

Clean Version

**MARYLAND AMERICAN WATER COMPANY
BEL AIR AND SEVERN, MARYLAND**

**Rates and Rules Governing the Distribution and
Sale of Water in Bel Air, Severn, and
Other Territory Adjacent Thereto**

This tariff makes changes to existing rates, deletes obsolete pages, renames certain fees, creates a 1.5% late-payment charge on past-due balances, and standardizes return checks fees among Bel Air and Severn districts (see Page No. 2).

Issued: August 1, 2025

Effective:

By: Laura Runkle
President

CHECK SHEET

Sheets 1 through 6 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>
1	Nineteenth
1.1	Tenth
2	Nineteenth
3	Eighteenth
3.1	First
3.1.a	Original
3(a)	Fifth
3(a)(1)	First
3(a)(2)	First
3(a)(3)	First
3(b)	Fifth
3(c)	Third
3(d)	Fifth
4	Seventeenth
5	Sixteenth
6	Second

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LIST OF CHANGES MADE BY THIS TARIFF FILING

Bel Air

This tariff provides an overall increase in operating revenues to Bel Air of 16% in Year 1 and 14% in Year 2 (beginning January 1, 2027) and adjusts the tariffed rates accordingly, as provided within the tariff. The volumetric capacity and usage charges.

Terms of Payments has been revised to reflect bills will be rendered monthly and to add a 1.5% Penalty if bills are not paid timely.

Severn

This tariff provides an overall increase in operating revenues to Severn of 8.5% and adjusts the tariffed rates accordingly, as provided within the tariff.

The Terms of Payment stating service may be discontinued after 5 days has been changed to 10 days written notice.

Bel Air and Severn

All billing has been changed to monthly.

Terminology has been changed. Reconnection/Turn Off has been changed to Turn-On Fee. New Service Activation has been deleted.

The Surcharge to Recover Future Property Tax Expenses for Bel Air Impoundment Project has been deleted and replaced with Credit to Refund Excess Accumulated Deferred Income Tax.

The Availability of Public Fire Protection Service has been revised to incorporate Severn.

Pages 8 – 33, Public Service Commission of Maryland Regulations Governing Service Supplied by Water Companies, has been deleted.

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METERED WATER SERVICE

AVAILABILITY

This rate is available for service rendered within the Bel Air service territory of the Maryland-American Water Company. Rates are applicable for all domestic (residential), commercial, other public authority and industrial rate classifications, except fire protection, subject to the Rules and Regulations of the Company.

RATE

CAPACITY CHARGE

Rate Per
100 Gal.

All Capacity	Year 1	\$1.32114
	Year 2	\$1.54981

USAGE CHARGE

Rate Per
100 Gal.

All Usage	Year 1	\$.11029
	Year 2	\$.12938

BASE CHARGE

Years 1 & 2

Monthly Bills
Base Charge

5/8"	\$ <u>11.30</u>
3/4"	<u>14.75</u>
1"	<u>21.65</u>
1-1/2"	<u>38.91</u>
2"	<u>59.62</u>
3"	<u>107.94</u>
4"	<u>176.97</u>
6"	<u>349.54</u>
8"	<u>556.64</u>

TERMS OF PAYMENT

Bills will be rendered monthly and are payable on presentation. If the bill is not paid within twenty [20] days after the billing date, a 1.5% penalty will be added to the bill. Service may be discontinued after ten [10] days' written notice.

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President

FLAT RATE WATER SERVICE

AVAILABILITY

This rate is available for residential and commercial service rendered within the Severn service territory of the Maryland-American Water Company.

FLAT RATE PER MONTH \$18.72_per dwelling unit. -

TERMS OF PAYMENT

Bills will be rendered monthly and are payable on presentation. If the bill is not paid within twenty [20] days after the billing date, a 1.5% penalty will be added to the bill. Service may be discontinued after ten [10] days written notice.

SYSTEM CONNECTION CHARGES

Single Family Residence	\$1,000.00
Mobile Home or Trailer (per Unit)	\$300.00
Multifamily Dwelling (for the first Unit)	\$500.00
(For each additional Unit)	\$300.00

DEFINITIONS OF LEAKS IN ROADWAYS

(Condominium Owners and Homeowners are responsible for repairs of house connections)

MAJOR LEAK - A major water leak is one that results in the continual decline of water system pressure and the inability of the Company to maintain adequate water pressure throughout the water system, thereby, hindering the Company's ability to provide water service to its customers, provide fire suppression and possibly resulting in damage to the Company's equipment. A major water leak is also defined as one which does not result in the continual decline of water system pressure, but creates an erosive flow of water of such a magnitude that destruction to the surrounding area is imminent resulting in the creation of a hazardous situation to the general public such as the collapse of roadways, formation of major sinkholes, undermining of building foundations and further destruction to other components of the Company's water system infrastructure.

