

## WATER AND SEWER ADDENDUM

Date: \_\_\_\_\_

The following addendum is made part of the lease or tenancy at will agreement between the undersigned parties with respect to Apartment \_\_\_\_\_ (suite) at \_\_\_\_\_ (address), \_\_\_\_\_ (state), Massachusetts.

1. As permitted by Chapter 186, Section 22 of the Massachusetts General Laws (the "Act"), Landlord has installed submetering equipment to measure the quantity of water provided for the exclusive use of each dwelling unit and for the hallways and other common areas of the Building. In addition, all showerheads, faucets and water closets in the Premises qualify as "Water Conservation Devices" under the Act. **Attached to this Addendum is a copy of the certificate filed by Landlord pursuant to the Act with the local health board or other department charged with enforcement of the State Sanitary Code.** Tenant shall pay to Landlord as additional rent charges for water usage and sewer service allocable to the Premises in accordance with the following provisions.
2. In order to determine the amount payable by Tenant, Landlord will initially examine its most recent water or sewer bill and divide the total amount payable (including customer service charges and taxes but excluding any interest for late payment, penalty fees or other discretionary assessments or charges) by the total amount of water consumption for the entire building. The result of this calculation is referred to as the "Unit Cost". Landlord will also verify that the total amount 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 period covered by such bill (the "Billing Period"). Landlord will then multiply the amount of water consumed in the Premises during the Billing Period times the Unit Cost ("Tenant's Share").
3. Each bill sent by Landlord to Tenant pursuant to this Addendum shall set forth (1) the current and immediately preceding submeter readings for the Premises and the date of each such reading, (2) the amount of water consumed since the last reading, (3) the Unit Cost, (4) Tenant's Share, and (5) the date by which Tenant's Share is payable to Landlord. If Landlord sends such bills on a monthly basis, payment will be due fifteen days after the date the bill is mailed. If Landlord sends such bills at intervals greater than one month, payment will be due thirty days after the date the bill is mailed. If Tenant fails to pay Tenant's Share when due, such nonpayment shall be deemed a material breach of the Lease or other occupancy agreement between Landlord and Tenant. Such breach may be cured by payment of Tenant's Share in full prior to any court hearing with respect to such breach. Bills may be issued on Landlord's behalf by an outside submetering service manager.
4. If the term of Tenant's Lease or other occupancy agreement commences after the beginning but before the end of the Billing Period then in progress, Landlord shall mail to Tenant on the first day of such term the submeter reading for the Premises as of that day. Landlord may thereafter bill Tenant only on the basis of water measured on the submeter subsequent to such reading.
5. If the term of Tenant's Lease or other occupancy agreement terminates after the beginning but before the end of the Billing Period then in progress, Landlord shall give to Tenant on the last day of such term a final submeter reading for the Premises as of that day together with a final bill setting forth Tenant's Share on the basis of the Unit Cost calculated by reference to the last bill issued to Landlord. If Landlord is unable to give a final submeter reading and bill to Tenant on the last day of such term, Landlord shall do so by mail no later than the day thereafter. The amount so billed by Landlord shall be immediately due and payable by Tenant or may be deducted by Landlord from any security deposit paid by Tenant prior to returning the balance of the deposit, if any, to Tenant. If it is later determined that a lower Unit Cost was actually in effect during the period covered by Landlord's final bill, Landlord shall forthwith recalculate the amount due and mail to Tenant a revised bill together with a rebate for any overpayment.

6. Except as set forth in Paragraph 8, Landlord shall not charge or recover, nor shall Tenant otherwise be obligated to pay, any additional servicing, administrative, establishment, meter-reading, meter-testing, billing or submetering fee or other fee related to the submetering of water usage or sewer service.

7. Landlord shall respond in a timely manner to any request by Tenant for the repair of any leak or other defect or malfunction in the water supply or sewer system servicing the Premises (including all Water Conservation Devices and submeters). Landlord shall be obligated to maintain such system in good working order in accordance with the provisions of the State Sanitary Code. Tenant shall have all rights and remedies provided by law for any overcharges under this Addendum or any violations of such Code.

8. Within the time allowed for paying any bill issued by Landlord in accordance with the provisions of this Addendum, Tenant may request that a person or firm with expertise in the installation and operation of water submeters and having no financial or other relationship with Landlord test the submeter servicing the Premises in order to determine whether such submeter is accurately measuring the water being used in the Premises. If, following such test, the submeter servicing the Premises is found to be measuring more water than is being used in the Premises, Landlord shall install a new submeter at Landlord's expense and also pay for the cost of such test. In addition, the person or firm conducting such test is required by the Act to determine as accurately as possible the amount of water which was improperly measured by such submeter in both the prior and current Billing Periods. Landlord shall calculate the amount by which Tenant was overcharged for the prior Billing Period and reduce the bill by such amount or, if such bill has already been paid, give Tenant a rebate in such amount. Landlord shall likewise adjust the bill to be issued to Tenant for the current Billing Period. If, following any test conducted pursuant to this Paragraph, the submeter servicing the Premises is found to be measuring no more water than is being used in the Premises, Tenant shall pay for the cost of such test or Landlord may add such cost to the next bill issued to Tenant pursuant to this Addendum.

9. In the event of a repair of a leak in the water supply system servicing the Premises, Landlord shall, after reviewing the billing records for the Premises and consulting with the licensed plumber repairing the leak, determine as accurately as possible what portion of the water usage measured by the submeter servicing the Premises resulted from such leak. Tenant shall be entitled to a credit in the amount by which Tenant's Share for the Billing Period in which the leak occurred exceeded the amount which would have been payable in the absence of such leak. No such credit shall be available, however, with respect to any period during which Tenant knew or should have known about the leak but failed to notify Landlord thereof.

**WITNESS the execution hereof under seal this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.**

\_\_\_\_\_  
(Landlord)

\_\_\_\_\_  
(Tenant)

\_\_\_\_\_  
(Landlord)

\_\_\_\_\_  
(Tenant)