# The Commonwealth of Massachusetts

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**2016**

# RETURN

OF THE

## Housatonic Water Works

## WATER COMPANY

TO THE

# DEPARTMENT OF PUBLIC UTILITIES

OF MASSACHUSETTS

## For the Year Ended December 31, 2016

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

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

## GENERAL INFORMATION

## PRINCIPALS AND SALARIED OFFICERS*

| Titles | Names | Addresses | Annual Salaries |
|---|---|---|---|
| President/Clerk | Frederick J Mercer, Jr. | 314 North Plain Rd<br>Housatonic, MA | 95,597 |
| Treasurer | James J Mercer | 143 Castle Street<br>Great Barrington, MA | 95,597 |

## DIRECTORS*

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

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

GENERAL INFORMATION

1. Full corporate title company, Houasatonic Water Works Company Telephone No. 413-528-1780
2. Location of principal business office, 80 Maple Avenue, Ste 1, Great Barrington, MA
3. Date of organization, June 7, 1898 4. Date of incorporation, March 8, 1898
5. Whether incorporated under general or special law, Special Law
6. If under special law, give chapter and year of act, 1897 - chapter 229
7. Give chapter and year of any subsequent special legislation affecting the Company N/A

8. Territory covered by charter rights, Village of Housatonic in the Town of Great Barrington and vicinity

9. Capital stock authorized by charter, $ $40,000
10. Captital stock issued prior to August 1, 1914, $ N/A
11. Capital stock issued with approval of Board of Gas and Electric Light Commissioners or the Department of Public Utilities since August 1, 1914, N/A
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. N/A

13. Management Fees and Expenses during the Year none
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

| | | |
|---|---|---|
| 1. Smith, Watson & Company, LLP | Accounting | $ 8,895 |
| 2. Martin & Olivera | Legal | $ 14,800 |
| 3. Guastella Associates LLC | Legal & Accounting | $ 62,473 |
| 4. Lenard Engineering | Engineering | $ 9,576 |
| 5. Bowditch & Dewey | Legal | $ 8,946 |

14. Date when Company first began to distribute and sell water
15. Total number of stockholders, 4
16. Number of stockholders resident in Massachusetts, 3
17. Amount of stock held in Massachusetts, number of shares, N/A amount, $

Annual report of Housatonic Water Works Company Year ended December 31, 2016

| Beginning Balance | Assets | Ending Balance | Net Change During Year |
|---|---|---|---|
| | Investments | | |
| 2,083,195 | 101 - 113 Plant Investment (p 202) | 2,145,793 | 62,598 |
| 198,471 | 114 - 119 General Equipment (p 202) | 203,695 | 5,224 |
| - | 201 Unfinished Construction (p 202) | - | - |
| | 202 Miscellaneous Physical Property (p 203) | | |
| 70,807 | 203 Other Investments (p 203) | 67,039 | (3,768) |
| 2,352,473 | Total Investments | 2,416,527 | 64,054 |
| | Current Assets | | |
| 53,353 | 204 Cash | - | (53,353) |
| | 205 Special Deposits | | |
| 483,479 | 206 Notes Receivable | 499,117 | 15,638 |
| 100,208 | 207 Accounts Receivable | 103,695 | 3,487 |
| | 208 Interest and Dividends Receivable | | |
| 22,710 | 209 Materials and Supplies | 22,710 | - |
| 4,988 | 210 Other Current Assets | 4,988 | - |
| 664,738 | Total Current Assets | 630,510 | (34,228) |
| | Reserve Funds | | |
| | 211 Sinking Funds | | |
| | 212 Insurance and Other Funds | | |
| - | Total Reserve Funds | - | - |
| | Prepaid Accounts | | |
| 3,268 | 213 Prepaid Insurance | 4,677 | 1,409 |
| | 214 Prepaid Interest | | |
| 2,032 | 215 Other Prepayments | 1,740 | (292) |
| 5,300 | Total Prepaid Accounts | 6,417 | 1,117 |
| | Unadjusted Debits | | |
| 4,169 | 216 Unamortized Debt Discount Exp (p 203) | 3,474 | (695) |
| | 217 Property Abandoned | | |
| 88,435 | 218 Other Unadjusted Debits (p 203) | 176,420 | 87,985 |
| 92,604 | Total Unadjusted Debits | 179,894 | 87,290 |
| 3,115,115 | Grand Total | 3,233,348 | 118,233 |

Annual report of Housatonic Water Works Company Year ended December 31, 2016

| Beginning Balance | Liabilities | Ending Balance | Net Change During Year |
|---|---|---|---|
| | Capital Stock | | |
| 40,000 | 301 Common Stock (p 204) | 40,000 | - |
| | 302 Preferred Stock (p 204) | | |
| | 303 Employees' Stock (p 204) | | |
| 40,000 | Total Capital Stock | 40,000 | - |
| | 304 Premium on Capital Stock | | |
| | Bonds, Coupon and Long Term Notes | | |
| | 305 Bonds (p 204) | | |
| 562,405 | 306 Coupon and Long Term Notes (p 204) | 517,621 | (44,784) |
| 562,405 | Total Bonds, Coupons and Long Term Notes | 517,621 | (44,784) |
| | Current Liabilities | | |
| | 307 Notes Payable (p 205) | | |
| 106,763 | 308 Accounts Payable | 129,274 | 22,511 |
| | 309 Customers' Deposits | | |
| | 310 Matured Interest Unpaid | | |
| | 311 Dividends Declared | | |
| | 312 Other Current Liabilities | | |
| 106,763 | Total Current Liabilities | 129,274 | 22,511 |
| | Accrued Liabilities | | |
| 23,989 | 313 Tax Liability | 12,417 | (11,572) |
| 4,339 | 314 Interest Accrued | 3,942 | (397) |
| 1,055,747 | 315 Other Accrued Liabilities | 1,238,832 | 183,085 |
| 1,084,075 | Total Accrued Liabilities | 1,255,191 | 171,116 |
| | Unadjusted Credits | | |
| | 316 Premium on Bonds (p 205) | | - |
| 225,015 | 317 Other Unadjusted Credits (p 205) | 253,120 | 28,105 |
| 225,015 | Total Unadjusted Debits | 253,120 | 28,105 |
| | Reserves | | |
| | 318 Insurance and Casualty Reserves | | |
| 1,158,200 | 319 Depreciation Reserve (p 206) | 1,174,871 | 16,671 |
| | 320 Other Reserves | | |
| 1,158,200 | Total Reserves | 1,174,871 | 16,671 |
| | Appropriated Surplus | | |
| | 321 Sinking Fund Reserves | | |
| 97,630 | 323 Contributions for Extensions | 97,630 | - |
| | 324 Surplus Invested in Plant | | |
| 97,630 | Total Appropriated Surplus | 97,630 | - |
| (158,807) | 400 Profit and Loss Balance (p 301) | (234,359) | (75,552) |
| (61,177) | Total Corporate Surplus | (136,729) | (75,552) |
| 3,115,281 | Grand Total | 3,233,348 | 118,067 |

Annual report of Housatonic Water Works Company Year ended December 31, 2016

| Name of Account | Beginning Balance | Additions | Retirements | Adjustments | Ending Balance |
|---|---|---|---|---|---|
| Intangible Property | | | | | |
| Organization | | | | | |
| Misc Intangible Invest | | | | | |
| Total Intangible Property | - | - | - | - | - |
| Tangible Property | | | | | |
| Land | 3,757 | | | | 3,757 |
| Structures | 1,089,694 | | | | 1,089,694 |
| Pumping Plant Equipment | 67,184 | | | | 67,184 |
| Misc Pumping Plant Equip | | | | | - |
| Purification System | 90,271 | 62,598 | | | 152,869 |
| Trans'n and Dist'n Mains | 605,030 | | | | 605,030 |
| Services | 34,200 | | | | 34,200 |
| Consumers' Meters | 102,670 | | | | 102,670 |
| Consumers' Meter Installation | 49,157 | | | | 49,157 |
| Hydrants | 39,232 | | | | 39,232 |
| Fire Cist'ns, Basins, Fount'ns | | | | | - |
| Water Rights | 2,000 | | | | 2,000 |
| Miscellaneous Expenditures | | | | | |
| Total Plant Investment | 2,083,195 | 62,598 | - | - | 2,145,793 |
| General Equipment | | | | | |
| Office Equipment | 42,316 | | | | 42,316 |
| Shop Equipment | | | | | - |
| Stores Equipment | | | | | - |
| Transportation Equipment | 70,038 | 33,324 | 28,100 | | 75,262 |
| Laboratory Equipment | | | | | - |
| Miscellaneous Equipment | 86,117 | | | | 86,117 |
| Total General Equip | 198,471 | 33,324 | 28,100 | - | 203,695 |
| Unfinished Construction | - | | | | - |
| Total Cost of All Property | 2,281,666 | 95,922 | 28,100 | - | 2,349,488 |
| Assessed Value of Real Estate | | | | | 440,000 |
| Assessed Value of Other Property | | | | | 760,000 |
| Total Assessed Value | | | | | 1,200,000 |

