

AQUARION WATER COMPANY OF MASSACHUSETTS
 COLONIAL DOVER DIVISION
 DOVER, MASSACHUSETTS

M.D.P.U. NO. 11
 Canceling Dover Water Company
 M.D.P.U. NO. 3

AQUARION WATER COMPANY OF MASSACHUSETTS (COLONIAL DOVER DIVISION)
 SCHEDULE OF TARIFFS

Effective: December 1, 2021, applicable to service rendered after December 1, 2021

		Current Water Rates	
		Quarterly	Monthly
Commodity Rates for Each Single Service Connection:			
Customer charge	Per quarter base charge	158.70	
	Per monthly base charge		52.90
First 5,000 gallons or less	per 1,000 gallons	\$ 4.20	
First 1,667 gallons or less	per 1,000 gallons		\$ 4.20
Next 10,000 gallons	per 1,000 gallons	\$ 5.40	
Next 3,333 gallons	per 1,000 gallons		\$ 5.40
Next 10,000 gallons	per 1,000 gallons	\$ 12.30	
Next 3,333 gallons	per 1,000 gallons		\$ 12.30
Next 35,000 gallons	per 1,000 gallons	\$ 16.50	
Next 11,667 gallons	per 1,000 gallons		\$ 16.50
Next 40,000 gallons	per 1,000 gallons	\$ 21.00	
Next 13,333 gallons	per 1,000 gallons		\$ 21.00
All over 100,000 gallons	per 1,000 gallons	\$ 24.00	
All over 33,333 gallons	per 1,000 gallons		\$ 24.00
Rates for Master Bulk Meter:			
<i>Available to sales as per contract with other water suppliers.</i>			
	Per month rate per 1,000 gallons*		\$ 17.31

*Increase of 14.17% over previous rate of \$15.16

Issued: November 23, 2021
 Issued By: Donald J. Morrissey

Effective: December 1, 2021
 Title: President

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES

AQUARION WATER COMPANY OF MASSACHUSETTS
(COLONIAL DOVER DIVISION)

M.D.P.U. No. 12

RULES AND REGULATIONS

Canceling

M.D.P.U. No. 4

OF

COLONIAL WATER COMPANY (DOVER DIVISION)

RATES, RULES AND REGULATIONS

GOVERNING THE DISTRIBUTION OF WATER IN

DOVER, MASSACHUSETTS

AQUARION WATER COMPANY OF MASSACHUSETTS
COLONIAL DOVER DIVISION
DOVER, MASSACHUSETTS

M.D.P.U. NO. 12
Canceling Colonial Water Company
M.D.P.U. NO. 4

RULES & REGULATIONS

FOR

WATER SERVICE

Filed pursuant to Order dated October 29, 2021 in D.P.U. 21-54

CONTRACT

These Rules and Regulations and all subsequent changes hereto constitute a part of the contract with every customer supplied with water by the Colonial Dover Division of Aquarion Water Company of Massachusetts (formerly Colonial Water Company), and every customer shall be considered to have expressed consent to be bound hereby. The meaning and application of these Rules and Regulations shall be interpreted by the Company. The Company reserves the right to change the Rules and Regulations without notice upon approval by the Department of Public Utilities.

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SECTION I - DEFINITIONS

- DEPARTMENT - means Commonwealth of Massachusetts Department of Public Utilities.
- COMPANY - means the Colonial Dover Division of Aquarion Water Company of Massachusetts.
- CUSTOMER - means any person, firm, corporation, company, association, governmental unit, lessee who by terms of a written lease is responsible for the water bill, or owner of property furnished water service by water company.
- PREMISES - shall include, but is not restricted to the following:
- a. A building or combination of buildings owned or leased by one customer in one common enclosure, occupied by one family as a residence or one corporation or firm as a place of business, or
 - b. Each unit of a multiple house or building separated by a solid vertical partition wall occupied by one family as a residence or one firm as a place of business, or
 - c. A building owned or leased by one customer and 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, or
 - d. A building two or more stories high under one roof owned or leased by one customer and having an individual entrance for the ground floor occupants and one for the occupants of the upper floors, or
 - e. A combination of buildings owned by one customer, in one common enclosure, none of the individual buildings of which is adapted to separate ownership, or
 - f. A public building, or
 - g. A single plot, used as a park or recreational area.
- PROPERTY - means all facilities owned and operated by the Company
- METER - means any device for measuring the quantity of water used as a basis for determining charges for water service to a customer.

