



# SERVICE REGULATIONS AND CHARGES

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## **1. UTILITY PURCHASE AGREEMENT**

The Fayetteville Public Works Commission (“PWC”) is a public authority that sells electric capacity and energy (collectively, “electricity”) and water and sanitary sewer service to its customers. Each Customer of PWC shall execute a Utility Purchase Agreement (“UPA”) with PWC. A basic form of UPA for Residential Customers purchasing utilities on a Residential rate schedule without riders is attached hereto as Appendix A. Residential Customers may execute an Application for Utilities that shall constitute the UPA for PWC and the Customer. PWC and each Customer consent to the use of electronic signatures to establish a UPA. In the UPA, the Customer may elect to purchase electricity or water or sanitary sewer service or any combination of the three utilities. Each UPA incorporates and includes these Service Regulations and Charges and the applicable rate schedules, including all changes, substitutions, or additions adopted by PWC to these Service Regulations and Charges and the applicable rate schedules after the effective date of the UPA. In the event of a conflict between any provision of the UPA, the Service Regulations and Charges, or the applicable rate schedule(s), the applicable rate schedule(s) shall prevail over the UPA and the Service Regulations and Charges, and the Service Regulations and Charges shall prevail over the UPA. In the event of a conflict between the Applicable Law and the UPA (including the Service Regulations and Charges and applicable rate schedule(s) incorporated therein), the UPA (and incorporated documents) shall be interpreted or deemed modified so as to comply with all Applicable Law, except as to statutes of limitation and repose (since the time periods by which the parties must take action as set forth in these Service Regulations and Charges shall govern to the extent such time periods are specified).

## **2. DEFINITIONS**

A. The following capitalized terms that are not elsewhere defined in these Service Regulations and Charges shall have the respective meanings set forth below.

- (1) “Actual Cost” means all of PWC’s reasonable, actual, and documented costs incurred, paid, or payable, which include but are not limited to the following:
  - a. External contractor or subcontractor labor costs and professional fees plus a twenty percent (20%) administrative charge;
  - b. Other costs and out-of-pocket expenses incurred by PWC, which PWC will charge on a pass-through basis plus a twenty percent (20%) administrative charge (e.g., equipment, materials, supplies or contract services);
  - c. Fully loaded internal direct and indirect labor costs related to the completion of work; and
  - d. Reasonable allocations of administrative overhead.

- (2) “Applicable Law” means the law of the State of North Carolina and all other legally binding constitutions, treaties, statutes, ordinances, rules, regulations, orders, permits, judgments, decrees, injunctions, writs, and orders of any governmental authority or arbitrator that apply to PWC or to the utilities to be provided by PWC or to the UPA.
- (3) “Approach Main” means a main line utility extension that is made to serve a development from existing offsite water and/or sewer utilities, passes through or abuts other parcels, and provides the availability of water and sewer service to these parcels that did not previously have such service available.
- (4) “Approved” means, as used in reference to a water supply, a water supply that has been approved by the North Carolina Department of Environmental Quality (NCDEQ); or, as used in reference to air-gap separation, a Pressure Vacuum Breaker, a Double Check Valve Assembly, a Double Check Detector Assembly, a Reduced Pressure Principle Backflow Prevention Assembly, a Reduced Pressure Principle Detector Assembly, or other backflow prevention assemblies or methods means an approval by PWC.
- (5) “Approved Backflow Prevention Assembly” means an assembly used for Containment and/or Isolation purposes that has been investigated and approved by PWC and has been shown to meet the design and performance standards of the American Society of Sanitary Engineers (ASSE), the American Water Works Association (AWWA), or the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California. The approval of backflow prevention assemblies by PWC is based on a favorable report by the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California, recommending such approval. To be approved, an assembly must be readily accessible for in-line testing and maintenance and shall successfully complete a one-year field evaluation within the PWC water system.
- (6) “Approved Backflow Prevention Device” means a device used for Isolation purposes that has been shown to meet the design and performance standards of the American Society of Engineers (ASSE) and the American Water Works Association (AWWA).
- (7) “Approved Check Valve” means a check valve that is rip tight in the normal direction of flow when the inlet pressure is at least one (1) PSI and the outlet pressure is zero (0). The check valve shall permit no leakage in a direction reverse to the normal flow. The closure element (e.g. clapper, poppet, or other design) shall be internally loaded to promote rapid and positive closure. An Approved Check Valve is only one component of an Approved Backflow Prevention Assembly, i.e., Pressure Vacuum Breaker, Double Check Valve

Assembly, Double Check Detector Assembly, Reduced Pressure Principle Assembly, or Reduced Pressure Detector Assembly.

- (8) “Auxiliary Water Supply” means any water supply on or available to the premises other than the purveyor's approved public Potable Water supply. These auxiliary waters may include water from another purveyor's public Potable Water supply or any natural source such as a well, spring, river, stream, Used Water, or Industrial Fluids. These waters may be polluted, contaminated, or objectionable and constitute an unacceptable water source over which PWC does not have sanitary control.
- (9) “Backflow” means the undesirable reversal of flow of water or mixtures of water and other liquids, gases, or other substances into the distribution pipes of the Consumer or Public Potable Water System from any source or sources.
- (10) “Backflow Prevention Assembly-Type” means an assembly used to prevent backflow into a Consumer or Public Potable Water System. The type of assembly used should be based on the Degree of Hazard either existing or potential. The types are:
- a. Double Check Valve Assembly (DCVA);
  - b. Double Check Detector Assembly (fire system) (DCDA);
  - c. Pressure Vacuum Breaker (PVB);
  - d. Reduced Pressure Principle Assembly (RP); and
  - e. Reduced Pressure Principle Detector Assembly (fire system) (RPDA).
- (11) “Certified Backflow Prevention Assembly Tester” means a person who has proven his competency to the satisfaction of PWC. Each person who is certified to make competent tests, or to repair, overhaul, and make reports on backflow prevention assemblies shall be knowledgeable of applicable laws, rules, and regulations, shall be a licensed plumber and have at least two (2) years of experience under and be employed by a state licensed plumber or plumbing contractor, or have equivalent qualifications acceptable to PWC, and must hold a certificate of completion from an approved training program in the testing and repair of backflow prevention assemblies.
- (12) “City of Fayetteville Municipal Influence Area (“FMIA”)” means the area as defined by an interlocal agreement between the City of Fayetteville and Cumberland County executed on June 9, 2008, and as amended by the City of



Fayetteville's Annexation Agreement with the Town of Hope Mills adopted August 23, 2010.