Annual report of Housatonic Water Works Company Year ended December 31, 2016

| | Additions | Retirements | Adjustments |
|---|---|---|---|
| Purification System | | | |
| SCADA Control System | 40,988 | | |
| Alkalinity Sensor | 21,610 | | |
| Transportation Equipment | | | |
| 2016 Ford F150 | 33,324 | | |
| 2008 Ford F150 | | 28,100 | |
| | 95,922 | 28,100 | - |

Annual report of Housatonic Water Works Company Year ended December 31, 2016

## MISCELLANEOUS PHYSICAL PROPERTY

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

| Line No. | DESCRIPTON AND LOCATION OF MISCELLANEOUS PHYSICAL PROPERTY HELD AT END OF YEAR. | Book Value at End of Year (b) | Revenue for the Year ( c) | Expense for the Year (d) | Net Revenue for the Year ( e) |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | Totals | $ - | $ - | $ - | $ - |

## OTHER INVESTMENTS

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

| | DESCRIPTION OF SECURITY HELD BY RESPONDENT | | Amount | | |
|---|---|---|---|---|---|
| 6 | CoBank Participation Certificate | | | | $ 67,039 |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | TOTAL, | $ 67,039 |

## UNAMORTIZED DEBT DISCOUNT AND EXPENSE

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

| | NAME OF SECURITY | Unexinguished Discount at Beg. Of Year | Discount on Bonds Issued During Year | Discount Written Off During Year | Unextinguished Discount at Close of Year |
|---|---|---|---|---|---|
| 10 | Mortgage Costs | $ 4,169 | | $ 695 | $ 3,474 |
| 11 | | | | | |
| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | Totals | $ 4,169 | $ - | $ 695 | $ 3,474 |

## OTHER UNADJUSTED DEBITS

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

| | DESCRIPTION AND CHARACTER OF UNADJUSTED DEBITS | Balance at Beginning of Year (b) | Amount Added During Year ( c) | Amount written off During Year (d) | Balance at Close of Year ( e) |
|---|---|---|---|---|---|
| 16 | Rate case expense | $ 53,190 | $ 88,995 | $ 2,962 | $ 139,223 |
| 17 | Regulator Assets Amort CIAC | 35,245 | 1,952 | | 37,197 |
| 18 | | | | | |
| 19 | | | | | |
| 20 | | | | | |
| 21 | | | | | |
| | Totals | $ 88,435 | $ 90,947 | $ 2,962 | $ 176,420 |

## 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) | Per Value of One Share (c) | Amount of Capital Stock Authorized (d) | Amount Acutal Outstanding at End of Year (e) | | Total Premium at End of Year (f) |
|---|---|---|---|---|---|---|---|
| 1 | Capital Stock: Common, | 400 | $ 100 | $ 40,000 | $ 40,000 | | |
| 2 | Preferred, | | | | | | |
| 3 | Premium, | | | | | | |
| 4 | Treasury Stock | | | | | | |
| 5 | TOTALS | | | $ 40,000 | $ 40,000 | | $ - |

## 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 (b) should be consistent with return made on page 301, Income Schedule (line 20).

| | 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 Rate per Cent (f) | INTEREST Dates Due (g) | Interest Accrued During Year, Charged to Income (h) | Interest Paid During Year (i) |
|---|---|---|---|---|---|---|---|---|---|
| 6 | Mortgage Bonds: | | | | | | | | |
| 7 | | | | | | | | | |
| 8 | | | | | | | | | |
| 9 | | | | | | | | | |
| 10 | Total Bonds, | | | | | | | | |
| 11 | Coupon and Long Term Notes: | | | | | | | | |
| 12 | CoBank Infrastructure | 12/23/1996 | 12/20/2021 | 1,340,000 | 482,810 | various | | 49,284 | 49,851 |
| 13 | CIT Financing LLC | 8/11/2014 | 8/11/2019 | 5,828 | 3,378 | 7.50% | | 876 | 707 |
| 14 | Ford Credit Financing | 7/28/2016 | 7/28/2021 | 33,324 | 31,433 | 6.39% | | 299 | 299 |
| 15 | | | | | | | | | |
| 16 | | | | | | | | | |
| 17 | Total Coupon & Long Term Notes | | | 1,379,152 | 517,621 | | | 50,459 | 50,857 |
| 18 | GRAND TOTAL | | | | | | Totals | 50,459 | 50,857 |

Annual report of Housatonic Water Works Company Year ended December 31, 2016

SUNDRY CURRENT LIABILITIES

NOTES PAYABLE

| Line No. | Name of Creditor (a) | Date of Issue (b) | Date of Maturity (c) | How Secured (d) | Rate of Interest (e) | Amount (f) |
|---|---|---|---|---|---|---|
| 1 | | | | | | $ |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | TOTAL | | |

PREMIUM ON BONDS

Give an analysis of the respondent's accounts covering premium on bonds or other evidences of indebtedness. Entries in Col (d) should be consistent with the returns made on page 301, Schedules of Income and Profit and Loss.

| | NAME OF SECURITY (a) | Unextinguished Premium at Beginning of Year (b) | on Bonds Issued During Year (c) | Premium Written Off During Year (d) | Unextinguished Premium at End of Year (e) |
|---|---|---|---|---|---|
| 9 | | $ | $ | $ | $ |
| 10 | | | | | |
| 11 | | | | | |
| 12 | TOTALS | | | | |

OTHER UNADJUSTED CREDITS

Give the names in Col. (a) and indicate the character, in Col. (b) of the several subaccounts which appear as "Other Unadjusted Credits." For items less than $1,000, a single entry may be made under the caption "Minor accounts.....in number, each less than $1,000," stating the number.

| | NAME OF SUBACCOUNT (a) | Character of Subaccount (b) | Amount (c) |
|---|---|---|---|
| 13 | Deferred Corporate Taxes | | $ 208,720 |
| 14 | Unearned Income | | 7,203 |
| 15 | Amortized CIAC | | 37,197 |
| 16 | | | |
| 17 | | | |
| 18 | | TOTAL | 253,120 |

Annual report of Housatonic Water Works Company Year ended December 31, 2016

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

| a. | Amount b. |
|---|---|
| Balance at beginning of year | $ 1,158,200 |
| Credits to Depreciation Reserve during year: | |
| Acct 610-10 Depreciation | 44,937 |
| Other accounts (Specify) *Correction of prior year error* | (166) |
| Total Credits During Year | 44,771 |
| Net charges for Plant Retired: | |
| Book Cost of Plant Retired | 28,100 |
| Cost of Removal | - |
| Salvage (Credit) - unrecovered book cost | - |
| Total charges during year | 28,100 |
| Balance December 31, | 1,174,871 |

BASES OF DEPRECIATION CHARGES

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

Plant and equipment depreciated at rate of 2%.
Office and shop equipment depreciated at rate of 5 - 20%.
Meters depreciated at rate of 5%.