MAIN	- means a water pipe, owned, operated; and maintained by the Company which is used for the purpose of transmission or distribution of water, but is not a water service pipe.
TAP	- means the fittings installed at the main to which the service pipe is connected.
SERVICE PIPE	- means the pipe that runs between the main and the customer's place of consumption, including fire lines.
SERVICE CONNECTION	- means that portion of the service pipe from the tap to and including the curb stop.
CUSTOMER SERVICE LINE	- means that portion of the service pipe from the curb stop to the customer's place of consumption.

SECTION II - D DESCRIPTION OF SERVICE

- 2.1 Whenever the Company finds it necessary to schedule an interruption to its service, it shall make all reasonable effort to notify all Customers to be affected by the interruption, stating the time and anticipated duration of the interruption. Whenever possible, scheduled interruptions shall be at such hours as will provide least inconvenience to the greatest number of Customers.
- 2.2 The Company shall make all reasonable efforts to prevent interruptions of service and, when such interruptions occur, shall endeavor to re-establish service with the shortest possible delay consistent with the safety of its Customers and general public. No responsibility will be assumed by the Company for any damages to any customer apparatus due to the shutting off of water without notice.
- 2.3 The Company shall exercise reasonable diligence to furnish a continuous and adequate supply of water to its Customers and to avoid any shortage or interruption of delivery thereof.

If the Company finds that it is necessary to restrict the use of water, it shall notify its Customers before such restriction becomes effective. Such notification shall specify:

- A. The reason for the restriction;
- B. The nature and extent of the restriction, i.e. on outdoor use of water, use by certain classes of Customers, etc.;
- C. The time periods such restriction is to go into effect.

During the time of potential or actual water shortage, the Company shall equitably apportion its available water supply among its Customers with due regard to public health, safety, and regulation.

The Company undertakes to supply its Customers with water which meets the requirements of or exceeds all state agencies having jurisdiction, and which has such physical and chemical properties as to make it appropriate for domestic use. However, the Company does not undertake to render any special service, to maintain any fixed pressure, or to deliver a fixed quantity of water.

The Company shall not be liable for any damages to person or property, sustained as a result of any break, failure or accident in or to its system or any part thereof, which is not due to the Company's negligence, or which, being known to the Customer was not reported by him in time to avoid such damage.

- 2.4 Outside water use such as irrigation may be regulated by limitations of hours and days or prohibited as the Company determines necessary to reserve sufficient supply. Prohibited hours currently are 5:00 A.M. to 9:00 A.M. and 5:00 P.M. to 9:00 P.M.

SECTION III - BILLING

- 3.1 All water sold by the Company shall be on the basis of meter measurements, at the rates on file with and approved by the Department. Rate schedules are available to the Customer at the office of the Company upon request.
- 3.2 Separate premises shall be separately metered and billed.
- 3.3 Meters shall be either monthly or quarterly, and bills shall be rendered either monthly or quarterly. Bills are due and payable upon presentation. The Company shall avoid, insofar as practicable, sending a Customer two successive estimated bills.
- 3.4 Bills which are incorrect due to meter or billing errors shall be adjusted as follows:
- (1) Whenever a meter in service is tested and found to have over-registered more than two percent, the Company shall adjust the Customer's bill for the excess amount paid as determined below.
- A. If the time at which the error first developed or occurred can be definitely determined, the amount of overcharge shall be based thereon.
- B. If the time at which the error first developed or occurred cannot be definitely determined, it shall be assumed that the over-registration existed for a period equal to one-half of the time since the meter was last tested and installed. If more than one Customer received service through the fast meter during the period for which the refund is due, a refund shall be paid to the present Customer only for the time during which he received service through the meter.
- (2) Whenever a meter in service is found not to register, the Company may render an estimated bill. The Company shall estimate the charge for the water used by averaging the amount registered over a similar period preceding or subsequent to the period of non-registration or for the corresponding period in previous years, adjusting for any changes in the Customer's usage. When it is found that the error in a meter is due to some cause, the date of which can be fixed, the overcharge or the undercharge shall be computed back to but not beyond such date.

