

**STANDARD RATES, FEES, AND RULES
OF THE
CHESAPEAKE RANCH WATER COMPANY**



SEPTEMBER 26, 2024

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**STANDARD RATES, FEES, AND RULES
OF THE
CHESAPEAKE RANCH WATER COMPANY¹**

1.0 STANDARD RATES

1.1 Monthly Commercial Meter Rates² (effective July 1, 2021)

5/8-in. to 3/4-in. meter.....	\$25.00
1-in. meter.....	\$30.00
1-1/2-in. meter.....	\$35.00
2-in. meter.....	\$37.00
Over 2-in. meter.....	Negotiated

1.2 Monthly Commercial Water Rates per Thousand Gallons Used³ (effective July 1, 2021)

0 to 10,000 gallons.....	\$4.00
10,001 to 15,000 gallons.....	\$4.25
15,001 to 25,000 gallons.....	\$4.75
Over 25,000 gallons.....	\$5.00

1.3 Monthly Residential Rates per Thousand Gallons Used (effective Sept. 1, 2022)

0 to 1,000 gallons.....	No charge
1,001 to 2,000 gallons.....	\$3.75
2,001 to 3,000 gallons.....	\$4.50
3,001 to 4,000 gallons.....	\$5.00
4,001 to 5,000 gallons.....	\$5.25
5,001 to 10,000 gallons.....	\$5.50
Over 10,000 gallons.....	\$5.50

1.4 Monthly Condominium Rates per Thousand Gallons Used (effective July 1, 2021)⁴

0 to 12,000 gallons.....	No charge
12,001 to 24,000 gallons.....	\$3.50
24,001 to 36,000 gallons.....	\$4.25
Over 36,000 gallons.....	\$5.00

1.5 Special Commercial Bulk Rates⁵

Per every 1,000 gallons.....	\$7.00
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¹Referred to hereafter as the "Company."

²Based on meter size (service-line size).

³Industrial water use (consumed in manufacturing) would be delivered by contract and based on availability and demand.

⁴These are the Carmel Condominiums, consisting of 12 living units and one laundry unit, for a total of 13 units; a single meter services the 13 units, so rates represent water use for all 13 units combined. Each of the 12 unit owners retains their rights as Company subscribers.

⁵Special commercial bulk sale of water to outside contractors (well drillers, hydro-seeders, etc.) may be granted at the discretion of the Company Board of Directors and Management. Water must be supplied through a metered-hydrant connection equipped with an approved backflow-preventing device.

2.0 FEES

2.1 Monthly Basic-Service Fee⁶

Residential subscribers.....\$23.00
Condominium subscribers.....\$260.00⁷

2.2 Late Payment Fee

All subscribers.....24% per annum

2.3 Return Check Fee

All subscribers.....\$40.00 (plus any bank charges)

2.4 Service Fees

2.4.1 *Disconnect or Reconnect Water Service for Nonpayment*

All subscribers.....\$40.00 per trip

2.4.2 *Temporary Disconnect or Reconnect Water Service During Regular Business Hours*

All subscribers.....\$20.00 per trip

2.4.3 *Temporary Disconnect or Reconnect Water Service After Regular Business Hours*

All subscribers.....\$50.00 per trip.

2.4.4 *Seasonal Disconnect or Reconnect Water Service*

All subscribers.....\$20.00 per trip

2.4 Subscription Transfer Fee

All subscribers.....\$50.00

2.5 Certified Letter-Handling Fee

All subscribers.....\$1.00 (plus certified-letter postage cost)

2.6 Meter Calibration Test Fee⁸

All subscribers.....\$50.00

2.7 Water-Rights Subscription Fees (New Connections) (effective July 1, 2014)

2.7.1 *Residential*.....\$5,000.00

2.7.2 *Commercial/Industrial*.....\$6,000.00

2.7.3 *Government/Community Facilities*.....\$3,000.00

⁶The monthly basic-service fee is applied to every residential and condominium account.

⁷Thirteen condominium units x \$20.00 per unit = \$260.00.

⁸Subscribers may request that the Company check the accuracy of their water meters by completing a form provided by the Company and paying a \$50.00 deposit. If an independent testing agency finds the meter to be accurate within the manufacturer's tolerances, the \$50.00 deposit will be forfeited as a service fee; if the meter proves to be inaccurate, the \$50.00 deposit will be refunded and the water bill will be adjusted back three months prior to the meter changeout by the percentage of error recorded by the agency.