- (13) "Consumer" means any person, firm, or corporation using or receiving water from the PWC water system, either directly or indirectly.
- (14) "Consumer's Potable Water System" means that portion of the privately owned Potable Water system lying between the Point of Delivery (POD) and point of use and/or Isolation protection. This system will include all pipes conduits, tanks, receptacles, fixtures, equipment, and appurtenances used to produce, convey, store, or use Potable Water.
- (15) "Consumer's Water System" means any water system commencing at the POD and continuing throughout the Consumer's plumbing system, located on the Consumer's premises, whether supplied by a public Potable Water or an Auxiliary Water Supply. The system or systems may be either a Potable Water system or an industrial piping system.
- (16) "Containment" means preventing the impairment of the public Potable Water supply by installing an Approved Backflow Prevention assembly at the service connection.
- (17) "Contamination" means an impairment of the quality of the water which creates a potential or actual hazard to the public health through the introduction of hazardous or toxic substances or through the spread of disease by sewage, Industrial Fluids, or waste.
- (18) "Cross Connection" means any unprotected actual or potential connection or structural arrangement between a public or a Consumer's Water System and any other source or system through which it is possible to introduce any Contamination or Pollution, other than the intended Potable Water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or change-over devices, and other temporary or permanent devices through which or because of which Backflow can or may occur are considered to be cross connections.
- (19) "Customer" means a retail purchaser (whether a person or entity) of electricity or water or sanitary sewer service or any combination thereof from PWC for the purchaser's ultimate consumption rather than resale.
- (20) "Double Check Detector Assembly" means a specially designed assembly composed of a line-size approved Double Check Valve Assembly with a specific bypass water meter and a meter-sized approved Double Check Valve Assembly. The meter shall register (in U.S. gallons) accurately for only very

low rates of flow and shall show a registration for all rates of flow. This assembly shall only be used to protect against a Non-Health Hazard (i.e., pollutant).

- (21) “Double Check Valve Assembly” means an assembly composed of two independently acting, Approved Check Valves, including tightly closing shutoff valves attached at each end of the assembly and fitted with properly located test cocks. This assembly shall only be used to protect against a Non-Health Hazard.
- (22) “Emergency” means, when referring to water shortage, that conditions exist such that Treated Water supplies cannot meet customer demands and that serious Treated Water shortages exist.
- (23) “Essential Use” means:
- a. Use of water to sustain normal life and the lives of domestic pets, and to maintain minimum standards of hygiene and sanitation;
  - b. Use of water for patient care and rehabilitation;
  - c. Firefighting, including certain testing and drills by the fire department if conducted in the interest of public safety and if approved by PWC; and
  - d. Health and public protection purposes, if specifically approved by health officials and PWC, including flushing of water lines and hydrants.
- (24) A “Force Majeure” event means an event that is not anticipated and which is not within the control of PWC after the exercise of commercially reasonable efforts or attributable to PWC’s fault or negligence, and which, by the exercise of due diligence, PWC is unable to overcome or obtain or cause to be obtained a commercially reasonable substitute therefor. Force Majeure events include, but are not limited to: acts of God, fire, explosion, civil disorder or disturbance, sabotage, acts of terrorism, insurrection, riot, PWC’s inability to generate or deliver electricity or clean water or sanitary sewer service due to an outage or break; any major equipment outage of PWC or its supplier(s), pandemic, and any action or restraint by court order or public or government authority or Applicable Law.
- (25) “Good Credit History” means satisfaction of all of the following requirements during the applicable immediately preceding twelve (12) consecutive month period:
- a. The delivery to or usage by Customer of utilities from PWC has not been discontinued by PWC for non-payment;



- b. No more than three (3) occasions have occurred on which the Customer's bills were not paid when due; and
  - c. The Customer has not had more than one (1) payment to PWC returned for insufficient funds or any other reason.
- (26) "Health Hazard" means an actual or potential threat of Contamination of a physical, hazardous or toxic nature to the public or Consumer's Potable Water System to such a degree or intensity that there would be a danger to health.
- (27) "Non-Health Hazard" means an actual or potential threat to the quality of the public or the Consumer's Potable Water System. A Non-Health Hazard is one that, if introduced into the public water supply system, could be a nuisance to water customers, but would not adversely affect human health.
- (28) "Holiday" means the following days of each calendar year: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the Friday immediately following Thanksgiving, the day preceding Christmas, and Christmas.
- (29) "Industrial Fluids" means any fluid or solution which may be chemically, biologically, or otherwise contaminated or polluted in a form or concentration such as would constitute a health or Non-Health Hazard if introduced into a Public or Consumer Potable Water System. Such fluids may include, but are not limited to, process waters, chemicals in fluid form, acids and alkalis, and oils.
- (30) "Isolation" means the act of confining a localized hazard within a Consumer's Water System by installing Approved Backflow Prevention Assemblies. Disclaimer: PWC may make recommendations, upon facility inspection, as to the usages of Isolation devices/assemblies, but does not assume or have responsibility whatsoever for such installations.
- (31) "Lateral Construction Tap" means the installation which joins a PWC main located in a public street or PWC right-of-way and the POD for the utility (usually at or near the property line of the applicant).
- (32) "Letter(s) of Credit" means one (1) or more irrevocable, non-transferable standby letters of credit issued by a U.S. commercial bank or a U.S. branch of a foreign bank with such bank having a credit rating of at least A- from S&P and A3 from Moody's and acceptable to PWC and otherwise being in a form acceptable to PWC, in whose favor the letter of credit is issued. The Customer shall be solely responsible for all costs of each such Letter of Credit.





