This Addendum is a part of the residential tenancy agreement (lease or tenancy-at-will) between ____________________________ (“Landlord”) and ____________________________ (“Tenant”) dated ____________________________ regarding rental of a dwelling (the “Dwelling”) in the Premises described as ____________________________ (the “Premises”).

In the event this Addendum conflicts with the residential tenancy agreement, then this Addendum shall control.

1. Tenant agrees to pay Landlord for water and sewage charges for the Dwelling on the terms and conditions set forth. Landlord has certified eligibility of the Dwelling and compliance with General Laws Chapter 186, Section 22 and regulations in 105 CMR 410.354. Attached is a copy of the Certificate filed by the Landlord with the local Board of Health or other department having authority to enforce the State Sanitary Code.

2. **Landlord As Consumer** Water separately charged to the Tenant pursuant to this Addendum shall be delivered by the water company to the Landlord and the Landlord shall: (1) be the consumer; (2) for billing purposes, be the customer of record; (3) be responsible for payment of the water company bills; and (4) be subject to any actions of the water company for nonpayment.

3. **Direct Metering** If the Dwelling is connected to a meter installed by a water company; the Landlord is authorized to charge Tenant for water and sewer usage and Tenant agrees to pay for same. Such charges are subject to the condition that the meter measures only water that is supplied for the exclusive use of the Dwelling unit and only to an area within the exclusive possession and control of the Tenant of such Dwelling and does not measure water usage for any portion of any common area or by any other person or dwelling. Upon request by the Tenant, the Landlord shall apply for a test of the meter to determine its accuracy. The Tenant shall reimburse the Landlord for any cost incurred in connection with such test. If the Tenant does not reimburse the Landlord for such cost, the Landlord may add such cost to the next bill sent to the Tenant and such cost shall be considered to be part of the bill.

4. **Submetering Billing** Provided that a submeter and other devices required by Chapter 186, Section 22, have been installed by a licensed plumber, the Landlord is authorized to charge Tenant for water and sewer usage and the Tenant agrees to pay for same, provided that submetering equipment has been installed in each dwelling in the building and in the common areas, so that all water used is measured by both a primary meter and a submeter. Each bill for submetered water usage shall clearly set forth all charges and all other relevant information, including, but not limited to, the current and immediately preceding submeter readings and the date of each such reading, the amount of water consumed since the last reading, the charge per unit of water, the total charge and the payment due date. Such charges shall be billed to the Tenant in at least as many periods as the Landlord is billed by the water company providing such water to the building or such payments may be made on a monthly payment schedule as agreed to in the written rental agreement; provided, however, that if the Landlord bills the Tenant on a monthly basis, payment of the bill by the Tenant shall be due 15 days after the date the bill is mailed to the Tenant, but if the Landlord bills the Tenant at intervals greater than 1 month, payment of the bill by the Tenant shall be due 30 days after the date the bill is mailed to the Tenant. If the Tenant fails to make such payment, such nonpayment shall be a material breach of the rental agreement.

5. **Cost Calculation** The Landlord shall determine a calculated cost per unit of water consumption by dividing the total amount of any bill or invoice provided to the Landlord from the water company for water usage, the customer service charge and taxes, but not including any interest for the late payment, penalty fees or other discretionary assessments or charges, for all water provided to the premises through the water company meter in that billing period, by the total amount of water consumption for the entire premises. The total amount charged separately to each submetered dwelling for water usage for any billing period shall not exceed such calculated cost per unit of water multiplied by the number of units of water delivered exclusively to the particular dwelling for the same billing period, provided that the Landlord has verified that the total amounts of water usage measured by all submeters in the building, including all submeters for common areas, does not exceed the total amount of water usage in the building for the same billing period.

6. **Maintenance** The Landlord has an affirmative obligation to maintain in good working order the water supply system to each dwelling unit and any component thereof, including any water conservation device and submeter and to respond in a timely manner to any request by the Tenant for the repair of any defect or malfunctioning in such water supply system, including any leak.
7. Commencement: Meter Reading  When a tenancy commences after the day on which a billing period of the water company begins, the Landlord shall mail to the Tenant on the first day of the tenancy, the reading on the submeter for the Dwelling on the day the tenancy commences and may bill the Tenant only for water and sewer usage based on water measured subsequent to that reading.

8. Termination: Meter Reading  If the tenancy terminates before the end of a billing period for which the Landlord has not been billed by the water company, the Landlord shall give to the Tenant on the last day of such tenancy the reading on the submeter for the dwelling unit as of that day together with a final bill for water and sewer usage in the dwelling unit since the last prior reading of the submeter for such dwelling unit. The Landlord shall charge the same rate for the water and sewer used by the Tenant as the water company charged in the last bill issued to the Landlord. Notwithstanding the requirements of Section 22 (f) of Chapter 186, the bill shall be immediately due and payable by the Tenant. If the Tenant does not pay the bill, the Landlord may deduct the amount of the bill from any security deposit paid by the Tenant in accordance with Section 15B of Chapter 186, prior to returning the balance of the security deposit, if any, to the Tenant. If the Landlord is not able to give the final reading on the submeter for the dwelling unit together with a final bill for water usage to the Tenant on the last day of the tenancy, the Landlord shall mail such reading and such final bill to the Tenant no later than the day after the termination of the tenancy, provided that the Tenant has provided the Landlord with a mailing address. If the water company subsequently charges the Landlord a lesser rate than the Landlord charged the Tenant in the final bill, the Landlord shall recalculate the bill forthwith based on the lesser rate and mail to the Tenant the revised bill together with a rebate for any overpayment made by the Tenant.

