MASTER WATER METER AGREEMENT

THIS MASTER WATER METER AGREEMENT (the "Agreement"), is made this _____ day of _____, 20__, between _____ ("Master Meter Lot Owner"), and Anne Arundel County, Maryland, a body politic of the State of Maryland ("County").

WHEREAS, the County needs a reliable method to measure water provided through the County water system to real properties within the County; and

WHEREAS, in accordance with the County's normal procedures for connections to the County's water system, the County installs a water meter on each parcel or lot of real property with a separate tax account number, and operates and maintains those meters connecting to the County infrastructure; and

WHEREAS, the County has agreed to vary its normal procedures for the installation of water meters to approve the installation of a County-owned master water meter ("Master Water Meter") on real property owned by the Master Meter Lot Owner, which is one lot with a single tax account number, through which water service will be provided to other parcels or lots with separate tax account numbers that are adjacent to or related to the Master Meter Lot (as defined below); and

WHEREAS, the Master Meter Lot Owner is the owner of the real property known as _____; and

WHEREAS, it is in the best interest of the citizens of the County that a single Master Water Meter be approved to serve the Master Meter Lot and the Other Lots as described in this Agreement;

NOW THEREFORE, WITNESSETH, that in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Whereas Clauses. The Whereas clauses are incorporated into this Agreement.

2. Definitions; Exhibits.

(a) "Master Meter Lot" means the lot which is described in paragraph 3, and upon which a Master Water Meter will be installed in accordance with this Agreement and through which water service will be provided to the Other Lots.

(b) "Master Meter Lot Owner" is the fee simple owner of the real property upon which the Master Water Meter will be placed.

(c) "Master Water Meter" means the single master water meter owned by the County, to be installed and maintained on the Master Meter Lot, which will provide and serve the Other Lots with water service.

(d) "Other Lots" or "Other Lot Owners" are the lots and owners of property that are not the Master Meter Lot that will be provided water through the Master Water Meter, the specific properties which are described in paragraph 4.

(e) "Sub-meters" are water meters placed, at the option and discretion of the Master Meter Lot Owner, to measure water usage by Other Lot Owners.

(f) "Water Line" means the water distribution line to provide water from the County's source of water to the water connections at the property lines of the development as shown on Exhibit B, which is attached hereto and made a part hereof.

(g) "Critical Customers" means a use on a property with a critical need for water where a continuous supply of potable water is necessary in order to maintain life and/or public health or safety, including life support systems, kidney dialysis facilities, extended care facilities and nursing homes, hospitals and surgical centers. "Critical customer" includes a use on a property for which a continuous supply of potable water is necessary to avoid severe national security impact if a lack of water supply were to extend for longer than 24 hours.

3. Master Meter Lot. The Master Meter Lot Owner is the owner of the Master Meter Lot, which is real property known as _____, which bears the tax account number _____. The Master Meter Lot will be the lot upon which the master meter will be placed and installed in accordance with this Agreement and Public Works Agreement Number ____, which will be signed contemporaneously herewith.

4. Other Lots. Water service will be provided through the Master Water Meter to following lots owned by the Other Lot Owners: **[LIST ALL PROPERTIES – addresses and tax account numbers].**

5. Master Meter Lot Owner Responsibilities. By entry into this Agreement, the Master Meter Lot Owner agrees to bear all responsibility for the charges related to water usage (and wastewater, if the properties are connected to the County's wastewater system) measured through Master Water Meter. It shall be the sole responsibility of the Master Meter Lot Owner to notify the Other Lot Owners of the terms of this Agreement, and to collect payment from the Other Lot Owners. The County shall not be a party to any agreements between the Master Meter Lot Owner and the Other Lot Owners regarding such topics including, but not limited to, notice, billing, and payment of water or wastewater usage charges.

6. Billing for Usage. The County will read the Master Water Meter in accordance with its policies and procedures and issue a single bill for water usage to the Master Meter Lot Owner in accordance with the County Code (as amended), and the billing shall include charges for wastewater usage if the properties are connected to the County's wastewater system. The County

shall not bill any of the Other Lot Owners other than the Master Meter Lot Owner for water usage (or for wastewater usage, as applicable). Payment to the County shall be the sole responsibility of the Master Meter Lot Owner. The County shall not be involved with regard to any disputes between the Master Meter Lot Owner and the Other Lot Owners related to the Master Water Meter or arising with regard to notice, billing, or payment for water or wastewater usage.