- (33) “Mandatory Conservation” means that conservation measures are not voluntary and with which the failure to comply may subject a Consumer to penalties.
- (34) “Meter Error” means the failure of a PWC meter on the Customer’s Premises to register or measure accurately, being within (a) plus or minus two percent (2%) for electric meters, or (b) within the then-applicable standards set by AWWA for water meters, the amount of utilities used or consumed by the Customer.
- (35) “MGal” means one thousand (1,000) gallons.
- (36) “Mobile Home Park” means any site or tract of land upon which three (3) or more mobile home dwellings capable of being occupied for dwelling or sleeping purposes are located.
- (37) “New Development” means any of the following occurring after the date PWC begins the written analysis process required by G.S. 162A-205, no more than one (1) year prior to the adoption of a system development fee, which increases the capacity necessary to serve that development: (a) the subdivision of land; (b) the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure which increases the number of service units; or (c) any use or extension of the use of land which increases the number of service units.
- (38) “Nonessential Use” means categories of water use, other than Essential Use, that may be curtailed during droughts and water emergencies.
- (39) “Nonresidential Customer” means a Customer of PWC that receives delivery or usage of one or more utilities from PWC for purposes other than domestic on or billing under any PWC rate schedule(s) other than any of the following rate schedules: the Residential Service rate schedule, Electric System Extension – Rider #1, Residential Service Additional Meter rate schedule, Residential Water Service - Inside City rate schedule, Residential Water Service - Outside City rate schedule, Residential Water Irrigation Service - Inside City rate schedule, Residential Water Irrigation Service - Outside City rate schedule, or Temporary Water Service for Residential Construction rate schedule. Refer to the “Rate Classifications and Structures” section below for additional detail.
- (40) “Non-single Family” means all land uses that are not single-family units. Non-single Family includes but is not limited to duplex units, triplex units, Mobile Home Parks, apartment complexes, commercial developments, and churches.
- (41) “Point of Delivery (“POD”)” means:



- a. For water or sanitary sewer service, the boundary of the Customer's Premises adjacent to the public street where PWC's mains are located, unless PWC, acting in its sole discretion, elects to set the POD at the point on the Customer's Premises where the meter is located; and
  - b. For electricity, the point where PWC's service conductors end, which is located as follows unless otherwise stipulated in the UPA:
    - (i) When PWC's overhead service conductors are connected to the Customer's conductors, the POD shall be on the outside wall of the Customer's building, where PWC's service conductors can be conveniently extended and anchored;
    - (ii) When PWC's underground service conductors are connected to the Customer's conductors, the POD shall be on the outside wall of the Customer's building, where PWC's conductors can be conveniently extended and terminated;
    - (iii) When PWC uses a substation, vault, or other controlled area to supply electricity to the Customer, the POD shall be an appropriate place as designated by PWC; and
    - (iv) When special circumstances, such as primary metering, render it impracticable for the POD to be located in accordance with (i)-(iii), the POD shall be at a place selected or approved by PWC, and the Customer shall bring its service conductors to that place.
- (42) "Pollution" means an impairment of the quality of the water to a degree which does not create an actual hazard to the public health but which does adversely and unreasonably affect the aesthetic qualities of such waters for domestic use.
- (43) "Potable Water" means water from any source which has been investigated by the North Carolina Department of Environmental Quality and which has been approved for human consumption.
- (44) "Premises" means a single identifiable parcel of real property (the ownership of which can be established by the records of the register of deeds of the county in which the real property is located or the County property tax records, provided that in the event of an inconsistency, PWC shall have the discretion to select the authority on which it will rely to identify a parcel) and the house(s), building(s), and/or other structure(s) affixed to such real property.
- (45) "Pressure Vacuum Breaker" means an assembly containing an independently operating internally loaded check valve and an independently operating loaded

air inlet valve located on the discharge side of the check valve. The assembly is to be equipped with properly located test cocks and tightly closing shutoff valves attached at each end of the assembly. This assembly is designed to protect against a Health Hazard under a back siphonage condition only.