- (3) Billing adjustments due to fast meters shall be calculated on the basis that the meter should be one hundred percent accurate. For the purpose of billing adjustment, the meter error shall be one-half of the algebraic sum of the error at maximum test flow plus the error at intermediate test flow.
 - (4) When a Customer has been overcharged as a result of incorrect reading of the meter, incorrect calculation of the bill, incorrect connection of the meter or other similar reasons, the amount of the overcharge shall be adjusted, refunded or credited to the Customer.
 - (5) When a Customer has been undercharged as a result of incorrect reading of the meter, incorrect calculation of the bill, incorrect connection of the meter or other similar reasons, the amount of the undercharge may be billed to the Customer not more than one year prior to the date of discovery of the incorrect bill.
- 3.5 For any period less than one quarter, service and water charges shall be prorated as a full monthly charge for each month and/or fractions thereof.
 - 3.6 Each bill for service will be rendered to the property owner of record, and, in the absence of special agreement, such person will be held responsible for payment of the bill.
 - 3.7 If payment in full for water service is not made within 45 days after the bill is mailed to the customer, the Company reserves the right to discontinue service at his premises in accordance with the procedures provided by applicable regulations of the Department of Public Utilities. No service will be turned on until all outstanding bills including a restoration charge is paid in full or an approved payment schedule is accepted by the Company.
 - 3.8 The Company shall charge for all in field service calls if the reason for the call is other than a problem which is the responsibility of the Company.

SECTION IV - APPLICATION FOR SERVICE

- 4.1 Application for water service shall be made on a form provided by the Company, signed by the Customer.
- 4.2 Payment of unpaid bills of any applicant for service shall be paid prior to turning on service for such applicant, service for whom has been discontinued. The Company shall be given 24 hours notice for resumption of service.
- 4.3 The charge for temporary or intermittent service for a customer shall be the actual cost for installing, disconnecting the service, and for the commodity charge.

SECTION V - CUSTOMER DEPOSITS

- 5.1 The Company may, at its option require from any residential customer, or prospective residential customer a deposit to guarantee payment of bills. Such deposits shall not exceed an amount equivalent to the estimated maximum bill for ninety days. The Company may also, at its option require from any non-residential customer, or prospective non-residential customer a deposit to guarantee payment of bills. Such deposits shall not exceed the company's charges for one billing period.
- 5.2 The Company having on hand deposits from Customers, or hereafter receiving deposits from Customers, shall keep records to show:
- A. The name of the Customer making the deposit;
 - B. The account number or other identification of the premises occupied by the Customer when the deposit was made;
 - C. The amount and date of making the deposit;
 - D. A record of each transaction concerning the deposit;
- 5.3 The Company shall issue a receipt to every Customer from whom a deposit is received and shall provide means whereby the depositor may receive his deposit or balance if such receipt is lost.
- 5.4 A. Simple interest on deposits at the Department stated rate, which changes annually, to be paid annually or credited to the Customer's account or the interest shall be paid upon return of the deposit for the time it is held by the Company.
- B. The deposit shall cease to draw interest on the date it is returned, on the date service is terminated or on the date notice is sent to the Customer's last known address that the deposit is no longer required.
- 5.5 Deposits, along with accrued interest will be refunded after satisfactory payment of four successive billing periods.
- 5.6 Upon final discontinuances of service the Company may apply such deposit, including accrued interest, to any amount due from the Customer for service. Any balance due to the Customer shall be promptly refunded.
- 5.7 Deposits shall be returned, together with accrued interest, where satisfactory credit has been established.

SECTION VI - SERVICES

- 6.1 The Company shall furnish, install, own and maintain at its expense all new service connections, provided the cost of excavation, backfill and removal and replacement of paving, walks, curbs, etc. necessarily incurred in respect to new service shall be borne by the Customer or other applicant for service.
- 6.2 The determination of the necessity to replace a service connection will in all cases be made by the Company. Such replacements will be furnished, installed, owned and maintained by the Company at its expense including the cost of excavation, backfill, removal and replacement of paving, walks curbs, etc.
- 6.3 When a premise is to be abandoned or demolished or a service pipe is to be abandoned, the customer agrees to notify the Company promptly and to close the tap at his own expense. Should the Customer fail to complete such work promptly, it will be done by the Company at the Customer's expense.
- 6.4 The Company at its own expense shall furnish, install, own and maintain the necessary curb box. The customer at his own expense shall furnish, install, own, and maintain the service pipe from the curb stop to the place of consumption and shall keep them in good repair in accordance with the rules, regulations and requirements of the Company. A curb box shall be installed at each curb stop.
- 6.5 The service pipe shall extend through that point on the Customer's property line or the street line easiest to access to the Company from its existing distribution system and where practicable, from a point at right angles to the existing distribution line in front of the premises to be served. Service pipes shall not cross intervening properties and shall only be installed if the Customer's property to be served has frontage on a street with a main. The approval of the Company shall be secured as to the proper location for the service pipe.
- 6.6 Such service pipe shall be Type K soft temper copper tubing, 1" minimum size or such other material as may be approved by the Company. Pipes over 2" diameter shall be cement lined Class 52 AWWA standard ductile iron pipe.
- 6.7 All pipes shall be laid so as to have a minimum cover of 4 1/2 feet.
- 6.8 Service pipes may be laid in the same trench with other underground utility facilities, except oil or sewer pipes, provided 12 inches separation, in a horizontal plane, shall be maintained and provided such arrangements shall be mutually acceptable to the parties concerned. At crossings of service