Depreciation taken for federal income tax purposes = $146,134

| | |
|---|---|
| Amortization of Contributions at 2% | 1,953 |
| Depreciation included in expense | 44,937 |
| Total of Depreciation and Amortization of Plant in Service | 46,890 |

Annual report of Housatonic Water Works Company Year ended December 31, 2016

| Account Number | Item | Amount | Net Change |
|---|---|---|---|
| | Operating Income | | |
| 500 | Operating Revenues (p 302) | 555,606 | 12,369 |
| 600 | Operating Expenses (p 302-303) | 531,670 | 25,162 |
| | Net Operating Revenues | 23,936 | (12,793) |
| 550 | Uncollectible Operating Revenues | - | - |
| 551 | Taxes (p 303a) | 56,977 | (1,936) |
| | Net Operating Income | (33,041) | (10,857) |
| | Non-Operating Income | | |
| 560 | Mdse. And Jobbing Revenue | | |
| 561 | Rent from Appliances | | |
| 562 | Miscellaneous Rent Income | | |
| 563 | Interest and Dividend Income | 2,699 | 1,110 |
| 564 | Inc. from Sink. And Other Res. Funds | | |
| 565 | Amortization of Premium on Bonds | | |
| 566 | Miscellaneous Non-operating Income | 5,944 | (669) |
| | Total Non-operating Income | 8,643 | 441 |
| | Total Gross Income | (24,398) | (10,416) |
| | Deductions From Gross Income | | |
| 575 | Miscellaneous Rents | | |
| 576 | Interest on Bonds and Coupon Notes | 50,459 | (5,913) |
| 577 | Miscellaneous Interest Deductions | - | - |
| 578 | Amortization of Discount (p 203) | 695 | - |
| 579 | Miscellaneous Deductions from Income | - | - |
| | Total Deductions from Gross Income | 51,154 | (5,913) |
| | Income Balance Transferred to Profit and Loss | (75,552) | (4,503) |

Profit and Loss Statement

| Account Number | Item | Debits | Credits |
|---|---|---|---|
| | Credits | | |
| 401 | Credit Balance at Beg of Fiscal Period (p 201) | | (158,807) |
| 402 | Credit Balance transferred from Income Acct (p301) | | |
| 403 | Miscellaneous Credits (note) | | |
| | Debits | | |
| 411 | Debit Balance at Beg of Fiscal Period (p 201) | | |
| 412 | Debit Balance transferred from Income Acct (p 301) | 75,552 | |
| 413 | Surplus applied to Sinking Fund and Other Reserves | | |
| 414 | Dividend Appropriations of Surplus (p 302) | | |
| 415 | Appropriations of Surplus for Depreciation (p 204) | | |
| 416 | Discn't on Bonds (p 203) | | |
| 417 | Other Deductions from Surplus (note) | | |
| 418 | Appropriations of Surplus for Construction | | |
| | Balance Carried Forward to Balance Sheet | (234,359) | |
| | Totals | (158,807) | (158,807) |

Annual report of Housatonic Water Works Company Year ended December 31, 2016

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

| Acct No | CLASS OF WATER OPERATING REVENUE a. | Amt of Rev for Year b. | Net Change c. |
|---|---|---|---|
| | Revenues From Sale of Water | | |
| 501 | Metered Sales to General consumers | $ 481,175 | $ 11,491 |
| 502 | Flat-rate Sales to General Consumers | 36,461 | 315 |
| 503 | Sales to Other Water Companies | | |
| 504 | Municipal Hydrants | 37,970 | 563 |
| 505 | Miscellaneous municipal Revenues | | |
| | Total Revenues from Water Operations | 555,606 | 12,369 |
| | Miscellaneous Revenues | | |
| 506 | Rent from Property used in Operations | | |
| 507 | Miscellaneous Operating Revenues | - | - |
| | Total Revenues from Miscellaneous Operation | - | - |
| | Total Operating Revenues | 555,606 | 12,369 |

DIVIDENDS DECLARED DURING THE YEAR

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

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

Annual report of Housatonic Water Works Company Year ended December 31, 2016

| Account Number | Name of Expense Account | Amount | Net Change |
|---|---|---|---|
| | Source of Water Supply Expenses | | |
| 601-1 | Maintenance of Water Supply Bldgs & Fixtures | 12,162 | 12,162 |
| 601-2 | Maintenance of Surface Source of Supply Facilities | 3,250 | 3,250 |
| 601-3 | Maintenance of Ground Source of Water Supply | | |
| | Total Source of Water Supply Expenses | 15,412 | 15,412 |
| 602 | Water Purchased for Resale | | |
| | Pumping Expenses | | |
| 603-1 | Pumping Labor | 16,730 | 488 |
| 603-2 | Boiler Fuel | | |
| 603-3 | Water for Steam | | |
| 603-4 | Electric Power Purchased | 11,496 | (3,990) |
| 603-5 | Misc Pumping Station Supplies and Exps | - | - |
| 604-1 | Maint of Power Pumping Bldg & Fixtures | | |
| 604-2 | Maint of Pumping Equipment | 9,990 | (8,766) |
| 604-3 | Maint of Misc Pumping Plant Equipment | | |
| | Total Pumping Expenses | 38,216 | (12,268) |
| | Purification Expenses | | |
| 605-1 | Purification Labor | 16,730 | 488 |
| 605-2 | Purification Supplies and Expenses | 34,495 | 11,293 |
| 606-1 | Maintenance of Purification Bldgs & Fixtures | 5,247 | 3,612 |
| 606-2 | Maintenance of Purification Equipment | | |
| | Total Purification Expenses | 56,472 | 15,393 |
| | Transmission and Distribution Expenses | | |
| 607 | Inspecting Customers' Installations | | |
| 608 | Misc Trans and Dist Supplies and Expenses | | |
| 609-1 | Maint of Trans and Dist Buildings & Expenses | | |
| 609-2 | Maint of Trans and Dist Mains | 19,976 | 3,212 |
| 609-3 | Maint of Storage, Reservoirs, Tanks and Standpipes | 2,725 | 2,725 |
| 609-4 | Maint of Services | | |
| 609-5 | Maint of Meters | 850 | 850 |
| 609-6 | Maint of Hydrants | - | (2,140) |
| 609-7 | Maint of Fountains and Troughs | | |
| | Total Trans and Dist Expenses | 23,551 | 4,647 |
| | General and Miscellaneous Expenses | | |
| 610-1 | Salaries of General Officers and Clerks | 189,182 | (1,619) |
| 610-2 | General Office Supplies and Expenses | 54,174 | (2,970) |
| 610-3 | Law Expenses (and other professional services) | 6,965 | (3,428) |
| 610-4 | Insurance | 68,306 | (1,609) |
| 610-5 | Accidents and Damages | | |
| 610-6 | Store Expenses | | |
| 610-7 | Transportation Expenses | 7,348 | (2,681) |
| 610-8 | Inventory Adjustments | | |
| 610-9 | Maint of General Structure | | |
| 610-10 | Depreciation | 44,937 | 2,094 |
| 610-11 | Miscellaneous General Expenses | 27,107 | 12,191 |
| | Total General and Miscellaneous Expenses | 398,019 | 1,978 |
| | Grand Total Operating Expenses | 531,670 | 25,162 |

Annual report of Housatonic Water Works Company Year ended December 31, 2016

OPERATING EXPENSES

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

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

| Line No. | Account No | Name of Operating Expense Account | Amount of operating expenses for year | Comparison with prior year |
|---|---|---|---|---|
| 25 | 601 | Maintenance of Source Water Supply | | |
| 26 | 602 | Water Purchased for Resale | | |
| 27 | 603 | Pumping Labor | | |
| 28 | 604 | Maint of pumping Plant | | |
| 29 | 605 | Purification Labor, supplies & exps | | |
| 30 | 606 | Maint of Purification Bldg & Equip | | |
| 31 | 607 | Inspecting Customers' Installations | | |
| 32 | 608 | Misc Trans and Dist Supplies & Exp | | |
| 33 | 609 | Maint of Trans and Dist System | | |
| 34 | 610-10 | Depreciation | | |
| 35 | 610-1-11 | General and Miscellaneous Expenses | | |
| 36 | | | | |
| 37 | | TOTAL OPERATING EXPENSES | | |