- (46) "Public Potable Water System" means any publicly or privately owned water system operated as a public utility, under a current North Carolina Department of Environmental Quality permit, to supply water for public consumption or use. This system will include all sources, facilities, and appurtenances between the source and the point of delivery such as valves, pumps, pipes, conduits, tanks, receptacles, fixtures, equipment, and appurtenances used to produce, convey, treat, or store a Potable Water for public consumption or use.
- (47) "PWC Sewer Service Area" means the area between the FMIA and Cumberland County Rural Water Districts, as defined by an interlocal agreement between the City of Fayetteville and Cumberland County executed on June 9, 2008, and as amended by the City of Fayetteville's Annexation Agreement with the Town of Hope Mills adopted August 23, 2010, in which PWC has sufficient sanitary sewer and water mains in place to serve the area.
- (48) "Reduced Pressure Principle Backflow Prevention Assembly" means an assembly containing within its structure a minimum of two (2) independently acting Approved Check Valves, together with a hydraulically operating, mechanically independent, pressure differential relief valve located between the check valves and at the same time below the first check valve. The first check valve reduces the supply pressure a predetermined amount so that during normal flow and at cessation of normal flow, the pressure between the checks is less than the supply pressure. In case of leakage of either check valve, the pressure differential relief valve, by discharge to atmosphere, shall operate to maintain the pressure between the checks less than the supply pressure. The unit shall include tightly closing shutoff valves located at each end of the assembly and each assembly shall be fitted with properly located test cocks. The assembly is designed to protect against a Health Hazard.
- (49) "Reduced Pressure Principle Detector Assembly" means a specially designed assembly composed of a line-size approved Reduced Pressure Principle Backflow Prevention Assembly with a specific bypass water meter and a meter-sized approved Reduced Pressure Principle Backflow Prevention Assembly. The meter shall register, in U.S. gallons, accurately for only very low rates of flow and shall show a registration for all rates of flow. This assembly shall be used to protect against a Health Hazard.
- (50) "Residential Customer" means a Customer of PWC that receives delivery of or usage of one (1) or more utilities from PWC for domestic (personal, family, or

household) purposes who is not a Nonresidential Customer. Refer to the "Rate Classifications and Structures" section below for additional detail.

- (51) "Rural Water Districts" means the areas outside the PWC Sewer Service Area, but within Cumberland County, which have been defined by an interlocal agreement between the City of Fayetteville and Cumberland County executed on June 9, 2008, and as amended by the City of Fayetteville's Annexation Agreement with the Town of Hope Mills adopted August 23, 2010, where drinking water service can be provided to rural development standards.
- (52) "Single Family" means a single dwelling unit on a parcel solely for habitation by a single family.
- (53) "Split Lateral" means a service lateral split for more than one (1) water meter. Use of split laterals is limited to use outside the household, including but not limited to watering lawns and filling swimming pools, and non-domestic uses.
- (54) "Split Tap" means a line that is split prior to the Point of Delivery.
- (55) "Treated Water" means water that has been withdrawn from an approved source and has been processed by PWC.
- (56) "Unapproved Backflow Prevention Assembly" means an assembly that has been investigated by PWC and has been determined to be unacceptable for installation within the PWC water system. Consideration for disapproval and removal from the "approved list" shall be based upon, but not limited to, the following criteria:
  - a. Due to poor performance standards (i.e., significant failure rate);
  - b. Lack of or unavailability of repair parts; and/or
  - c. Poor service or response from assembly's factory representative.
- (57) "Used Water" means any water supplied by PWC to a Consumer's Water System after it has passed through the Point of Delivery and is no longer under the control of PWC.
- (58) "Water Shortage" means that conditions exist when the demands and requirements of water customers served by PWC cannot be satisfied without depleting the available supply of Treated Water or the available water supply to or below a critical level; i.e., the level at which the continued availability of water for human consumption, sanitation, and fire protection is jeopardized.

Conditions contributing to a water shortage may include, but are not limited to, the following:

- a. Water supplies are below the level necessary to meet needs;
- b. Water quality has been threatened due to the addition to any watershed area, reservoir, storage tank, or distribution system of any material that appears in an above-normal concentration or has high nuisance or harmful effect on the Consumer or the system;
- c. Power outages or equipment malfunction;
- d. Peak customer demands on the water system;
- e. Inability to maintain adequate pressure and/or Water Supply throughout every portion of PWC's water distribution system; and
- f. Natural disasters.

(59) "Water Supply" means any body of water from which PWC obtains water for treatment and subsequent distribution into the public treated water supply system.

### **3. UTILITY PURCHASE CONDITIONS**

Upon execution of a UPA by both PWC and the Customer, PWC will supply one (1) or more utilities to the Customer in accordance with the UPA. The following conditions shall apply to each of the utilities to be provided in accordance with the UPA:

**A. Availability of PWC Utilities** Electricity, water, and sanitary sewer utilities are available throughout the territory served by PWC in accordance with these Service Regulations and Charges. However, certain types of utilities may not be available in all areas served by PWC, including:

- (1) Overhead or aerial electric utilities are not available in established underground areas or Premises;
- (2) In urban areas, electric voltages may be restricted to those already in place in dedicated subsurface facilities;
- (3) Certain sizes and configurations of water lines and/or sanitary sewer service may not be available in either established urban areas or remote areas; and



- (4) Within the FMIA, sanitary sewer service will be made available by PWC to prospective customers only after the Fayetteville City Council has taken action to approve or deny a valid annexation petition for the Premises to which the prospective customers are seeking sanitary sewer service to be annexed into the City of Fayetteville's incorporated boundary. Sanitary sewer service will then be made available to all development that is consistent with the City of Fayetteville's development regulations in place at the time that sanitary sewer service is delivered to the Customer.

It is the Customer's sole responsibility to determine whether PWC does or can deliver utilities to any Premises that the Customer might purchase and to verify the availability of the utility delivery configuration contemplated before purchasing equipment for that utility. Where two or more rate schedules are available, it is the Customer's right and responsibility to select the rate schedule. The Customer must furnish to PWC any inspection certificates or permits that may be required by local law for the delivery or use of utilities on the Customer's Premises.