9. Testing  Upon receipt of a bill for water usage from Landlord and within the time allowed for paying the bill, Tenant may request that a person or entity with expertise in the installation and operation of water submeters and with no financial or other relationship with Landlord, test the submeter for the Dwelling of the Tenant to determine whether it is measuring water accurately. If the submeter is found to be measuring more water than is being used in the dwelling unit, the Landlord shall install a new submeter at his own expense and shall also pay for the cost of the test. The person conducting the test shall determine the amount of water that was improperly measured during both the prior and current billing periods. The Landlord shall calculate the amount the Tenant was overcharged for the prior billing period and reduce the bill by that amount, or, if the Tenant has already paid the bill, give the Tenant a rebate in that amount. If the submeter is found to be measuring no more water than is being used, the Tenant shall pay for the cost of the test; provided, however, that if the Tenant does not pay for the cost of the test, the Landlord may add such cost to the next bill to the Tenant.

10. Leaks  In the event of a leak in the water supply to a dwelling, the Landlord shall determine the amount of water and sewer usage that was measured on the submeter for the Dwelling as a result of such leak, after a review of the billing records and consultation with the repairing plumber. The Landlord shall then determine the amount of the bill for the billing period in which the leak occurred that was attributable to such leak and reduce the bill to the Tenant by that amount or, if such bill has already been paid, grant the Tenant a rebate in that amount; provided, however, that with regard to any leak about which the Tenant knew or should have known, the Landlord shall only be required to reduce the bill to the Tenant, or to grant a rebate in an amount attributable to the water and sewer usage measured on the submeter as a result of the leak between the date the Tenant gave notice to the Landlord and the date the leak was repaired.

11. No Additional Fee  Except as authorized by law, the Landlord agrees not to charge, to seek to recover, or to allow to be charged or recovered, any additional servicing, administrative, establishment, meter-reading, meter-testing, billing, or submetering fee or other fee.

12. Nonpayment. In the event of nonpayment of a bill to a water company by the Landlord, such water company shall have all the remedies against the customer of the water company available pursuant to any law, rule or regulation. The Landlord may not shut off or refuse water service to a Tenant on the basis that the Tenant has not paid a separately assessed submetered water usage charge.
**MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH**
**SUBMETERING OF WATER AND SEWER CERTIFICATION FORM**

In accordance with M.G.L. c. 186, § 22 and 105 CMR 410.000: Minimum Standards of Fitness for Human Habitation (State Sanitary Code Chapter II), the following dwelling unit is eligible for the imposition on the tenants of a charge for water and/or sewer service.

### PROPERTY INFORMATION

<table>
<thead>
<tr>
<th>Address:</th>
<th>Unit #</th>
<th># Of units in bldg.</th>
</tr>
</thead>
<tbody>
<tr>
<td>City/Town:</td>
<td>MA</td>
<td>Zip Code:</td>
</tr>
</tbody>
</table>

### EQUIPMENT INSTALLATION INFORMATION

105 CMR 410.000 requires the installation of water conservation devices prior to a dwelling unit becoming eligible for the imposition on tenants of a charge for water and/or sewer. The devices must meet the following specifications:

- **Showerheads with maximum flow rate not to exceed:** 2 1/2 gallons per minute (2.5 gpm)
- **Faucets with maximum flow rate not to exceed:** 2 2/10 gallons per minute (2.2 gpm)
- **Ultra low flush water closets (toilets) not to exceed:** 1 6/10 gallons per flush (1.6 gpf)

The submetering equipment used to measure the quantity of water used for each dwelling unit and common area must meet the standards of accuracy and testing of the American Water Works Association or similar accredited association.

A licensed plumber must install the water closets and submetering equipment.

### Submetering equipment information:

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model #</th>
</tr>
</thead>
</table>

### Licensed Plumber Certification

<table>
<thead>
<tr>
<th>Print Name of Plumber</th>
<th>License #</th>
<th>Date</th>
</tr>
</thead>
</table>

I certify that (check all that apply):

- have installed the submetering equipment listed above in accordance with accepted plumbing standards.
- I have installed one or more water closets not exceeding 1.6 gallons per flush.
- Determined that existing water closets do not exceed 1.6 gallons per flush.
- The plumbing permit issued by the city/town, if required, is attached.
- Dwelling unit is connected directly to a meter installed by a water company and, in accordance with M.G.L. c. 186, § 22(p), does not require the installation of a submeter.

Signed under the pains and penalties of perjury, ____________________________________________

Signature of Licensed Plumber

### Property Owner Certification

I certify that: (1) This dwelling unit is eligible for the imposition on the tenants of a charge for water and/or sewer usage in accordance with the water submetering law (MGL c. 186, §22); (2) All showerheads, faucets, and water closets in this dwelling unit are water conservation devices that meet the standards specified above; (3) The water submeter measuring the use of water in the dwelling unit was installed by a licensed plumber and is in compliance with the standards specified above, or the water meter measuring the use of water in this dwelling unit was installed by a "water company" as defined in M.G.L. c. 186, § 22; (4) The water meter of submeter measures the water usage exclusive to this unit; (5) I will provide to the tenants of this dwelling unit, prior to occupancy, a written rental agreement that clearly provides for the separate charging of water and/or sewer service, and a copy of this certification form; (6) That all information included on this certification is true and accurate to the best of my knowledge.

Signed under the pains and penalties of perjury, ____________________________________________

Print Name of Owner | Signature of Owner | Date

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MDPH/CSP Submetering Certification Form, Revised 10/06

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