TAXES

| Kind of Tax | Federal | State | Municipal | Total |
|---|---|---|---|---|
| Personal Property | | | 10,900 | 10,900 |
| Real Estate | | | 6,651 | 6,651 |
| Other | | 608 | | 608 |
| FICA/Medicare | 1,069 | | | 1,069 |
| FUTA | 57 | | | 57 |
| SUTA | | 196 | | 196 |
| Deferred Income Tax | 15,791 | 9,288 | | 25,079 |
| Income Tax | 7,962 | 4,455 | | 12,417 |
| Totals | 24,879 | 14,547 | 17,551 | 56,977 |

Annual report of Housatonic Water Works Company Year ended December 31, 2016

REAL ESTATE INFORMATION

1. Land owned by the Company.

| | Location | Use |
|---|---|---|
| A. | Great Barrington east side Long Pond Water Shed | Shore of reservoir |
| B. | Great Barrington east side Long Pond Water Shed | Shore of reservoir |
| C. | Great Barrington south side Long Pond | Filter site shore of reservoir |
| D. | Stockbridge High Street | Site of reservoir water supply tank |
| E. | Great Barrington south side Long Pond Water Shed | Shore of reservoir |
| F. | Great Barrington Prospect Street | Site of Prospect St. pumping station |
| G. | | |
| H. | | |
| I. | | |
| J. | | |

| | Area | When Bought | Cost |
|---|---|---|---|
| A. | 40 acres | 1923-24 | 23 |
| B. | 17.5 acres | 1922 | 1,725 |
| C. | 1.3 acres | April 1939 | 226 |
| D. | 1 acre | January 1946 | 500 |
| E. | 1 lot | December 1951 | 643 |
| F. | 1 acre | 1960 | 50 |
| G. | 5 acres | 1976 | 600 |
| H. | | | |
| I. | | | |
| J. | | | 3,767 |

2. Buildings owned by Company.

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

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

## SUPPLY INFORMATION

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

All water is obtained from Long Pond, Great Barrington, MA. It is a natural lake of about 119 acres situated approximately 3 miles from Housatonic. The water shed is largely wooded with inhabitants, the nearest being 200 feet from the lake. Sanitary conditions are approved by the MA Board of Health. Water is filtered by a slow sand filtration system with a bypass valve for exception use during fires.

2. Watersheds owned by the Company.

| Location | Area | When Bought | Cost* |
|---|---|---|---|
| A. Baker Farm | 0.4 acres | 1923-24 | 23 |
| B. Tobey Lot | 17.5 acres | 1922 | 1,725 |
| C. Shalley Lot | 10.0 acres | 1946 | 500 |
| D. Barbieri Lot | 1.0 acre | 1960 | 50 |
| | | | 2,298 |

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. N/A

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

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

SUPPLY INFORMATION - Continued

4. Wells

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

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

6. Reservoirs

| Location | Area at Surface When Full | Full Capacity in | When Built | Cost* | |
|---|---|---|---|---|---|
| A. Long Pond | 103 acres | 200,000 estimated | no record | | |
| B. | | | | | |
| C. | | | | | |
| D. | | | | | |
| E. | | | | | |
| F. | | | | - | |

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

Originally a natrual lake shore largely grubbed. Earth dam 8 feet wide, 250 feet long, and 12 feet align to channel. The spillway has been reconstructed to conform to the requirements of the County engineer.

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

PUMPING INFORMATION

1. Give a general description of the method employed for delivering the water to the consumers, stating whether gravity is utilized or not; whether the company owns a pumping station or not; and giving all other pertinent information:
Gravity systems used. Booster pumping station installed on Prospect Street in 1976-77 services 21 families.
Booster pump installed at Long Pond filter house in July 1984.

2. BOILERS This schedule not presently used.
3. CHIMNEYS This schedule not presently used.
4. PUMPING ENGINES, STEAM-ACTUATE This schedule not presently used.

5. PUMPS, DRIVEN BY CONNECTED POWER

| | LOCATION | TYPE | NAME OF BUILDER | WHEN INSTALLE | COST |
|---|---|---|---|---|---|
| A. | Valve, house filter | 2" Cent | FBRK/Mrse | Sep-40 | 72 |
| B. | Valve, house filter | 2.5" Cent | FBRK/Mrse | Aug-42 | 245 |
| C. | Valve, house filter | 1/2 x 1/2 | DMC | Jun-53 | 166 |
| D. | New Prospect St Vault | Cent | Paco | Jun-77 | 4,050 |
| E. | New Prospect St Vault | Cent | Paco | Jul-84 | 17,233 |
| F. | | | | | |
| G. | | | | | |
| H. | | | | | |
| I. | | | | | |
| J. | | | | | 21,766 |

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

PUMPING INFORMATION - Continued

6. 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 Diameter | Dimensions of Stroke | 2 or 4 Stroke Cycle | Rated H.P. |
|---|---|---|---|---|---|---|---|
| A. | | | | | | | |
| B. | | | | | | | |
| C. | | | | | | | |

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

| | LOCATION | NAME OF BUILDER | WHEN INSTALLED | COST* |
|---|---|---|---|---|
| A. | | | | |
| B. | | | | |
| C. | | | | |
| D. | | | | |
| E. | | | | |
| F. | | | | |
| G. | | | | |
| H. | | | | |

| | A.C. OR D.C. IF A.C. GIVE PHASE | VOLTS | TYPE OF DRIVE | RATED H.P. |
|---|---|---|---|---|
| A. | | | | |
| B. | | | | |
| C. | | | | |
| D. | | | | |
| E. | | | | |
| F. | | | | |
| G. | | | | |
| H. | | | | |

*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. | | | | |
| B. | | | | |
| C. | | | | |
| D. | | | | |

| | TYPE OF MACHINE | DIAM. OF RUNNER | WORKING HEAD | SPEED | TYPE OF DRIVE | RATED H.P. |
|---|---|---|---|---|---|---|
| A. | | | | | | |
| B. | | | | | | |
| C. | | | | | | |
| D. | | | | | | |

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

Annual report of Housatonic Water Works Company Year ended December 31, 2016

PUMPING INFORMATION - Continued

11. Station Log

| Year and Month | Kwhrs. Used | Pounds of Coal Burned | Gallons of Water Pumped (in millions) | Hours of Pumping | Average Total Static Head | Average Total Dynamic Head |
|---|---|---|---|---|---|---|
| January | 6,400 | | | | | |
| February | 6,500 | | | | | |
| March | 5,000 | | | | | |
| April | 6,400 | | | | | |
| May | 6,000 | | | | | |
| June | 7,000 | | | | | |
| July | 6,500 | | | | | |
| August | 6,100 | | | | | |
| September | 7,000 | | | | | |
| October | 7,300 | | | | | |
| November | 6,100 | | | | | |
| December | 6,100 | | | | | |
| TOTALS | 76,400 | | | | | |

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
17. Average pressure in mains

Annual report of Housatonic Water Works Company Year ended December 31, 2016

| 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 gallson delivered, | | |
| 23. Average price of fuel oil per gallon, delivered, | | |
| 24. Average price of electric power per Kwhr | | |
| 25. Wood consumed during the year, | | Cords, |
| 26. Gass 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, | 76,400 | K.W. Hrs. |

Annual report of Housatonic Water Works Company Year ended December 31, 2016

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 |
| 14 | Cast Iron | | 125 | | | | 125 |
| 12 | Cast Iron | | 2,046 | | | | 2,046 |
| 10 | Cast Iron | | 4,323 | | | | 4,323 |
| 8 | Cast Iron | | 29,182 | | | | 29,182 |
| 6 | Cast Iron | | 8,464 | | | | 8,464 |
| 4 | Cast Iron | | 16,596 | | | | 16,596 |
| 2 | Cast Iron | | 3,761 | | | | 3,761 |
| 2 | Steel | | 1,454 | | | | 1,454 |
| 1.5 | Steel | | 69 | | | | 69 |
| 1 | Steel | | 587 | | | | 587 |
| 2 | Galvanized Iron | | 629 | | | | 629 |
| 2.5 | Galvanized Iron | | 450 | | | | 450 |
| 1.5 | Galvanized Iron | | 200 | | | | 200 |
| 0.75 | Galvanized Iron | | 84 | | | | 84 |
| 6 | Transite | | 4,205 | | | | 4,205 |
| 8 | Transite | | 347 | | | | 347 |
| 8 | Ductile Iron | | 9,235 | | | | 9,235 |
| 6 | Ductile Iron | | 1,532 | | | | 1,532 |
| 12 | Ductile Iron | | 3,904 | | | | 3,904 |
| 2 | CTS Poly | | 380 | | | | 380 |
| | | Totals | 87,573 | - | - | - | 87,573 |