**B. Interruption by PWC** PWC does not guarantee a continuous supply of any utility but shall use reasonable diligence in providing uninterrupted delivery of a utility in accordance with these Service Regulations and Charges. PWC shall not be liable to the Customer for failure to provide continuous utilities. PWC reserves the right to interrupt or suspend the delivery or usage of utilities or alter the delivery time and quantity without liability on its part at such times and in such a manner as it deems advisable, including but not limited to any of the following occurrences:

- (1) An emergency action due to an adverse condition or disturbance on PWC's system – or any other system directly or indirectly interconnected with it – which requires automatic or manual interruption of the utility(ies) for any of the following reasons: to limit the extent of the adverse condition or disturbance; to prevent damage to PWC facilities, including generating and transmission facilities, lift stations, mains, and laterals; to expedite restoration of the delivery or usage of utilities, or to effect a reduction in delivery or usage of utilities to compensate for an emergency condition on an interconnected system;
- (2) A Force Majeure event or an order from any federal, state, county, municipal, or other governmental agency or court with jurisdictional authority over PWC;
- (3) Making necessary adjustments, changes, or repairs to PWC facilities including lines, substations, lift stations, mains, and laterals;
- (4) The continuance of the delivery to or usage of utilities at the Customer's Premises would, in PWC's discretion, endanger persons or property; and





- (5) The demand for the delivery or usage of utilities exceeds PWC's ability to supply them.

When work contemplated by PWC is projected to cause an interruption in water delivery for a significant duration, insofar as practical, PWC will provide advance notice to any Customer that is reasonably expected to be affected.

**C. Delivery or Usage Suspension and Termination** If the Customer is temporarily unable to take delivery of or use the utilities contracted for due to physical destruction of or material damage to the Customer's Premises, PWC will, upon written request of Customer, and for a period reasonably required to replace or repair such Premises, suspend billing under the UPA effective with the beginning of the next ensuing billing period.

PWC, in addition to all other legal remedies, may either terminate the UPA or suspend delivery or usage of utilities to Customer for any of the following:

- (1) Any default or breach of UPA by Customer;
- (2) Fraudulent or unauthorized use or consumption of utilities or use in such manner as to circumvent PWC's meter or cause Meter Error or tampering with PWC equipment;
- (3) Failure to pay bills when due and payable or failure to restore deposit within the specified period;
- (4) Neglect or refusal to provide to PWC safe and reasonable access to the Premises;
- (5) Damage to, or interference with, any PWC meter or other equipment on the Customer's Premises attributable to the Customer;
- (6) A condition on Customer's side of the POD actually known by PWC to be, or which PWC reasonably anticipates may be, danger to persons or property; and
- (7) Failure of the Customer to rectify promptly a deficiency or defect of Customer equipment or a condition or other facilities on the Customer's side of the POD after receiving notice from PWC that such condition exists.

Any suspension or termination by PWC of the delivery of or access to one (1) or more utilities shall not relieve Customer of the liability to pay for utilities delivered or used, minimum monthly charges during the period of suspension, or Customer's liability for damages.

- D. PWC Access to Customer's Premises/Right of Way** In cases where it is necessary for PWC to cross private Premises, including those owned by the Customer and by other persons or entities, in order to deliver utilities to the Customer, the Customer shall convey to PWC, without cost to PWC, the easement(s) across such Premises needed for the construction, maintenance, operation, and removal of the required utility facilities. In the absence of the conveyance of a formal easement on and through the Customer's Premises, the Customer, by executing the UPA, grants to PWC an exclusive license to go on and through and across the Customer's Premises to construct, maintain, operate, and remove utilities to the Premises, which license may be terminated by Customer only by giving three (3) years prior written notice to PWC.

PWC shall at all reasonable times have the right of entrance to and exit from the Premises of the Customer for any and all purposes connected with the delivery of utilities, or the exercise of any and all terms of the UPA.

The Customer shall also furnish PWC with a valid recordable easement over and through the Customer's Premises when PWC utility extensions are required. The Customer is responsible for reimbursing PWC for the costs associated with right of way acquisition across the Customer's Premises.

PWC shall not be liable to the Customer for any failure of PWC to deliver utilities to the Customer due to PWC's inability to secure or retain easements over and through real property, including Customer's Premises, that must be crossed, used, or otherwise accessed to deliver the utilities.

- E. Meters** PWC will furnish all necessary meters for the delivery or usage of utilities and will determine in its discretion the appropriate type, size, location, and technology of the meter along with associated equipment and communication device to deliver utilities to the Customer. As a condition of receiving, using, or consuming the utilities, the Customer must accept the meter type, size, location, and technology and associated equipment selected by PWC. PWC shall have the right, in its discretion and at its own expense, to place demand meters, voltmeters, or other instruments on the Customer's Premises for the purpose of testing, measuring, or otherwise recording the utilities delivered to, used by, or consumed by the Customer.

Meters for all residential utilities, and to the extent practicable for all other utilities, shall be located outdoors on the Customer's Premises at a place suitable to the Customer, but which meets all of PWC's requirements for safety and accessibility for reading, testing, and servicing the meter. Where it is not practicable in PWC's opinion to locate the meter and any associated apparatus outdoors, the Customer shall provide a suitable indoor location, which meets all of PWC's safety and accessibility requirements.

The Customer shall pay all expenses necessary to relocate a meter unless such relocation is requested by PWC or installed for additional load.



PWC will provide electric service to Nonresidential Customer electric vehicle fleets through a separately metered service. Electric service to Nonresidential Customer electric vehicle fleets will be charged under the applicable electric rate based on the demand registered by the separate meter.

- F. Damage to or Interference with PWC Property** In the event of loss of, damage to, or interference with any PWC meter or other equipment caused by the Customer, the Customer's agents or invitees, or persons associated with the Customer, the Customer shall be responsible for PWC's Actual Costs of replacing a meter or other equipment, repairing damage, or removing any material covering or blocking access to PWC equipment. The Customer shall promptly notify PWC of any interference with or damage to any meters or other equipment of PWC. If Customer's failure to promptly notify PWC results in additional damages to PWC, the Customer shall be liable for such damages.