with other underground facilities, clearances wherever possible shall not be less than 12 inches.

- 6.9 The trench underneath, around and over the pipe shall be backfilled with good material, free of stones, and thoroughly tamped to secure a firm support. To disclose any settlement of backfill which may need correcting, newly filled trenches shall be re-inspected at intervals.
- 6.10 The service connection at the main or the run of the service pipe shall allow for a reasonable amount of flexibility to prevent breakage or leaks at the connection with the main.
- 6.11 The Customer service line must be left uncovered for inspection by a Company representative. The service connection to the Company main will not be made until such inspection has been performed and the service line approved. Final approval of the Customer service line may be subject to a satisfactory hydrostatic test, which test will be made by the Company following installation of the service connection.
- 6.12 The Customer shall have installed on the service line approved ball valves immediately after its entry into the building or meter pit and immediately following the meter setting. Said valves shall be of the same nominal size as the service pipe. The customer is responsible for the cost of installation and maintenance of these valves.
- 6.13 Curb stops may be only operated by and are for the exclusive use of the Company.
- 6.14 If a leak develops in a Customer service line or a Customer owned service connection, the customer shall repair it without delay. If such repair work is not completed within a reasonable period specified by the Company in writing to the Customer, the Company may discontinue service until the leak is repaired, or repair the leak itself. In either case, the Customer shall pay all costs incurred by the Company in such work.
- 6.15 All maintenance charges, including thawing of frozen services, shall be paid for by the party owning the service. Where the service from the main to inside the cellar wall is partly owned by the Customer and the Company, the Company shall thaw out the frozen service, and one-half the cost thereof shall be paid by the Customer.
- 6.16 A separate service connection shall be made to each premise as herein defined.
- 6.17 If the Customer has water using devices on his premises which in the opinion of the Company are potential hazards to the water distribution

system, the Company will require as a condition precedent to the provision of continuance of service, a backflow preventer or other equipment determined by the Company to be necessary to protect public health and safety, which equipment shall be installed and maintained at the expense of the Customer.

- 6.18 Any device required by the Customer for the regulation of pressure at the Customer's premises shall be furnished, installed, owned and maintained by the Customer at his own expense.

SECTION VII - DISCONTINUANCE OF SERVICE

- 7.1 Customers shall give written notice to the Company to discontinue service or that a change of ownership has taken place, giving the date of such termination of service or change of ownership. All Customers shall be liable for all charges for water service until such termination occurs or written notice as to change of ownership has been received by the Company whichever is later.
- 7.2 Refusal or discontinuation of service by a water company is restricted by certain provisions of the Department's Rules and Regulations.

Termination proceedings may be started by the Company for any of the following reasons, and carried out subject to the aforementioned restrictions. Service may be terminated without notice, again subject to certain restrictions, for reason (a) below. For all other reasons set forth below, service may, again subject to certain restrictions be terminated upon such notice as prescribed by the Department of Public Utilities.

- A) A condition determined by the Company to be hazardous.
- B) When the Company has discovered that by fraudulent means a Customer has obtained water service or has diverted the water service for unauthorized use or has obtained water service without being properly registered upon the Company's meter.
- C) When the Company has discovered that the furnishing of water service would be in contravention of any orders, ordinances or laws of the Federal government or of the State of Massachusetts or any political subdivision thereof.
- D) Non-payment of a delinquent account, provided that the Company has notified the Customer of the delinquency and has made a diligent effort to have him pay the delinquent account.
- E) Failure of the Customer to furnish such service, equipment, permits, certificates of rights-of-way as shall have been specified by the Company as a condition to obtaining service, or if such equipment or permissions are withdrawn or terminated.
- F) Failure of a non-residential Customer to fulfill his contractual obligations with the Company.
- G) Failure of the Customer to permit the Company reasonable access to its equipment during normal working hours.