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

Annual report of Housatonic Water Works Company Year ended December 31, 2016

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 |
|---|---|---|---|---|---|
| 0.75 | Galv Iron | 775 | | | 775 |
| 8 | Galv Iron | 1 | | | 1 |
| 1.5 | Galv Iron | 4 | | | 4 |
| 1.25 | Galv Iron | 2 | | | 2 |
| 4 | Galv Iron | 1 | | | 1 |
| 1 | Galv Iron | 1 | | | 1 |
| 0.75 | Copper | 69 | | | 69 |
| 1 | Copper | 2 | | | 2 |
| | Duct Iron | 1 | | | 1 |
| Totals | | 856 | | | 856 |

8. Average length of service pipe 75 feet
9. Average cost of service laid during the year, $
10. Percentage of services that are metered, 99%
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?
Services are fully paid for by consumers

DISTRIBUTION INFORMATION - Continued

14. Gates and valves

| Nominal Diameter Inches | Kind of Valve | Number in Use at Beginning of Year | Removed Since | Installed Since | Number in Use at Close of Year |
|---|---|---|---|---|---|
| 14 | | 1 | | | 1 |
| 12 | | 11 | | | 11 |
| 10 | | 1 | | | 1 |
| 1 | | 43 | | | 43 |
| 6 | | 42 | | | 42 |
| 4 | | 26 | | | 26 |
| 2.5 | | 1 | | | 1 |
| 2 | | 28 | | | 28 |
| 1 | | 59 | | | 59 |
| 1.5 | | 3 | | | 3 |
| 1.25 | | 2 | | | 2 |
| 0.75 | | 1014 | | | 1014 |
| 8 | | 10 | | | 10 |
| | TOTALS | 1241 | | | 1241 |

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

DISTRIBUTION INFORMATION - Continued

15. HYDRANTS, PUBLIC

| Nominal Diameter Inches | Hoss Outlets | Number in Use at Beginning of Year | Removed Since | Installed Since | Number in Use at Close of Year |
|---|---|---|---|---|---|
| 5 | | 51 | | | 51 |
| 4.5 | | 7 | | | 7 |
| 4.5 | | 9 | | | 9 |
| 1 | | 1 | | | 1 |
| | TOTALS | 68 | | | 68 |

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 | Hoss Outlets | Number in Use at Beginning of Year | Removed Since | Installed Since | Number in Use at Close of Year |
|---|---|---|---|---|---|
| 5 | 2 | 27 | | | 27 |
| 4 | 2-2.5 | 2 | | | 2 |
| | TOTALS | 29 | | | 29 |

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

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

DISTRIBUTION INFORMATION - Continued

21. Meters owned by Company*

| Size Inches | NUMBER AT BEGINNING OF In Use | NUMBER AT BEGINNING OF On Hand | Bought Since | Condemned Since and Removed | NUMBER AT CLOSE OF YEAR In Use | NUMBER AT CLOSE OF YEAR On Hand |
|---|---|---|---|---|---|---|
| 1/2 | | | | | | |
| 5/8 | | 32 | | | | 32 |
| 3/4 | 790 | 23 | | | 790 | 23 |
| 1 | 3 | 1 | | | 3 | 1 |
| 1 1/2 | 5 | 1 | | | 5 | 1 |
| 2 | 1 | | | | 1 | |
| 3 | | | | | | |
| 4 | | | | | | |
| 6 | | | | | | |
| TOTALS | 799 | 57 | - | - | 799 | 57 |

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

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

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.

DISTRIBUTION INFORMATION - Concluded

25. Meters owned by Company, as of December 31, 2016

| Maker | Type | SIZE | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1/2 | 5/8 | 3/4 | 1 | 1 1/2 | 2 | 3 | 4 | 6 | |
| Altrator | | | | 13 | 3 | 5 | | | | | |
| Model 25 | | | | 802 | | | 1 | | | | |
| Badger | | | 32 | | | | | | | | |
| | TOTALS | | 32 | 815 | 3 | 5 | 1 | | | | |

Annual report of Housatonic Water Works Company Year ended December 31, 2016

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

5. Average daily consumption

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,

12. Consumption metered,

13. CUSTOMERS

| Number being supplied at Beginning of Year | Disconnected Since | Connected Since | Number being Supplied at Close of Year |
|---|---|---|---|
| 854 | 4 | 1 | 851 |

| Name of City, Town or District | Number of Customers as of December 31, 2016 |
|---|---|
| Housatonic | 752 |
| Stockbridge | 23 |
| West Stockbridge | 66 |
| Vacancies | 10 |

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, 2016

By meter,

Per faucet, per year,
Per hose connection, per year,
Per bath tub, per year,
Per shower bath, per year,
Per foot tub, per year,
Per wash tub, per year,
Per urinal, per year,
Per water closet, per year,
Per sink, per year,
Per bowl, per year,
Per private hydrant, per year,
For sprinkler systems,
For water motors,
Per drinking fountain, per year,
Per public hydrant, per year,
For watering troughs,

Minimum charge,

Give any contact 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?

THIS RETURN IS SIGNED UNDER THE PENALTIES OF PERJURY

_____ *President*

_____ *Treasurer*

*Directors*

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

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*

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF PUBLIC UTILITIES

HOUSATONIC WATER WORKS COMPANY

M. D. P. U. NO. 17

Canceling:

M. D. P. U. 13

RULES AND REGULATIONS

RECEIVED
MASS. DEPT. OF
PUBLIC UTILITIES
2017 MAY -2 PM 12:

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

2. DEFINITIONS APPLICABLE TO FOLLOWING SECTIONS:

The word "Company" refers to the Housatonic Water Works Company, Inc. The word "Department" refers to the Massachusetts Department of Public Utilities.

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

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

The words "service pipe" or "service connection" shall mean the pipe from the main to the premises to be serviced.

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

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

   (a) A building under one roof owned or leased by one customer and occupied as one residence or one place of business.
   (b) A combination of buildings owned by one customer in one common enclosure, or occupied by one family, or one corporation or firm, as a residence or place of business.
   (c) Each unit of a multiple house or building separated by a solid vertical partition wall, occupied by one family or one firm, as a residence or place of business.
   (d) A building owned by one customer having a number of apartments, offices, or lofts which are rented to tenants, using common halls and one or more means of entrance.

3. APPLICATIONS FOR WATER SERVICE:
   (a) Application for a new street service connection or application for water service through an existing street service connection shall be made by the owner of the premises to be supplied or the owner's duly authorized representative.

(b) No agreement will be entered into by the Company with an applicant until all arrears and charges due by the applicant at any premises now or heretofore owned or occupied by the applicant shall have been paid. A payment plan on overdue charges can be arranged if so desired.

(c) Any change in the identity of the contracting Customer at any premises will require notice and the Company may, after reasonable notice, discontinue the water service until such notice has been made and accepted.

(d) When accepted by the Company, the application shall constitute a contract between the Company and the applicant, obligating both parties to comply with these Rules and Regulations.

(e) Applications for service installations will be accepted subject to there being an existing main in a street or right-of-way abutting on the premises to be served. The contract in no way obligates the Company to extend its mains to service the premises under consideration.

(f) When a prospective customer has made application for a new service, or has applied for the reinstatement of an existing service, damage caused by any deficiency in the plumbing which the service will supply will be at the risk of the Customer, and the Company will be liable only for its own negligence.