The Customer shall be responsible for tampering with, altering, removing, defacing, damaging, hiding, enclosing, burying, covering, interfering with, or otherwise obscuring PWC's meters or other equipment installed on the Customer's Premises. Only PWC's authorized personnel and agents shall be allowed to make any repairs or adjustments to any such meter or other equipment.

- G. Idle Service** Idle service is a utility that is disconnected at the request of the Customer, or by PWC's enforcement of UPA terms and conditions, and which remains disconnected for thirty (30) or more calendar days. PWC may remove its meters, apparatus, fixtures, or other property at any time after disconnection. If one (1) or more electric utilities have been suspended due to physical destruction of or material damage to the Customer's Premise and a building permit has been issued, the permit number will be added to the customer billing system and status of permit and inspection results will be established through the Authority having Jurisdiction (AHJ) prior to restoration. If a permit is not required, yet one (1) or more electric utilities have been suspended due to physical destruction of or material damage to the Customer's Premise, PWC will require a licensed electrical contractor to inspect service prior to restoration at the expense of the Customer. If the AHJ suspends service to multi-family unit(s) due to physical destruction of or material damage to an adjacent Customer's Premise, PWC will require a licensed electrical contractor to inspect service prior to restoration at the expense of the property owner or building management unless AHJ indicates that suspension of service to adjacent units was precautionary in nature only and authorizes reconnection. Once one (1) or more electric utilities have been idle for at least six (6) months, these utilities must be re-inspected by a licensed electrical contractor at the expense of the Customer prior to reconnection.

**H. Customer Additional Responsibilities** The Customer shall install, maintain, and have sole responsibility for all electric lines, water and sewer piping, and control equipment (exclusive of PWC's meter and associated equipment) on the Customer's side of the POD. The Customer shall have exclusive control of all electricity and water after it passes the POD. All electric lines and water and sewer piping must be arranged so that each type of utility can be measured by a single meter (including sanitary sewer discharge to a single point), except as otherwise provided in these Service Regulations and Charges. The Customer shall not utilize any equipment, appliance, or device that adversely affects PWC's delivery of utilities or the use or consumption by the Customer or others of the utilities. The Customer shall provide suitable wiring and enclosures, as specified by PWC, for the convenient installation of the appropriate PWC metering equipment, in a place suitable to PWC. PWC is under no obligation to connect or deliver utilities if Customer fails to comply with all applicable installation provisions.

The Customer and, if applicable, the Customer's installation contractor, shall determine the type of PWC utilities available for delivery by PWC to the Customer's Premises before purchasing and installing plumbing, fixtures, wiring, or other utilization equipment. PWC may specify and restrict the voltage and type of electricity to be delivered. PWC is not responsible or liable for any costs involved in replacing or modifying equipment to operate on the type of PWC utilities available at Customer's Premises.

The Customer, whether acting on its own or through an installation contractor, is solely responsible for making sure that all Customer equipment that is to be connected to utilities provided by PWC is appropriately rated for the utilities to be delivered, used, or consumed and conforms to applicable codes and industry standards. All of the Customer's wiring and equipment must be inspected, installed, and maintained in accordance with Applicable Law; otherwise, PWC may refuse to connect utilities or may suspend or discontinue the delivery or usage of utilities to the Customer. The Customer shall keep in good repair all such wiring and equipment to the POD with PWC's facilities. Protection of the Customer's systems and all third-party systems installed at, in, or on the Customer's Premises shall be the sole responsibility of the Customer. This protection may include, but is not limited to, overcurrent protection, pressure regulators, loss of voltage, undervoltage, overvoltage/surge protection, overcurrent, phase failure or reversal, loss of synchronism, short circuit, ground fault protection, phase-out protection, harmonic mitigation, and backflow prevention.

When PWC supplies three-phase electricity, the Customer shall control usage so that the electrical load is maintained in reasonable balance between the phases at the POD. The Customer shall install and maintain devices adequate to protect the Customer's equipment against irregularities on PWC's system, including devices to protect against single phasing and lightning. In the event Customer fails to install such equipment properly, PWC will not have any responsibility for loss, damage, or other costs suffered by Customer and caused by any such irregularity.

A Customer who has outdoor area lights furnished by PWC on the Customer's Premises hereby grants to PWC the right to maintain a pole line on said property, along with a license to access the Premises for installation, maintenance, repair, and removal of said line. The Customer shall also maintain an unencumbered route for maintenance by PWC of said electric line and hereby releases and holds harmless PWC from any and all damages to property, lawns, trees, shrubbery, driveways, walkways, septic tanks, drain lines, or other items on the Customer's Premises that may arise from or relate to PWC's access to or utility-related actions within and upon the Premises.

Customers are prohibited from contracting with a third party to purchase electricity. Except with regard to qualifying facilities under the Public Utility Regulatory Policies Act of 1978, as amended, and facilities that qualify for compliance pursuant to the Renewable Energy and Energy Efficiency Portfolio Standards Act of 2007 (NC Senate Bill 3), as amended, (collectively, "Qualified Facilities"), Customers are prohibited from owning or operating electric generation equipment or any other equipment, including but not limited to batteries or other energy storage, that injects energy into PWC's grid. Qualified Facilities may be permitted pursuant to contract, provided PWC and the Customer owning the Qualified Facilities enter and fully execute such written contract prior to the commencement of operation of the Qualified Facilities. If a Customer adds or intends to add one or more Qualified Facilities on the Customer's side of the meter, even if the Qualified Facilities are not intended to inject energy into PWC's grid, the Customer must notify PWC in writing before generating electricity and allow PWC to inspect the Qualified Facilities and connections to ensure the safety and integrity of PWC's system. Emergency generating units that are operating consistent with applicable North Carolina Department of Environmental Quality standards do not require a contract with PWC, but in order for such generating units to qualify as an emergency generating unit, the Customer must provide PWC with all permitting records and an annual compliance certification, allow PWC to inspect the generating units and connections to ensure the safety and integrity of PWC's system, and prevent any injection of energy from such generating units into PWC's grid.

