

GREENVILLE UTILITIES COMMISSION

WATER RATE SCHEDULE W-3

INTERRUPTIBLE SERVICE

I. APPLICABILITY

This rate schedule is applicable, by written contract, to municipal or other public water systems for Interruptible Water Supply service, provided the Customer shall maintain in usable condition, groundwater supply wells as an alternate water supply. The Customer must interrupt his use of water supplies from the Greenville Utilities Commission upon verbal notice from the Commission and upon such interruption shall refrain from increasing or resuming his use of such water supplies until permitted to do so by the Commission. This rate schedule shall only be available to Customers for the wholesale purchase of water intended for resale.

II. CHARACTER OF SERVICE

Deliveries under this rate schedule shall be through points of delivery established by mutual agreement, with all such points being subject to curtailment or interruption.

III. MONTHLY CHARGE

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|----------------------------|--|
| A. Basic Facilities Charge | To be determined for each individual interconnection based on meter size |
| B. Commodity Charge:       | Negotiated   |

IV. MINIMUM MONTHLY CHARGE

There shall be no minimum monthly charge.

V. NEGOTIATED RATES & CHARGES

When Customer provides and maintains in usable condition, groundwater supply wells as an alternate supply and contracts with the Commission for interruptible water supply service, the customer's price of water will be determined by the price negotiated between the Commission and the Customer.

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VI. SPECIAL PROVISIONS

- (a) Whenever curtailment or interruption of water supplies delivered hereunder is required, the Commission shall issue a curtailment order to the Customer specifying quantity of water to be curtailed and the time at which such curtailment is to be made. When restoration of service is permissible, the Commission shall similarly issue a restoration order specifying the quantity of water supply to be restored and the time at which such restoration is to be made. Customer shall carry out all such orders at the time specified therein. A curtailment order shall be issued at least twenty-four (24) hours in advance of its effective time.
- (b) In the event the Customer fails to discontinue the use of water after the 24-hour curtailment notice, all water used during the curtailment period shall be paid by the Customer at a rate established in the agreement between the Commission and the Customer.
- (c) When a Customer is notified to curtail service, or while service is being curtailed and if such Customer desires to purchase water, and the Commission has water supplies available from storage or some other source, the Commission may, in its discretion, furnish water at a rate to be specified at the time of request from the Customer for such service. The Commission shall not be liable in any way to any Customer for failure in whole or in part, temporary or permanent, to deliver water supplies under this provision.

VII. GENERAL PROVISIONS

- (a) Water supplied under this rate schedule shall meet the Primary and Secondary Water Quality Standards established by the State of North Carolina. Delivery pressures and quantities shall not be guaranteed by the Commission unless appropriate physical facilities have been designed and installed in order to provide water supplies at guaranteed pressures and quantities.
- (b) The rate of charges as established by mutual agreement shall be, upon renewal of the agreement, subject to any general water rate increases as enacted by the Commission and approved by its Board of Commissioners.

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- (c) Water supply services supplied hereunder shall be at a single point or multiple points of metering, as established by mutual agreement.
- (d) Billing, payments and penalties will be handled in accordance with the Commission's existing policies, or as such practices may be changed or amended.
- (e) The Commission, or by mutual agreement the customer, shall install metering and booster pumping facilities on an as needed basis. Such equipment shall be owned, operated and maintained by the Commission. The point of delivery shall be the discharge side of the Commission's water supply delivery service facilities and the Commission will not be liable to the Customer or any of his agents, servants, or employees, or to any person whomsoever for any loss, damage, or injury to person or property resulting from said water supply or its use after it leaves said point of delivery, all risk thereof and therefrom being assumed by the Customer, except when caused by the exclusive negligence or willful acts of employees of the Commission. The Commission's representatives shall have the right of ingress and egress to the Customer's property at any time for any purpose involving the service of water as provided under this rate schedule.
- (f) Service under this rate schedule is subject to the rules, regulations and tax levies of duly constituted regulatory bodies having jurisdiction over either or both parties.
- (g) Commission agrees that all metering and booster pumping facilities owned by the Commission will be installed according to applicable codes and regulations and maintained in a safe condition.

VIII. PAYMENTS

Bills are due when rendered, and subject to a 1% penalty if not paid by the due date. For additional information, refer to Utility Regulations, Part D, Customer Service Policy.

IX. TERMS OF CONTRACT

Per written agreement.

Effective January 1, 2003