(g) At the time of application, the applicant must disclose to the Company the existence of wells, use of surface water, or cross connection on applicant's property.

4. SPECIAL APPLICATIONS FOR WATER SERVICE:

(a) Water for transit, temporary or special purposes must be specially applied for.

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

5. CUSTOMER'S LIABILITY FOR CHARGES:

(a) No person shall take any water service without having applied for service under these Rules and Regulations, but to the extent any person takes service without having applied, he shall be responsible for all Company charges.

(b) A Customer who receives water service to any premises shall be held liable for all water service furnished to such premises until such time as the Customer properly notifies the Company to discontinue the service for such account and a final meter reading is obtained. Premises with remote reading meters must have both inside meter and remote meter read.

6. STREET SERVICE CONNECTIONS:
   (a) The Company will make all connections to its mains and will specify the size, kind and quality of all materials for service connections.
   (b) The street service connection shall be laid at a right angle to the main. The corporation cock shall be installed by the Company or its authorized subcontractor. The service line from the corporation cock to the property line shall be installed by the Customer's approved contractor. The cost of labor and materials shall be the responsibility of the Customer, as well as subsequent replacement and repair. The materials, for which the Customer paid, shall conform to the standards of the American Water Works Association and be the property of the Customer but shall be under sole jurisdiction and control of the Company.
   (c) Water service will not be turned on until such time as a meter is set in accordance with the Company's Rules and Regulations under "Meters and Meter Installations."
   (d) The curb box shall be set at or near the curb or property line and shall be kept accessible at all times.
   (e) The service connection from the main to the premises will be maintained by the Customer at his or her expense.
   (f) The Company shall in no event be responsible for maintenance of service pipe or any other pipe and fixtures on the outlet side of the corporation cock or for damage done by, or cost of water escaping from, the service pipe or any other pipe and fixtures on the outlet side of the corporation cock.

7. CUSTOMER'S SERVICE PIPES:
   (a) The size, kind, and quality of the materials which shall be laid down between the main and structures on the premises to be supplied shall be in accordance with the standards set forth by the American Water Works Association.
   (b) The service pipe shall be furnished and installed by the Customer at his expense and risk. All materials to be used shall comply with the standards set forth by the American Water Works Association.
   (c) The Customer's service pipe and all connections and fixtures attached thereto shall be subject to the inspection and approval of the Company before the water will be turned on.
   (d) The service pipe shall be laid at all points at least four and one-half feet below the surface of the ground and shall be placed on firm and continuous earth so as to give unyielding and permanent support, and shall be installed in a trench at least ten feet in all horizontal directions from any sewer line. Existing or future crossings, public or private, must be made known to the Company after approval of other agencies.

(e) The Customer shall make all changes in the service pipe required on account of changes of grade, relocation of mains, or other causes.

(f) No fixture shall be attached to or any branch made in the service pipe between the meter and the street main.

(g) Each premises shall be supplied through an independent service pipe from a separate curb cock and box, and all double houses, apartment houses, office buildings or business blocks shall have a separate service connection and curb box for each tenant unless otherwise specifically approved or ordered by the Company in which event the owner is to be solely responsible for all water used on and in said buildings or premises.

(h) When more than one building, apartment, or premises is supplied through a single service pipe, any violation of the Rules and Regulations of the Company with reference to either or any of the said buildings or premises shall be deemed a violation as to all and the water service shall be discontinued after the property has been posted for at least 30 days and reasonable opportunity allowed for each building or premises to attach their service pipes to separately controlled service connection which will be installed by the Company at the expense of the Customer.

(i) Any repairs, maintenance, or replacement necessary to the Customer's service pipe or any pipe or fixture in or upon the Customer's premises shall be performed by the Customer at his expense and risk.

(j) The Customer shall promptly notify the Company of any leak, defect, or damage affecting the service pipe between the property line and the point where metered.

(k) Old existing Customer-owned service lines that are non-conforming with these Rules and Regulations may be repaired but not replaced until brought up to current standards at the Customer's expense.

(l) When water service has been discontinued for a period of one year or more and no commitment has been provided by the owner as to possible future use, the Company may, at its sole discretion, consider the water service to be abandoned and may require that the water service pipe(s) be disconnected from the public water main at the owner's expense. Any unused or abandoned water service shall be cut off and disconnected at the water main, and the curb box removed by a licensed plumber or licensed contractor at the expense of the property owner.

8. PLUMBING MUST BE APPROVED BY COMPANY:

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

9. CROSS-CONNECTIONS

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

(c) No pipe or fixtures connected with the mains of the Company shall be connected with pipes or fixtures supplied with water from any other source unless specifically approved by the Department of Public Health of the Commonwealth of Massachusetts and the Company.
(d) Piping systems supplying swimming pools and/or tanks in which water might become polluted shall be so designed so as to preclude water from re-entering the water distribution system. These installations are subject to annual approval by the Company.
(e) Fire pumps and booster pumps of any nature may be connected only after notification to the Company and shall be constructed in such a manner as to prevent cross connections and vacuum. Owners and operators of such equipment are liable for any and all damages to the Company and/or other customer's property during such operation.
(f) The plumbing on all premises supplied from the Company's water system shall conform to the Commonwealth of Massachusetts plumbing codes, the Sanitary Code of the town (s) where the premises are located, and/or regulations specified by the Department of Public Health or the Department of Environmental Protection.
(g) Should any Customer commence use of private wells and/or surface water, it shall notify the Company and pay appropriate fees for testing or otherwise to ensure compliance with the Cross Connection Program.

10. METERS AND METER INSTALLATIONS:

(a) The Company shall specify the kind and size of meter to be installed.
(b) Meters will be furnished, installed and removed by the Company and shall remain its property.
(c) The Customer shall provide at his/her own expense a readily accessible and protected location for the installation of a meter and reading device at such a point as will control the entire supply to the premises, which location must be acceptable to the Company as most convenient for its service, so that the meter and or reading device may be easily examined, read and/or removed and replaced; and the Customer shall also provide at his/her own expense suitable pipe connections and the necessary valves and other fittings as may be designated by the Company for the proper installation and protection of the meter.

(d) The Company may require a Customer to install a meter box, or vault, furnished at the expense of the Customer, which box or vault shall be placed just inside the Customer's property line or at such other location as may be ordered by the Company.

(e) Each Customer shall have a separate meter. Double houses, apartment houses, offices or business blocks may be served through a single meter where the arrangement of the interior piping does not permit individual meters but in such cases the owner of the property shall be responsible for the payment of the bills.

(f) Meters will be maintained by the Company at its expense insofar as ordinary wear is concerned, but damage due to hot water, freezing or other external causes shall be paid for by the Customer.

(g) The Customer shall promptly notify the company of any damage to the meter, meter connections, or reading device. The Customer shall not permit anyone who is not an agent of the Company or otherwise lawfully authorized, to remove, inspect or tamper with the meter or other property of the Company.

(h) No agreement for water service, including restoration of service, will be entered into by the Company unless the premises to be served have a meter presently installed, or unless the applicant/customer consents in writing in their application for service to the installation of a meter by the Company.

(i) A Customer's refusal or failure to permit the Company to install or inspect a meter at the premises being served shall be evidenced by a Customer's failure upon written request of the Company to schedule an appointment for meter installation, or by the Customer's failure, on two successive occasions, to keep a scheduled installation or inspection appointment. Customers shall have twenty-one (21) days following receipt of a written request from the Company to schedule an appointment for meter installation or inspection. Any Customer who fails to respond to the initial twenty-one day notice shall receive a second written request from the Company, which request shall provide the Customer with an additional fourteen (14) days following receipt to schedule an appointment. In the event that a Customer fails, for any reason, to keep the originally scheduled appointment, such Customer shall have an additional fourteen (14) days following the date of the original appointment within which to reschedule a date for meter installation.

(j) Upon a Customer's refusal or failure (as defined in subsection (i) above) to permit installation or inspection of a meter, the Company shall provide the Customer with written notification of its intention to discontinue water service on account of such failure. The notice shall provide a date for termination of service, which date shall not be earlier than thirty (30) days from the date for receipt of the notice. The Company shall provide a final written notice of termination to the Customer at least thirty-six (36) hours, but no more than fourteen (14) days, prior to the date of termination. If the meter has not been installed by the specified termination date, the Company may discontinue service.

