 premise 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 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 a 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.
- (i) Any repairs, maintenance or replacement necessary to the customer's service pipe or fixture in or upon the customer's premise 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.
- (k) Old existing 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) No customer will be allowed to supply water to any other person or family.

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 the 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 violation of these rules and regulations, the Company will insist upon its being corrected before the water will be turned on.

9. CROSS-CONNECTIONS NOT ALLOWED:

- (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 sources unless specifically approved by the Department of Environmental Protection of The Commonwealth of Massachusetts.
- (b) Piping systems supplying swimming pools or tanks in which water might become polluted, shall be so arranged as to preclude water from re-entering the water distribution system by siphonage or other means. The Company shall in each case approve these installations.

- (c) The customer will allow the Company to survey and inspect any facility, including swimming pools and any other connection requiring protective devices relative to cross connections as described in DEP 310 CMR 22.22(10)(a)1. Upon notification to the customer of any violation of the above regulations, the customer will immediately install the appropriate protective device as determined by the Company, or disconnect from the Company's system.
- (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 political subdivision is located, and/or regulations specified by the Department of Environmental Protection.

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 expense a readily accessible and protected location for the installation of a meter 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 may be easily examined, read or removed; and the customer shall also provide at his 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) When the customer's meter is not installed in a building it shall be placed in 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 done 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.
- (h)
 - 1. A customer's refusal or failure to permit the Company to install 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 appointment. Customer shall have twenty-one (21) days following receipt of a written request from the Company to schedule an appointment for meter installation. Any customer who fails to respond to the initial twenty-one day notice shall receive a second written request from the Company, which request will 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 meter installation 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.
 - 2. Upon a customer's refusal or failure (as defined in subsection (1) above) to permit installation of a meter, the Company shall provide the customer with written notification of its intent 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 not 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.
 - 3. 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 single service because of conditions in the Company's distribution system, the registration and minimum charges of such meters shall be combined.
- (b) When more than one meter is installed on a Customer's premises at the request of the customer or due to conditions existing on the premises of the customer, each meter shall be treated separately as if it belonged to a separate customer and the registrations shall not be combined.

12. METER TESTS AND TEST FEES:

- (a) All meters are accurately tested before installation 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 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 shall be witnessed by the customer or his authorized representative.
- (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 and the meter shall forthwith be adjusted by the Company and the current bill corrected based on an agreement between the Company and the customer for an appropriate adjustment of the prior billing period(s). This correction shall apply to both over and under registration and another meter, which has been properly adjusted, shall be installed. If the customer is not satisfied with the Company opinion, he has the right to contact the Company and/or the Department of Public Utilities regarding further action or determination.
- (d) For the test of meters made upon request of the customer, the following fees shall be paid:
 - 1 inch meter or smaller\$4.00
 - Over 1 inch to 3 inches.....\$6.00
 - Over 3 inches.....\$10.00

13. PUBLIC FIRE HYDRANTS:

- (a) All public fire hydrants shall be furnished, installed and maintained by the Company.
- (b) The municipality will pay for any expense for any repairs caused by the negligence of employees of the municipality or by members of the fire department.
- (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) The Company will make inspections and tests of public hydrants at convenient times and reasonable intervals.
- (e) Whenever a municipality and/or a customer request a change in location, size or type, or permanent removal of a fire hydrant, such change will be made by the Company at the expense of the municipality and/or the Customer.

14. 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, such as failure to repair service leaks within customers own property line.
 - 2. Misrepresentation in application as to identity.
 - 3. For vacancy.
 - 4. For nonpayment of any account for water supplied.
- (b) Whenever the customer desires to have his service contract terminated or his water service disconnected, he shall so notify the Company. Until such notice is received by the Company and the Company has access to shut off the water and/or remove the meter or obtain the final readings, (if applicable) 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.

- (c) Discontinuing the supply of water to any premise 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.

15. 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 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. A payment plan on overdue charges can be arranged if so desired.

16. TURN OFF CHARGE:

- (a) When it is necessary to discontinue water service to any premises because of violation of the rules and regulations or an account of non-payment of any bill or by request of a customer for any reason, a charge of twenty-five dollars (\$25.00) 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 required to locate and access the curb valve shut off, must be paid before the water will again be turned on.
- (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 the payment of future bills before the water will be turned on.

17. 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) 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 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 in different premises or localities will not be combined, and each installation shall stand by itself.

18. 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 dispute 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 resolution of any complaint, investigation, hearing or appeal under these Regulations.
- (b) Special charges, such as temporary service, 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 above the allowance included in the minimum charge 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 public fire service shall be rendered quarterly or monthly in arrears and shall be due and payable as rendered.

- (e) 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

19. ABATEMENTS AND REFUNDS:

- (a) 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.

20. 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) Where the pressure to a customer's premises is greater than he wished, it shall be his responsibility to install the proper regulating device to reduce the pressure to the extent desired.
- (c) 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 customer in case of scarcity, or whenever the public welfare may require it.

21. 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, and 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.

22. 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.
- (c) The Company shall in no event be liable for any damages or inconveniences caused by reasoning of low pressure regardless of cause.

23. 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 such failure to notify the customer in advance of its intention to discontinue service.

24. 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.

CERTIFICATE OF SERVICE

I, Edward G. McCormick, Esq., hereby certify under the pains and penalties of perjury that I have served a copy of the Motion to Approve Compliance and the Revised Tariff of Phase III, by mailing same via email and via first-class mail, postage prepaid, to:

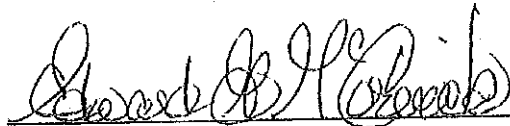
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December 14, 2011



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COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES

SHEFFIELD WATER COMPANY

D.P.U. 09-142

APPROVED
DATE: 12/22/2011
<i>Angela Benwith</i>
<i>Paul W. Clark</i>
<i>with C. V. ...</i>
COMMISSIONERS, D.P.U.

MOTION TO APPROVE COMPLIANCE AND THE REVISED TARIFF OF PHASE III

The Petitioner, Sheffield Water Company (the "Company") hereby moves the Department of Public Utilities (the "Department") to approve its compliance and revised tariff with Phase III of Matter 09-142 and in conjunction therewith to approve the recovery of the increase in the amount of \$40,446 in accordance with Phase III of Matter 09-142.

The Company completed the work required by Phase III of 09-142 prior to the completion of work required by Phase II due to a delay caused by the Motion of an Intervenor. The completion of Phase III work was not contingent on completion of Phase II work.

The Settlement Intervention Staff (the "SIS") agrees that the Phase III increase was not contingent on the completion of Phase II and has assented to the recovery of the increase provided by Phase III of 09-142 prior to the recovery of the increase provided by Phase II.

WHEREFORE, the Company prays that the Department approve its compliance with Phase III of Matter 09-142 and in conjunction therewith to approve the revised tariff and recovery of increase in the amount of \$40,446.

Sheffield Water Company



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