MINOR LEAK - Any other visually detectable leak besides the Major Leak defined above is deemed a Minor Leak and such that if leak is left un-remediated, it will result in a wastage of water.

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President

COMPENSATION FOR REPAIRS

For Major Leaks, the Company may make repairs of condominium association (“COA”) and or homeowners’ association (“HOA”) customer owned facilities on an as needed basis to maintain system integrity in the case of a Major Leak or in case of an emergency.

Prior to commencing any repair, the Company will notify the COA and or HOA representatives in order to allow them to make immediate repairs to the system. Should the COA and/or HOA not move forward with immediate repair to the system, the Company will make the requisite repair. The applicable COA and/or HOA will be invoiced for the repair. The Company will allow the customer COA and/or HOA to reimburse the Company for the repairs over a period no longer than one year. Invoices for these repairs will be forwarded to the customer COA and/or HOA, which will include the costs of the repairs plus 15% for operational and overhead expenses, A 5% monthly late fee shall be charged for non-payments.

For Minor Leaks, the Company will provide five (5) days written notice to the COA and/or HOA of the leak. The Company may elect to deny service based on COMAR 20.70.04.08A (7) should the COA or HOA not correct the Minor Leak after the written notice. Should the COA and/or HOA not correct the Minor Leak within an additional ten (10) days, the Company may correct the Minor Leak and shall be reimbursed based on the above described compensation tariff policy for Major Leaks.

Issued: May 17, 2024

Effective: November 19, 2024

By: Barry L. Suits

President

TURN-ON FEE

If a customer requests a turn-on for initial service or after disconnection, a turn-on fee of \$25 per dwelling unit will be charged.

The Company's regular business hours for turn-on are from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. When it is necessary to turn water back on outside of the Company's regular business hours, the charge is \$120.00, payable in advance.

RETURNED CHECK CHARGE

If a check is returned by a customer's bank for insufficient funds or any other reason, a bad check charge of \$15.00 will be imposed upon the customer, and shall be due and payable immediately. (One charge per check each time it is returned.)

SPECIAL PROVISIONS

Limited Area Sprinkler Systems

Any customer receiving metered water service through either a 1" or 2" meter may also receive through such meter a supply of water for a fire protection sprinkler system not exceeding a total of 20 sprinklers (hereinafter "Limited Area Sprinkler System"). Prior to receiving metered water service to any premises which contains a Limited Area Sprinkler System, the customer shall apply to the Company for such service on a form to be provided by the Company, and such service shall be subject to the terms set forth on the application and to all applicable rules and regulations of the Public Service Commission. All Limited Area Sprinkler Systems must be installed and maintained in accordance with all applicable health standards and building and fire codes and must include a backflow prevention device or devices approved by the Company. Applicants for service shall establish, at the time of application and to the satisfaction of the Company, that all such codes and standards have been met.

SERVICE CONNECTION

Installation of Service Connections 3/4 -inch and larger diameter... Actual cost to Company including labor, materials, and other costs including overhead and income taxes shall be paid to the Company prior to installation of the service connection.

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By: Laura Runkle
President

ADDITIONAL TERMS AND CONDITIONS

The Rules and Regulations shall constitute part of the contract with each Customer of the Company, and every such Customer shall be considered as having expressed consent to be bound by these Rules and Regulations as if they were copied and embodied in all contracts and applications for Water Service. The Company reserves the right to waive any such rule (not otherwise mandated by law, or regulation) in its sole discretion, and no such waiver shall be deemed as a waiver of such rule in regard to any other Customer or occurrence.

OWNERSHIP OF PROPERTY

- (A) Except as otherwise provided in these Rules and Regulations, all pipe, fittings, equipment, meters, or other appurtenances, except for the Customer Service Pipe, shall at all times be and remain the property of the Company, and may at any time during reasonable hours be inspected by the Company and/or removed by it for repairs or replacements, or upon the discontinuance of service.

- (B) In case of damage to the Company's property on the Customer's Premises and/or damage to the control valve installation on the service connection to the Customer, including obstruction, burying and filling thereof, the cost of repair shall be billed to and paid by the Customer.

LIABILITY OF COMPANY

- (A) 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 or intent of these Rules and Regulations.