(k) All notices required pursuant to this subsection shall be deemed received five (5) days after mailing, or on the date of delivery if delivered by hand.

11. MULTIPLE METERS:

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

12. METER TESTS AND TEST FEES:

(a) All meters are accurately tested before installation and are also subject to periodic tests. The Company may at any time remove any meter and/or reading device for routine tests, repairs or replacement and may, at its option and expense, test any meter or reading device when the Company has reason to believe that it is registering inaccurately.

(b) The Customer may request the Company to make a special test of the accuracy of a meter, which test will be made in accordance with the standard provisions of the Department of Public Utilities. The Customer and/or the Customer's authorized representative shall witness such special test.

(c) For such special test, the fee as established herein shall be paid in advance by the complainant but should the said meter be found upon said test to be more than two percent incorrect to the prejudice of the Customer, the fee so paid shall be returned to the complainant. This correction shall apply to both over and under registration and another meter, which has been properly calibrated, shall be installed.

(d) The fee associated with the testing of meters made upon request by the Customer shall be charged as set forth in Appendix A hereto.

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

13. PUBLIC FIRE HYDRANTS:

(a) All public fire hydrants shall be furnished, installed, and maintained by the Company.

(b) Any expense for repairs caused by the negligence of employees of the municipality or by members of the fire department will be paid by the municipality.

(c) The use of fire hydrants will be restricted to the taking of water for the extinguishing of fires and water shall not be taken from any fire hydrant for construction purposes, sprinkling streets, flushing sewers or gutters, or for any other use unless specifically expressed in writing by the Company for the particular time and occasion.

(d) Inspections and tests of public fire hydrants will be made by the Company at convenient times and reasonable intervals.

(e) Whenever a change in location, size, type, or permanent removal of a fire hydrant is requested by a municipality and/or a Customer, such change will be made by the Company at the expense of the municipality and/or the Customer.

(f) Maintenance of the area surrounding fire hydrants is the responsibility of the property owner, or in the case of hydrants located on the public way, the responsibility of the municipality. This includes brush and snow removal..

(g) A charge of $100 will be made for each unauthorized use of a public fire hydrant.

14. PRIVATE FIRE SERVICE:

(a) The entire cost of the labor and materials for installing a private fire service from the main to the property line will be paid for by the Customer. The Company shall furnish, install, own, and maintain all new service connections, provided the costs of excavation, backfill, removal, and replacement of paving, walks, curbs, etc., including the hiring of traffic control personnel and obtaining the street opening permits, necessarily incurred in respect to new services, shall be borne by the Customer and/or the applicant for service. All work performed on the Customer's premises shall be done by the Customer at his expense.

(b) A gate valve controlling the entire supply will be placed on the fire service between the main and the property line of the premises being serviced. Any valve pit or vault, which may be required, will be furnished at the expense of the Customer.

(c) The private fire service shall be subject to the inspection and approval of the Company before the service is made effective.

(d) A private fire service connection is permitted only for the purpose of supplying water for the extinguishments of fires, and no use of water from such connections for any other purpose shall be made without approval of the Company.

(e) The Customer shall notify the Company within a period of seventy-two (72) hours after any usage of the sprinkler system.

(f) A detector check valve with by-pass, including meter installed in such by-pass, shall be furnished and installed by the Customer in accordance with Company requirements, just inside the building wall or other convenient location on the Customer's premises as designated by the Company. Any meter pit or vault required by the Company shall be constructed and maintained at the expense of

the Customer. The by-pass meter will be maintained by and at the expense of the Company.

(g) Any repairs or maintenance performed within the property of the Customer, whether done by the Customer or the Company, will be at the Customer's sole expense, and that performed in the street will be at the expense of the Company.

(h) Hydrants and other fixtures connected with a private fire service connection may be sealed by the Company and such seals shall be broken only in the case of fire or as specially permitted by the Company, and the Customer must immediately notify the Company of the breaking of such seal.

(i) No pipe or fixture connected with a private fire service connection served by the Company shall be connected with pipes or fixtures supplied with water from any other source.

(j) The Company shall approve the size and location of any connection made to its mains for private fire service.

(k) The entire private fire service connection and all parts of it which are located outside of the premises of the Customer are and forever remain the property of and come under the complete jurisdiction of the Company.

(l) No test of Fire Services shall be permitted without the express approval of the Company, (who may elect to have a representative present). Tests shall be scheduled to cause the least possible inconvenience to the Company's other Customers.

15. DISCONTINUANCE OF WATER SERVICE:

(a) Service rendered under any application, contract or agreement may be discontinued by the Company, after reasonable notice, for any of the following reasons:

1. For willful or indifferent waste of water due to any cause, including failure to repair service leaks within Customer's own premises.
2. Misrepresentation in application and or notice as to identity of water service subscriber.
3. For vacancy.
4. For nonpayment of account for water supplied by water service or any charges under these rules and regulations.
5. Failure to recognize Water bans as outlined in Water Conservation Measures/Authorities (revised section 24).

(b) Whenever the Customer desires to have the service contract terminated or the water service discontinued, the Customer shall so notify the Company. Until such notice is received by the Company and the Company has access to remove the meter or obtain the final readings, the Customer shall be responsible for the payment for all service rendered by the Company, including charges for meter

repairs caused by damage from hot water, freezing or other external causes. A reasonable time after receipt of such notice shall be allowed the Company to take a final reading of the meter or meters and to discontinue service. (c) Discontinuing the supply of water to any premises for any reason shall not prevent the Company from pursuing any lawful remedies by action at law or otherwise for the collection of monies due from the Customer. (d) Discovery of undisclosed cross-connections or use of wells or surface water in a system cross connected with the Company's service system, shall be grounds for the Company to discontinue its water supply to the relevant premises.

16. RENEWAL OF WATER SERVICE AFTER DISCONTINUANCE:

(a) When water service to any premises has been terminated for other than temporary vacancy it will be renewed only after the acceptance of a new application and when the conditions, circumstances or practices which caused the water service to be discontinued are corrected to the satisfaction of the Company, including the payment of all charges due and payable by the Customer in accordance with the rates, rules and regulations. A payment plan on overdue charges can be arranged if so desired.

17. TURN-ON CHARGE:

(a) When it is necessary to discontinue water service to any premises because of violation of the rules and regulations or on account of non-payment of any bill, or by request of a customer for any reason, a charge as specified in Appendix A hereto will be made to partially offset the expense of discontinuing and of turning on the water and this charge, together with any arrears that may be due the Company for charges against the Customer, must be paid before the water service will be restored.

(b) If at the time of such discontinuance of service a non-residential Customer does not have a deposit with the Company, the Company may require a deposit in accordance with Massachusetts Department of Public Utilities regulations as a guarantee of payment of future bills before water service will be restored.

18. BILLS FOR WATER SERVICE:

(a) Customers are responsible for furnishing the Company their correct address. Failure to receive bills is not to be considered an excuse for nonpayment nor will it permit an extension of the date the account is deemed delinquent.

(b) All bills will be sent to the address provided in the application or notice, unless, the Company is notified in writing of a change in address.

(c) If requested in writing by the Customer, the Company will send bills to and will receive payments from agents or tenants acting as agents. However, this accommodation will in no way relieve the Customer of the liability for all water charges and the Company shall not be obligated to notify the Customer of the nonpayment of water bills by such agents or tenants acting as agents.

(d) Payments shall be made at the office of the Company in person, by U.S. Mail or other acceptable delivery service or at such other places conveniently located as may be designated by the Company.

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

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

19. TERMS OF PAYMENT:

(a) All bills shall be payable upon receipt. However, no residential bill shall be considered "due" under applicable law or these regulations in less than forty-five (45) days from receipt. No disputed portion of a bill which relates to the proper application of approved rates and charges, or the Company's compliance with these regulations, shall be considered "due" during the pending of any complaint, investigation, hearing or appeal under these regulations. If a non-residential customer wishes to dispute a bill, it must provide written notice of such dispute to the Company within twelve (12) months of receipt of such bill.