- I. Damaged Electrical Facilities** When the customer's electrical utility facilities involving the weather-head, service entrance cable, meter-base, or exterior service distribution panel are damaged due to a storm, fire, or any other form of physical destruction, a permit for construction and electrical inspection by the AHJ will be required in accordance with the North Carolina Building Code.
- J. Indemnification and Liability Limitations** The Customer shall indemnify, defend, and hold harmless PWC and its Commissioners, officers, employees, agents and representatives ("Indemnities") from and against all claims, actions, liabilities, damages, losses, costs, and expenses (including, without limitation, injury to or death of any persons, damage to property, economic and consequential damages, attorneys' fees and all forms of liability and expense in the event of a sanitary sewer backup) asserted by



third parties against one (1) or more of the Indemnities arising out of the negligent or willful acts, violations of law, errors or omissions or breach of the obligations, or defective construction, wiring, or equipment of the Customer or the Customer's employee, contractor, agent or invitee. The Customer further releases each of the Indemnities from Customer's claims, liabilities, and damages arising from defects on the Customer's side of the POD. The Customer's obligation to indemnify, defend, hold harmless, and release the Indemnities shall survive the termination of the delivery or availability of the utilities to the Customer and shall include the duty to pay for the reasonable attorney's fees and costs associated with defending each of the Indemnities by the legal counsel of the Indemnities' choice. PWC shall not be liable to the Customer, either in contract or in tort, for any consequential, incidental, indirect, special, or punitive damages.

- K. Other Providers** The Customer shall not use PWC's electricity in parallel with electricity from any other provider – nor shall another provider's electricity be introduced on the Customer's Premises for use in conjunction with or as a supplement to PWC's electricity – without written consent from PWC.
- L. Backflow Prevention** The Customer shall protect the potable water supply in PWC's service area against actual or potential Contamination by isolating contaminants or pollutants, which could, under adverse conditions, backflow through uncontrolled connections into the public water system.
- M. Cross Connection** The rules and regulations governing Cross Connections are set forth in an appendix to these Service Regulations and Charges and are incorporated herein by reference.
- N. Water Shortage Response** The rules and regulations governing Water Shortage Responses are set forth in an appendix to these Service Regulations and Charges and are incorporated herein by reference.
- O. Arbitration** As a condition of a Nonresidential Customer initiating and/or continuing to receive the delivery or usage of one or more utilities from PWC, including but not limited to electricity, water, and/or sanitary sewer service, the Nonresidential Customer hereby consents to binding arbitration with PWC before a single arbitrator in accordance with the Modified Commercial Arbitration Rules and Mediation Procedures published pursuant to the written directive of PWC's General Manager, of all disputes, controversies, and claims arising on or after February 28, 2018 with or against PWC (including PWC's Commissioners and employees, in their personal and/or official capacities), including but not limited to disputes regarding service quality, metering, billing, the validity of PWC's Service Regulations and Charges, any rate schedule, the existence or validity or termination of any UPA, or any other claim, dispute, right, or other issue arising out of the Customer's relationship with PWC.



No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitations or statute of repose. The arbitration shall be administered by the AAA. The arbitration shall be held in Fayetteville, North Carolina unless the parties agree in writing upon any other place. The arbitrator shall be a practicing attorney or retired judge with at least five (5) years of experience litigating utility rate, tariff, and billing matters. The arbitrator shall issue a written decision. The arbitrator is not authorized to award punitive damage, lost profits, consequential damages or other damages not measured by the prevailing party's actual direct damages. An award of damages shall include pre-award interest at the legal rate of interest specified by statute for North Carolina from the time of the act or acts giving rise to the award. If the arbitrator determines that a party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that party its reasonable out-of-pocket expenses related to the arbitration, including filing fees, reasonable witness costs, and arbitrator compensation. However, the arbitrator may award attorney's fees to a prevailing party only to the extent permitted by North Carolina law if the dispute had been resolved in a North Carolina state court; provided that this provision does not constitute a reciprocal attorney's fee provision in a business contract pursuant to G.S. 6-21.6. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The North Carolina Revised Uniform Arbitration Act, as amended, shall apply to and govern all arbitration between the Customer and PWC. Either party may apply to the arbitrator seeking injunctive relief until an arbitration award is rendered or the dispute is otherwise resolved. Notwithstanding the foregoing, either party also may, without waiving any other remedy, seek from any court having jurisdiction any interim or provisional injunctive relief that is necessary to protect the rights or property of that party pending the arbitrator's appointment or decision on the merits of the dispute.

- P. Severability** If any section, subsection, sentence or clause of these Service Regulations and Charges, including the appendices, is adjudged to be unconstitutional or otherwise invalid, such adjudication shall not affect the validity of the remaining portion of these Service Regulations and Charges.

#### **4. BILLING, PAYMENT AND OTHER CONDITIONS**

- A. Billing** PWC will bill the Customer on a monthly basis. PWC will read meters, as nearly as practicable, at regular intervals of not less than twenty-five (25) days and not more than thirty-five (35) days. If PWC is unable to read the Customer's meter for any reason, PWC may estimate the Customer's consumption and usage, and such estimates shall have equal validity as actual meter readings.

The term "monthly" as used in PWC rate schedules refers to the interval between the previous meter reading (or estimated billing) and the current reading date, and bills shall be rendered accordingly. However, if the period covered by an initial or final bill – or due



to the modification of the meter reading schedule – is more or less than twenty-five (25) to thirty-five (35) days, the bill will include metered costs for actual utility usage during the relevant period, with basic facility charges prorated based on a thirty (30) day billing month.