- (B) The Company will use reasonable diligence in attempting to furnish a regular and uninterrupted supply of clean, potable water, but the Company does not guarantee uninterrupted service. The Company reserves the right, at any time and without notice, (i) to shut off or limit the flow of water in its mains, treatment, and storage facilities; (ii) to issue or request the issuance of a boil water, conservation, curtailment, restriction of use, or other notice under appropriate circumstances governed by the water quality and health regulations applicable to the Company; or (iii) otherwise to instruct customers and other water users to limit or modify their use of water to enable the Company to make repairs, improvements, and extensions, or to respond to emergency events or system conditions.

- (C) The temporary shutting off of water from any Premises for any cause, including nonpayment of bills, leaking pipes, fixtures, or a cause specified in subpart (B), above, shall not entitle the Customer to a deduction in the amount of water charges during the time of such temporary shut-off. The shutting off of water temporarily shall not cancel a contract for water supply except at the option of the Company or upon notice from the Customer.

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By: Laura Runkle
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ADDITIONAL TERMS AND CONDITIONS (cont'd)

- (D) The Company shall not in any way or under any circumstances be held liable or responsible to any person or persons for any loss or damage in any event:
- i. from any excess or deficiency in the pressure, volume, or supply of water, due to any cause whatsoever; or
 - ii. during which the supply or quality of clean, potable water fails or is interrupted, contaminated, reduced, constrained, or otherwise made unavailable, or any change in, insufficiency of, or increase in water pressure arises, in any such case by reason of an act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, failures of or injury to any water treatment plant, distribution system facilities, or other equipment or facilities of the Company, the need to conduct extraordinary repairs, or any occurrence beyond the Company's control; or that does not involve a breach of a duty of the Company, including where the Company does not receive actual notice, either written or oral, that a Company facility (located within the public right-of-way, in a sidewalk or on a Customer's property) is in need of repair, including but not limited to the condition or elevation of a curb box or valve box that is not proven to have been in that condition at the time of installation or that is caused by a plumber, developer, or other person or event; or
 - iii. that does not involve or is not directly associated with the Company's facilities, including breaks or leaks on facilities that are not owned by the Company, such as breaks, leaks, defects or condition in the customer's service pipe, customer's meter vault, pressure reducing valve, back flow control valve, internal plumbing or fixture, or due to the materials out of which those facilities are made; or
 - iv. under which an interruption in service is necessary in the Company's judgment to prevent or limit any disturbance in the water system of the Company or water systems interconnected with the Company or to ensure the safety of the public or its employees or contractors; or
 - v. in which the Company, its employees, agents, or contractors, or the employees, agents or contractors of its affiliates, provide voluntary assistance of any kind to another public utility (whether publicly or privately owned, and whether or not at the request of the utility or a governmental entity) or its customers to aid in the public utility's efforts to resume or continue public utility service or the provision of other essential services (including the provision by whatever means of potable water supplies).

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By: Laura Runkle
President

ADDITIONAL TERMS AND CONDITIONS (cont'd)

- (E) The Company assumes no responsibility for the clogging of interior house plumbing or flooding that may occur during or after interruption of service or repairs to services, meters or mains. The Company shall not be responsible for accidents or damages to appliances, resulting from the discontinuance of service for any cause, nor by reason of the breaking of any main, water pipe, fixture or appliance whether owned by the Company or Customer, and no person shall be entitled to damages nor have any portion of a payment refunded for any interruption of service. The Company will exercise every care in this matter, and in the event of the necessity of turning off water, every reasonable effort will be made to notify the Customer.
- (F) The Company shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire, or otherwise. The Company agrees to furnish such supply of water as shall then be available and not other or greater, and it shall be free and exempt from any and all claims for damages on account of any injury to property or persons by reason of fire, water, failure to supply water or pressure, or for any other cause whatsoever.
- (G) Any expense for repairs or damage caused by persons operating fire hydrants shall be paid for by such persons.
- (H) Any person operating a fire hydrant shall indemnify and save the Company harmless from any and all damage or liability, including any attorney's fees incurred by the Company resulting from such operation.
- (I) The Company's water mains and service connections are not intended to be used as electrical grounding devices for electrical circuits and devices located on Customer Premises. This method of grounding involves an element of danger. The Company will not be liable for the adequacy of this electrical grounding system and reserves the right to make any structural or material changes it so desires in the installation of the Company's water mains and water service connections without regard to the effect such changes may have on the adequacy of any electrical grounding system utilizing the owner's/Customer's service pipe and plumbing system. The Company will not be liable for the safety of any person who makes contact with the owner's/Customer's service pipe and plumbing system that is used as an electrical ground system.