2.8 Tap Fees

Tap fees cover the infrastructure costs associated with constructing the water-service system. Except for single-family dwellings, for which there are no tap fees, tap fees are determined by the actual cost of constructing the water service for an applicant. Tap fees are calculated and payable when submitting an application for a subscription. If the function or scope of the property is altered in such a way that water demand is increased after the subscription and tap fees are paid, the Company⁹ may recalculate tap fees and charge the applicant accordingly.

3.0 RULES

3.1 Subscriptions

3.1.1 A water-rights subscription fee¹⁰ shall be charged for each lot on which there is a building, or the construction of a building is planned, and which is/will be connected to the Company's water service.

3.1.2 A water subscription must be recorded and executed on the Company books as held on a specific property within the area of service. The subscription may be transferred from one property to another, or from one owner to another; however, once a connection is made to a property, the subscription is no longer transferable except by transfer of the property title.

3.1.3 Multiple-residence properties, such as condominiums or apartment buildings, served by a master meter and built after December 31, 2004, shall have a single subscription subject to the scheduled tap fees.

3.2 Applications for Water Service

3.2.1 Applications for water service must be made in writing on forms provided by the Company and made in the name of the property owner, including but not limited, to requests for: water subscriptions, water connections, right-of-way easements, and inspection certifications.

3.2.2 No application for water service shall be approved by the Company until all arrears and charges due by the applicant at any premises now or heretofore owned or occupied by that applicant and serviced by the Company, are paid or satisfactory arrangements made in regard thereto.

3.2.3 Service installations shall be approved subject to the feasibility of providing service. When the cost of providing service due to distance, physical obstruction, or easement, or other conditions is not feasible, the applicant may be required to pay the extra cost of construction.

3.2.4 When an applicant has applied for a new service or reinstatement of an existing service, it is assumed that the pipes and fixtures that the water service will supply are in condition to receive the service. Therefore, the Company will not be liable for any accident, breaks, or water losses arising from the supply of water, failure of the water supply due to the freezing of water pipes or fixtures of the applicant, or any damage to the property that may result from the use or non-use of the water supply on the premises.

3.3 Service Connections

3.3.1 The service connection from the main to the property line shall be installed by the

⁹In this document, the term "Company" refers to the Chesapeake Ranch Water Company.

¹⁰The funds paid by a subscriber to become a member of the Company and receive its services.

Company or by a general plumbing contractor approved by the Company. The Company shall furnish and install the following equipment for the service connection: corporation stop, service pipe to the property line, meter equipment, valve, and box.

3.3.2 Title to all service-connection equipment from the main to the property line, including the meter, meter installations, interior meters, and back-flow preventers are to be vested in, and the same shall at all times remain the sole property of, the Company and shall not be trespassed upon or interfered with in any manner. The Company shall maintain this equipment, and the Company may remove or modify this equipment at any time at its discretion.

3.3.3 All service pipes to premises shall have a minimum cover of at least forty-two (42) inches, and all service pipes shall not be less in size than three-fourths (3/4) inch inside diameter.

3.3.4 Curb stops and meter valves shall not be used by subscribers or their agents for turning on or shutting off the water supply; curb stops are for the exclusive use of the Company.

3.3.5 The service pipe from the property line to the building shall be installed at the expense of the owner of the building.

3.3.6 Service lines shall be installed in accordance with State and local plumbing codes.

3.3.7 The Company shall not be responsible for maintaining, or damage done by water escaping from, the service pipe or other pipe or fixture on the outlet side of the curb valve or meter box, and the subscriber shall comply with State and local regulations in reference thereto, and shall make any changes thereon required because of change of grade, relocation of mains, or other conditions.

3.4 Bill Payments

3.4.1 Bills for water service are due and payable as specified in the monthly water bill.

3.4.2 If payment in full of residential or commercial accounts is not received within thirty (30) days after the bill is due, the Company shall assess a service charge of twenty-four (24) percent per annum of the cumulative unpaid balance, calculated monthly, until the account is paid in full. If payment in full is not received by the Company within sixty (60) days after the bill is due, the Company shall send the subscriber a written notice that it shall discontinue water service to the premises served by that account when the bill is ninety (90) days overdue. When the bill is ninety (90) days overdue, the Company shall discontinue water service to the premises served by that account.

3.4.3 The presentation or non-presentation of a bill shall not be held to be a waiver of any of the rules specified in this section.