7. Installation of Sub-meters. The installation of Sub-meters is at the choice, discretion, and sole cost and expense of the Master Meter Lot Owner. If Sub-meters are installed, the Master Meter Lot Owner covenants to maintain the Sub-meter(s) which measures water usage from its property in good working condition at all times at the Master Meter Lot Owner's sole cost and expense. The County shall not be required to read the Sub-meters, as any such meter is for the sole convenience of the Master Meter Lot Owners and Other Lot Owners.

8. Nonpayment. In the event of nonpayment of any water usage bills (and wastewater, where applicable) by the due dates therein, late fees and penalties shall be assessed to the Master Meter Lot Owner in accordance the County Code (as amended); water service to the Master Water Meter may be turned off in accordance with § 13-5-810 of the County Code (as amended); and collection shall occur in accordance with §1-8-101 of the County Code (as amended); and nonpayment may cause the Master Meter Lot to be sold at tax sale.

9. Successors and Assigns; Recordation. This Agreement shall run with the Master Meter Lot herein described and shall be binding upon the Master Meter Lot Owner and its successors and assigns. This Agreement shall be recorded in the Land Records for the County.

10. Maintenance and Costs.

(a) Following completion of construction of the Water Line and installation of the Master Water Meter, the Master Meter Lot Owner shall be solely responsible for the water (and wastewater, where applicable) usage charges generated by the Master Water Meter, regardless of the location of the usage of that water service;

(b) The County has no responsibility for maintenance or repair or replacement of any infrastructure located after the point of the Master Water Meter, including Water Lines connecting the Master Water Meter to structures located on the property or any other Master Meter Lot or the Other Lots, including any Sub-meters; and

(c) The Master Meter Lot Owner agrees to undertake all operating and maintenance responsibility and liability for any Sub-meters it chooses to install for the Other Lots at a point on any lot located after the Master Water Meter.

11. Indemnification. The Master Meter Lot Owner and its successors and assigns shall indemnify and hold harmless Anne Arundel County from any losses or damages, including court costs and reasonable attorney's fees, arising in any way in connection with the Master Water Meter.

12. Limitation. Critical customers are not permitted to be located on any lots subject to this shared agreement and will be required to establish a separate metered connection.

13. Miscellaneous.

(a) Notice. Any notices made pertaining to this Agreement shall be made, by First Class United States mail, to the parties at the addresses listed below. Each party shall notify the other in the event of any change in the notice address.

If to the Master Meter Lot Owner:

_____
_____
_____
_____

If to the County:

Director
Department of Public Works
2662 Riva Road
Annapolis, MD 21401

(b) The terms, conditions and provisions of this Agreement shall be in addition to and not in limitation to the terms, conditions and provisions of any other documents, instruments or agreements executed by the Master Meter Lot Owner and the Other Lot Owners affecting the Other Lots.

(c) This Agreement shall be construed and interpreted in accordance with the laws of the State of Maryland. The parties agree that any cause arising thereunder shall be subject to the jurisdiction and venue of the Circuit Court for Anne Arundel County, Maryland.

(d) This Agreement may be executed in separate counterparts.

(e) If any provision of this Agreement or application of a provision is held invalid by a court of law for any reason or reasons, such invalidity shall not affect the other provisions or the applications thereof which can be given effect without the invalid provision or application. To this end, all of the provisions of this Agreement are deemed to be severable, each from the other.

(f) This Agreement contains the full and final Agreement between the parties and no other matter of variation therefrom, unless in writing, duly executed by the parties hereto, shall be considered as part of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date and year written above.

WITNESS: [NAME]

_____ By: _____(SEAL)

WITNESS: ANNE ARUNDEL COUNTY, MARYLAND

_____ By: _____(SEAL)
Christine Anderson
Chief Administrative Officer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____ _____
Office of Law Date

APPROVED BY THE DEPARTMENT
OF PUBLIC WORKS:

_____ _____
DPW Director Date

APPROVED BY THE DEPARTMENT
OF INSPECTION & PERMITS:

_____ _____
I&P Director Date

EXHIBIT A

Reduced Copy of Plats

EXHIBIT B

Drawing Depicting Water Line