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President

CROSS-CONNECTIONS

Definition:

A cross-connection is any pipe, valve or other physical connection, or other arrangement or device connecting the pipelines of the Company, or facilities directly or indirectly connected therewith, to and with pipes or fixtures by which any contamination might be admitted or drawn from lines other than the Company's into the distribution system of the Company, or into lines connected therewith.

A: In the event of any new construction, Maryland American Water Company "MAWC" requires the owner and /or Contractor to protect each water service connection with an approved backflow device/ assembly after the meter and prior to any unprotected take offs for the purpose of containment.

B: Existing premise shall receive a survey notification to be completed and returned to MAWC. MAWC will then determine the course of action based on the degree of hazards.

C: The owner and/or customer will be responsible for any fees such as installations, permits, annual testing, repairs, upgrades and /or any replacements to any backflow devices / assemblies.

D: MAWC shall have the right to terminate water service due to non-compliance of rules covering Cross-Connections.

E: Existing backflow devices / assemblies that have been approved at the time of installation shall continue in service unless the degree of hazard has superseded the present backflow device / assemblies.

F: Fire Service, Sprinkler Systems, Irrigation and By-Pass lines shall be equipped with an approved backflow device / assembly and shall provide equal amount of protection as the main device / assemblies.

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By: Laura Runkle
President

**SURCHARGE TO RECOVER FUTURE PURCHASED WATER
EXPENSES FROM HARFORD COUNTY DURING PERIODS OF
WATER RESTRICTION ON WINTER'S RUN**

APPLICABILITY

This rate is applicable to all customers of the Company whose billings are based upon metered water service.

PURCHASED WATER SURCHARGE

In addition to the charges set forth on Page Nos. 3(a) and 3(b), the Company shall charge, as a separate line item on the customer's bill, for one hundred percent (100%) of the cost of water purchased by the Company based on each customer's metered consumption. The Company has the right to impose the surcharge immediately upon imposition of flow by restrictions on Winters Run as a result of drought. The Company shall notify customers of the surcharge in the first bill delivered after the date flow by restrictions are imposed. The surcharge shall appear on the next bill with respect to the cost of water purchased in the preceding month. The calculation of the surcharge is as set forth below under Surcharge Rate. On a quarterly basis, the Company shall submit water sold and water purchased data to the Maryland Public Service Commission for the purpose of reconciling total water sold and total water purchased. Estimated costs will be reconciled with actual costs at the quarterly true-up. Under collections and over collections of purchased water costs will be charged or credited to the first bill following the P.S.C. audit of the true up. In the event that the true-up of under collected purchased water costs results in an increase in the average water bill of greater than 10%, the charges for under collected purchased water costs shall continue on subsequent billings, limited to a maximum of 10% of the average bill, until eliminated.

SURCHARGE RATE

Rate charged per 100 gallons or 100 cubic feet will be calculated using the following formula:

$$\frac{(A \times (B-C))}{D} = E$$

- A 100 Gallons purchased from Harford County
- B Cost per 100 gallons of water purchased from Harford County
- C Production cost per 100 gallons embedded in general water service tariff
- D Budgeted one month water sales
- E Purchased Water Surcharge

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President

CREDIT TO REFUND EXCESS ACCUMULATED DEFERRED INCOME TAXES

APPLICABILITY:

This rate is applicable to all domestic (residential), commercial, other public authority, and industrial rate classifications, and fire protection customers of the Company.

EADIT CREDIT:

This credit refunds to customers the Protected Amortization of the 2019 – 2024 period and the Unprotected Balance of the Excess Accumulated Deferred Income Taxes (EADIT) resulting from the Tax Cuts and Jobs Act of 2017. The Company will refund \$222,573 over a one year period to customers.

CREDIT RATE:

For Residential, Commercial, Other Public Authority, and Industrial Classifications in Bel Air:

	<u>Bel Air Monthly</u>	
	<u>Credit</u>	
5/8"	\$ 2.62	
3/4"	3.42	
1"	5.03	
1-1/2"	9.03	
2"	13.84	
3"	25.05	
4"	41.08	
6"	81.13	
8"	129.20	
	Private Fire Service	Public Fire Service
4"	\$ 2.076	
6"	\$10.53	
8"	\$14.066	
Per Hydrant		\$0.585

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President

PRIVATE FIRE PROTECTION

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AVAILABILITY

This rate is available for Private Fire Protection Service, subject to the Rules and Regulations of the Company. The rates providing for this type of service shall be available only for service connections used exclusively in the extinguishment of fires. If water is used for any other purpose, then the schedule of metered rates shall apply to such consumption in addition to the fire line service charge provided for herein.