3.5 Discontinuing Service

3.5.1 Service may be discontinued for any of the following reasons:

3.5.1.1 Misrepresenting information on an application.

3.5.1.2 Failure to comply with restrictions on consumption imposed by any lawful authority.

3.5.1.3 Damaging, tampering, removing, inspecting, altering, or vandalizing Company or Company-controlled property.

3.5.1.4 Non-payment of residential or commercial water-service bills 90 days after bill is due.

3.5.1.5 Cross-connecting Company-owned main or service lines with another water-supply source or potential source of contamination.

3.5.1.6 Refusing to permit Company personnel reasonable access to property.

3.5.2 When water service is discontinued for any of these reasons, or for any other violation of the Company's rules, the subscriber must pay a disconnection fee; to restore water service after disconnection, the subscriber must pay a reconnection fee. Past-due and current balances must be paid in full before water service is restored.

3.6 General

3.6.1 No water shall be furnished to any premises when any possibility exists of the mingling of water furnished by the Company with water from any other source. The Company shall not permit its main or service lines to be connected in any way to any piping, tank, vat, or other apparatus containing liquids, chemicals, or any other matter that may flow back into the Company's pipes or mains and endanger the water supply.

3.6.2 Subscribers shall not permit anyone¹¹ to damage, tamper with, remove, inspect, alter, or vandalize a meter or other Company property or Company-controlled property on their premises; such actions may result in the Company charging the party/parties responsible for these actions and/or the subscriber for any repair or replacement costs associated with these actions, and/or prosecution under the Maryland Criminal Code, Section 6-305. Subscribers shall notify the Company of any such actions as soon as they know of them.

3.6.3 The authorized agents of the Company shall have the right of access to the premises supplied by it with water at all reasonable hours for the purpose of reading meters, examining fixtures and pipes, observing the manner of using water, and for other purposes that are proper and necessary in the conduct of the Company's business.

3.6.4 The Company reserves the right to impose reasonable restrictions on the use of water during periods of reduced supply or other events that impair subscribers' normal service.

3.6.5 For main breaks, emergencies, and similar events, the Company shall have the right to temporarily interrupt the water supply to make necessary repairs; however, the Company shall use all reasonable and practicable means to notify subscribers in advance of such an interruption. The Company shall not be held liable for any damage or inconvenience experienced by the subscriber for the interruption, including lessening the water supply, inadequate pressure, quality of water, or any consequences beyond its control.

3.6.6 Subscribers having boilers on their premises that rely on the pressure of the water in the Company's pipes to keep them supplied are cautioned against the danger of collapse; such damage must be borne exclusively by the subscriber.

3.6.7 The Company shall have the right to reserve a sufficient supply of water to provide for fire or other emergencies, and may restrict or regulate the quantity of water used by subscribers in such emergencies, or whenever the public welfare may require it, should there be a shortage of water in the reserve supply.

3.6.8 Water from Company fire hydrants or other fire-protection systems shall be used only in

¹¹Except an agent of the Company or someone lawfully authorized to do so, who may tamper with, remove, inspect, or alter a meter or other Company property or Company-controlled property on the premises.

case of fire and to test the hydrants and fire-fighting apparatus. Hydrant testing must be conducted by authorized agents or employees of the Company or a regularly established Fire Department; Fire Departments must obtain the Company's consent for such testing. No pumps are permitted to connect with water pipes so as to draw directly from the main or service pipes, except for the purposes specified above, without authorization from the Company.

3.6.9 Only authorized employees and agents of the Company, Fire Departments, and other party/parties authorized by the Company may open or close Company-owned fire hydrants or plugs. Any party who opens or closes a Company-owned fire hydrant or plug without authorization by the Company may be charged up to \$5,000 by the Company for the water used and additional charges to repair/replace the hydrant or plug, and/or prosecuted under the Maryland Criminal Code, Section 6-305.

3.6.10 No agent or employee of the Company shall have the right or authority to bind the Company by any promise, agreement, or representation contrary to the provisions of these rules.

3.6.11 Service to contractors for building-construction purposes, or other temporary subscribers, shall be performed in accordance with the rates and rules specified herein, but such subscribers shall pay the entire cost of installation and removal of all pipe connections, the regular rates and fees for water service, and a deposit to cover these rates and fees.

3.6.12 Subscribers shall not erect or construct any building or other structure, plant trees, dig an excavation, pave, or diminish or substantially add to the ground cover over the Company's water lines and associated appurtenances and fixtures, except when authorized to do so in writing by the Company.