- H) Failure or refusal of the Customer to reimburse the utility for repairs to or loss of utility property on his property when such repairs are necessitated or loss is occasioned by the intentional or negligent acts of the Customer or his agents.
 - I) Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
 - J) Tampering with the equipment furnished and owned by the Company.
 - K) Violation of or non-compliance with the Company's Rules and Regulations.
 - L) Fraud or material misrepresentation by a Customer in obtaining utility service.
- 7.3 The Company will not terminate service if the Customer has filed an unresolved complaint or dispute with the Company and/or the Department.
- 7.4 Where service has been discontinued for delinquency or the Company has gone to the premises for the purpose of terminating service, the Company shall charge a reasonable charge for the restoration of service..
- 7.5 When any objection to the charge, facilities or quality of service of the Company, oral or written, is made to the Company by a Customer, the Company will make a prompt and complete investigation and advise the complainant thereof.
- 7.6 Employees of the Company may enter the premises of a Customer at reasonable hours, for purposes of reading meters and inspecting and maintaining the equipment of the Company. Any employee of the Company whose duties require him to enter the Customer's premises shall wear a distinguishing uniform identifying him as an employee of the Company, or carry on his person a badge or other identification prominently displayed which will identify him as an employee of the Company.

SECTION VIII - METERS

- 8.1 The Company reserves the right to designate the size of meter to be installed on any service and to determine when any meter shall be repaired or replaced.
- 8.2 The meter on a service pipe will be furnished, set and maintained by and at the expense of the Company. The Company will not furnish or maintain meters for more than one measurement of water for a single premises from a single service pipe.
- 8.3 Meters installed out of doors shall be so located as to be accessible to the Company's distribution line for proper service connection and so far as practicable the location should be mutually acceptable to the Customer and the Company. The meter shall be installed so as to be unaffected by climatic conditions and reasonably secure from injury. Meter pits shall be paid for, owned and maintained by the property owner.
- 8.4 Meters installed inside the Customer's premises shall be located as near as possible to the point where the service pipe enters the building and so as to be reasonably secure from injury and readily accessible for reading and testing. In cases of multiple dwelling, such as two-family flats or apartment buildings, the meter shall be located within the premises served or in a location accessible to the Customer and the Company.
- 8.5 The Company shall furnish upon request of the Customer or his agents a description of its requirements for meter installation.
- 8.6 Damage to meters due to freezing (except in vaults built as directed by the Company), hot water or external causes shall be paid for by the property owner.
- 8.7 The applicant or owner shall provide protection approved by the Company for meter in case of temporary service. The Company may charge the actual cost of installation and removal of metering devices in the case of temporary service.
- 8.8 If the total length of the service from the curb cock to the building exceeds 100 feet, the Company may require that the service be metered on the Customer's property at a point near the street line.

SECTION IX - HYDRANTS

- 9.1 Hydrants are for the exclusive use of the Company and may not be used by any town, firm, or person without the express written permission of the Company.

APPENDIX A- SPECIAL CHARGES

1. The Company reserves the right to charge customers for the following:

Miscellaneous Fees:	Per Occurrence
Turn on fees	\$ 50.00
Collection fees	\$ 25.00
NSF check fees	\$ 25.00
Water audit report fees	\$ 25.00
Meter removal fees	\$ 50.00
Meter reinstallation fees	\$ 100.00
Frozen meter fees	\$ 150.00
Tapping fees	\$ 3,500.00

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES

AQUARION WATER COMPANY OF MASSACHUSETTS
(COLONIAL SPRINGDALE DIVISION)

M.D.P.U. No. 15

RULES AND REGULATIONS

Canceling

M.D.P.U. No. 5

COLONIAL WATER COMPANY (SPRINGDALE DIVISION)

RATES, RULES AND REGULATIONS

GOVERNING THE DISTRIBUTION OF WATER IN
SPRINGDALE, MASSACHUSETTS

RATES FOR METERED SERVICE

Customers of Aquarion Water Company of Massachusetts' Colonial Springdale Division will be charged the same rates as customers of Aquarion Water Company of Massachusetts' Colonial Dover Division.

Issued: November 23, 2021
Issued By: Donald J. Morrissey

Effective: December 1, 2021
Title: President