<u>RATE</u>	<u>Monthly</u>
For each 4" connection, or less,	\$ 55.87
For each 6" connection	\$283.40
For each 8" connection	\$378.60

TERMS OF PAYMENT

Bills will be rendered monthly in advance and are due and payable upon presentation, and if not paid within twenty [20] days of the billing date, service may be discontinued after ten [10] days written notice.

LIMITATION OF LIABILITY

The water provided to the Customer for Private Fire Service during times of fire on the Premises shall be such supply as is available from the Company's distribution main and from no other or greater supply. The Company shall not be considered, in any manner, an insurer of property or persons, or to have undertaken to extinguish fires, or to protect any persons or property against loss or damage by fire, or otherwise, and it shall be free and exempt from any and all claims for damages on account of any injury to property or persons by reason of fire, water, failure to supply water or pressure, or for any other cause whatsoever.

SPECIAL PROVISIONS

All water shall be used for fire purposes only.

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By: Laura Runkle
President

PUBLIC FIRE PROTECTION SERVICE

AVAILABILITY

This rate is available to any political subdivision for service rendered within the service limits of The Maryland-American Water Company.

RATE

For each public fire hydrant-	<u>Monthly</u> \$15.52
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TERMS OF PAYMENT

Bills will be rendered monthly. Bills are due and payable upon presentation, and if not paid within twenty (20) days of the mailing date service may be discontinued after ten (10) days written notice.

SPECIAL PROVISION

Hydrants will be installed by the Company on locations selected by the appropriate municipal or county officials. The cost of any change in location after the hydrant has been installed shall be paid by the municipality or county, as applicable.

LIMITATION OF LIABILITY

The water provided for Public Fire Service shall be such supply as is available from the Company's distribution system and from no other or greater supply. The Company shall not be considered, in any manner, an insurer of property or persons, or to have undertaken to extinguish fires, or to protect any persons or property against loss or damage by fire, or otherwise, and it shall be free and exempt from any and all claims for damages on account of any injury to property or persons by reason of fire, water, failure to supply water or pressure, or for any other cause whatsoever.

Any expense for repairs or damage caused by persons operating fire hydrants shall be paid for by such persons.

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By: Laura Runkle
President

Any person operating a fire hydrant shall indemnify and save the Company harmless from any and all damage or liability, including any attorney's fees incurred by the Company resulting from such operation.

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By: Laura Runkle
President

MAIN EXTENSIONS

Extensions to New Subdivisions and other Developments.

Applicants for main extensions shall have the following options:

1. No refund Option. Under this option the applicant will be required to advance the estimated cost of the project to the company; the Company will pay the federal and state income taxes incurred by the advance; and no refund will be made to applicant of any portion of the advance; or

2. Refund Option. If the applicant believes that there will be sufficient customers attaching to the extension to warrant electing the refund option, it will be required to advance to the Company the estimated cost of the project and the federal and state income taxes incurred by the advance. The applicant will receive refunds of the total advance made for a ten year period or until the total advance has been recaptured, whichever is sooner.

Contributions in Aid of Construction

Applicants who make contributions in aid of construction to the Company will be required to make such contributions under the No Refund Option set forth above.

Issued: Effective:

3/26/87

By: E. W. Limbach, President

E. W. Limbach, atty

MAR 27 1987

PUBLIC SERVICE COM'N
OF MARYLAND

MAIN EXTENSIONS

Extensions to New Subdivisions and other Developments.

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Issued: Effective:

3/26/87

By: E. W. Limbach, President

E. W. Limbach, atty

MAR 27 1987

PUBLIC SERVICE COM'N
OF MARYLAND

The Regulations of the Public Service Commission as set forth in the Code of Maryland Regulations, COMAR, Vol. XIX, Title 20, Subtitle 70, sections 20.70.01 to 20.70.08, incl., and Subtitle 73, sections 20.73.01 to 20.73.05, incl., are adopted by the Company and incorporated by reference as though fully set forth herein, with the following exceptions:

COMAR, Vol. XIX, Sections 20.70.02.10 L, M and N are modified under COMAR XIX, 20.70.01.- 02 C to the extent necessary to provide for the No Refund and Refund Options for Extensions to New Subdivisions and Other New Developments and the No Refund Option for Contributions in Aid of Construction set forth on page 6 of this tariff.

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Effective: 3/26/87

By: E. W. Limbach, President

3/26/87

W. B. Reppert, atty

FILED

MAR 27, 1987

PUBLIC SERVICE COMN
Of MARYLAND