(b) Special charges, such as temporary services, shall be payable on demand.

(c) Bills for the minimum charges for metered service shall be due and payable in arrears. Bills for water used shall be due and payable in arrears. The Company may render bills on either a semi-annual, quarterly, bi-monthly or monthly basis depending upon the class and quantity of service rendered.

(d) Bills for public fire service shall be rendered quarterly or monthly in arrears and shall be due and payable as rendered.

(e) Bills for private fire service shall be rendered quarterly or monthly in arrears and shall be due and payable as rendered.

(f) The Company may terminate service to a household in which all residents are sixty-five (65) years of age or older only after such Company first secures the written approval of the Department. In addition to the application for such approval filed with the Department, the Company shall concurrently give written notice to the Department of Elder Affairs (or any such agency designated by the Department of Elder Affairs for such purposes), any third person to be notified pursuant to 220 CMR 25.05 (2), and the residents of such household. Prior to approval by the Department of such application, no Company may send notices threatening termination of service to any household which has notified the

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

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

20. INTEREST CHARGE FOR LATE PAYMENT:

(a) Except as otherwise provided herein, bills for water service shall be due and payable when rendered. A bill shall be deemed rendered when it is delivered to the customer personally or three days following the date of the mailing of the bill to the mailing address supplied by the customer to the Company, whether or not the bill is in dispute

(b) No bill shall be considered due under applicable law or these Regulations in less than forty-five (45) days from receipt. No bill rendered to the Commonwealth of Massachusetts or to any agency, city, town, county or political subdivision thereof, shall be considered due under applicable law or these Regulations in less than fifty-five (55) days from receipt.

(c) Except as provided in subsection (d) below, a bill rendered to a non-residential customer for which payment in full has not been received within 45 days from the date the bill was rendered shall bear interest at the applicable monthly rate as determined in subsection (e) below, on any unpaid balance from the due date until the date of payment.

(d) A bill rendered to the Commonwealth of Massachusetts or to any agency, city, town, county or political subdivision thereof, for which payment in full has not been received within 55 days from the date the bill was rendered shall bear interest at the applicable monthly rate as determined in subsection (e) below, on any unpaid balance from the due date of payment.

(e) The applicable monthly interest rate shall be established on February 1 each year based upon the previous year's annual average of two year Treasuries plus 1000 basis points, as per DPU Order 93-204-A, effective November 1, 1994.

21. ABATEMENTS AND REFUNDS:

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

22. PRESSURE AND CONTINUITY OF SUPPLY:

(a) The Company does not guarantee a sufficient or uniform pressure, or an uninterrupted supply of water and Customers are cautioned to provide sufficient storage of water where an absolutely uninterrupted supply must be assured, such

as for steam boilers, domestic hot water systems, gas engines, medical equipment, etc.

(b) In high level sections where pressure is low, if the Customer desires a higher pressure than that furnished at the mains of the Company, the Customer shall install at his/her own expense a tank and/or booster pump, of a type and installation approved by the Company.

(c) Where the pressure to a Customer's premises is greater than desired, it shall be the Customer's responsibility to install the proper regulating device to reduce the pressure to the extent desired.

(d) The Company shall have the right to reserve sufficient supply of water at all times in its reservoirs to provide for fire or any other emergencies, and may restrict or regulate the quantity of water used by its Customers in case of scarcity, or whenever the public welfare may require it. Refer to Water Conservation Measures/Authorities (Section 24).

23. INTERRUPTIONS IN WATER SUPPLY:

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

24. CONSERVATION MEASURES AND AUTHORITIES:

(a) The Company reserves the right to restrict water usage during drought conditions and periods of excessive consumption by consumers, if water supplies are deemed low. Restrictions are always deemed necessary to guarantee fire flow protection, health and sanitary requirements and whenever required for the public good.

(b) The Company will, when possible, elect to implement water use restrictions consistent with those developed by the Town of Great Barrington, if any, so that town residents, as a group, are subject to the same restrictions. The Company reserves the right to utilize a more restrictive use policy if it determines that it faces a water supply shortage.

(c) The following procedures will be utilized to announce, implement and enforce water use restrictions:

i. The Company will provide advance notification to local agencies including the Department of Environmental Protection and the Department of Public Utilities prior to implementation of water use restrictions. The associated penalties and enforcement procedures will be on file with the respective agencies.

ii. Customers shall receive advanced notification through local media outlets or Company mailings that water restrictions will be implemented. In the

case of an emergency requiring immediate implementation, termination of service for failure to respond to water use restrictions must be deferred until the customer is personally notified of the restrictions.

(d) Water use restrictions will follow the customary four (4) stage method and customers will utilize their numerical address in determining water use permissions. Consumers with even numbered addresses may use water resources on even dates and those with odd numbered addresses may use water resources on odd dates.

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

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

Stage 3: Mandatory water conservation. Utilization of lawn sprinklers, irrigation systems, soakers and unattended hoses is expressly forbidden. Outside water usage is restricted to use of hand held devices for one hour per day between the hours of 7:00 PM and 7:00 AM following the odd-even allocation program. Water may not be used to fill pools. First violation: Written Citation (No financial penalty). Second and subsequent violations: $150 penalty. Third and subsequent violations within a calendar year: Termination of water service for a 24 hour period plus Company costs of termination and restoration and the aforementioned $150 penalty.

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

(e) Notwithstanding anything to the contrary all consumers who are found liable for the termination and/or restoration of water service must also pay the Company's costs.

(f) For purposes of this section the Company will charge a $50.00 fee for each service termination and a separate $50.00 fee for each service restoration during regular business hours and actual costs for terminations or restorations after regular business hours.

(g) For purposes of this section an odd/even water use permission plan shall be interpreted to mean that residents with even numerical addresses may use water on even numbered days while residents with odd numerical addresses may use water on odd numbered days.

25. LIABILITY OF COMPANY:

(a) The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in the service, but it cannot and does not guarantee that such will not occur.

(b) The Company shall in no event be liable for any damage or inconvenience caused by reason of any break, leak, or defect in the Customer's service pipe or fixtures.

26. GENERAL:

(a) The service pipes, meters and fixtures on the Customer's premises shall at all reasonable hours be accessible to the Company for observation or inspection.

(b) No person shall turn the water on or off at any street valve, corporation cock, curb cock, or other street connection, or disconnect or remove any meter without the consent of the Company. Penalties provided by law for any such action will be rigidly enforced.

(c) Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service rendered to its Customers except as covered in these rates, rules and regulations.

(d) No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter of these rules and regulations.

(e) Any complaint against the service or employees of the Company should be made at the office of the Company and preferably in writing.

(f) The Company shall have the right to cut off the water supply to make repairs, changes or connections to its mains and other equipment. It will use reasonable effort to notify the Customer in advance of such discontinuance of service, but it will not be liable for any damage or inconvenience suffered by the Customer because of such discontinuance of service, or because of failure to notify the Customer in advance of its intention to discontinue service.

27. APPROVAL OF THE RULES AND REGULATIONS:

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

RULES AND REGULATIONS APPENDIX A Schedule of Administrative Fees and Charges (November 1, 2007) Charge for testing meters 5/8" to 1" $ 95.00 Charge for testing meters 1-1/2" & larger actual cost (This charge is refundable if meter is more than 2% inaccurate to the prejudice of the customer) Turn-On Fee, Turn-Off Fee, Disconnection and Restoration Charges, during regular business hours: $ 50.00 Turn-On Fee, Turn-Off Fee, Disconnection and Restoration Charges, during non-business hours: $100.00 Return Check Fee Actual Cost Cross-Connection Testing Fee, during business hours $ 120.00 Cross-Connection Testing Fee, during non-business hours: Actual Cost Tie-in Fees: ¾" – 1" $500.00 11/2" – 2" $1,000.00 4"-6" $2,000.00 8" + $5,000.00 Broken Meter Seal $50.00 Final Reading Fee $50.00