- B. Payments** Bills are due when rendered but may be paid by the Customer to PWC within the payment period specified on the bill (which depending upon billing cycle typically ranges from twenty (20) to twenty-five (25) days) without incurring a late fee or accruing interest charges (unless otherwise specified in the applicable rate schedule or any specific billing program in which the Customer is participating), provided, however, if the date on which a late fee will be assessed is a weekend or Holiday, the date on which the late fee will be assessed will be extended to the next day which is not a Saturday, Sunday, or a Holiday, and provided further, that PWC's General Manager is authorized to issue from time to time written directives temporarily extending the payable period as warranted by circumstances such as, but not limited to, modifications to PWC's billing system and Force Majeure events. If any bill is not so paid, PWC has the right to assess late charges and accrued interest and suspend service in accordance with these Service Regulations and Charges. Payments will be applied first to late fees due, then to accrued interest, and then to the oldest principal balance then due and all other principal balances due in chronological order, with payment applied last to the newest principal balance. The partial payment of a principal balance due for a month will be applied to each of the utility services comprising the principal balance for that month on a pro rata basis. Overpayments will be applied as a credit to one or more successive future monthly invoices. The Customer may request an extension of the payable period for special circumstances. Such requests can be made by telephone or in person at PWC's Business Center during normal business hours. PWC will consider payment extension requests on a case-by-case basis.

Payment for all services must be with funds drawn on the Federal Reserve banking system. Payments can be made with US Currency, checks drawn on banks with an ABA routing number, money orders, and accepted credit cards. Normally, all checks received for payment are processed on the same day received and without regard to the date inscribed on the check. PWC assumes that all checks are tendered with sufficient funds and abide by Applicable Laws.

- C. Deposits** PWC may, at its discretion, require the Customer to make one (1) or more fund deposits with PWC in order to initiate and/or maintain the delivery or usage of one (1) or more utilities from PWC to the Customer. The amount of the deposit will be determined in accordance with these Service Regulations and Charges.
- D. Utilities Used or Consumed in Advance of UPA** Any utilities used or consumed by the Customer before the Customer executes a UPA with PWC shall be governed by the terms and conditions of the UPA and the applicable rate schedule(s). PWC may discontinue the delivery or usage of utilities to the Customer at any time upon the Customer's failure or

refusal to execute the UPA and pay PWC in full the amount due for the delivery, usage, or consumption of utilities to the Customer through the effective date of the UPA.

- E. Billing Adjustments** If any Meter Error is discovered through either Customer-requested or PWC-initiated meter testing, then PWC will credit or charge, as appropriate, the Customer the difference between the amount previously billed and the estimated usage or consumption amount. Any applicable credit or charge will be included on the Customer's next monthly bill following the computation of such amount.

(1) Customer Billing Adjustments

a. Residential Customer Billing Adjustments

- (i) All Residential Customer billing adjustments, including but not limited to those due to Meter Errors and other errors resulting from meter reading, improper installations, failures to read meters and/or present a bill, or any other errors (collectively "Billing Errors"), whether by refund or bill credit, are subject to a maximum period allowed by Applicable Law, preceding the date on which the Billing Error was discovered by PWC or confirmed by PWC after discovery by the Residential Customer, when the Residential Customer is due a refund, and the Residential Customer must claim or request the refund within twelve (12) months after notice of the discovery of the Billing Error is provided by either PWC or the Residential Customer to the other party. The assessment of additional charges by PWC on the Residential Customer for any Billing Error shall not exceed the maximum timeframes allowed by Applicable Law.

b. Nonresidential Customer Billing Adjustments

- (i) Back-billing Undercharged Nonresidential Customers by PWC. PWC may charge Nonresidential Customer for billing adjustments for Billing Errors. The assessment of additional charges or claim for monies by PWC to the Nonresidential Customer for any such Billing Error relating to electric, water, or sewer utilities shall not exceed a maximum period of allowed by Applicable Law, preceding the date on which the Billing Error was discovered by PWC or confirmed by PWC after discovery by the Nonresidential Customer.
- (ii) Refunds or Credits to Nonresidential Customers. PWC may refund or credit any Nonresidential Customer that has overpaid, due to Billing Errors. If a refund is due to a Nonresidential



Customer, the Non-Residential Customer is limited to a maximum period of twelve (12) billing months preceding the date on which the Billing Error was discovered by PWC or confirmed by PWC after discovery by the Nonresidential Customer, and the Nonresidential Customer must claim or request the refund within twelve (12) months after written notice of discovery of the Billing Error, provided by either PWC or the Nonresidential Customer to the other party, or as allowed by Applicable Law.

(2) Other Adjustments

PWC is not responsible for charges incurred by the Customer due to leakage or water wasted due to damaged pipes or fixtures on the Customer's side of the POD. Upon a Customer's request for an investigation of an unusually high water volume attributed to the Customer, PWC will evaluate the facts and circumstances and consider a billing adjustment on a case-by-case basis. Such adjustment will be limited to one (1) occurrence in a twelve (12) consecutive month period per Customer account. PWC will use the following guidelines in determining and calculating billing adjustments of this nature:

- a. Water Only – Fifty percent (50%) water volume adjustment may be approved after receipt of proper documentation from the Customer that the problem has been repaired/corrected. The Basic Facility Charge will still apply.
- b. Water and Sewer Service – Fifty percent (50%) water and sewer volume adjustment may be approved after receipt of proper documentation from the Customer that the problem has been repaired/corrected. If the water did not flow through the sewer system, the sewer service may be adjusted using average historical usage. The Basic Facilities Charge for both utilities will still apply.
- c. Swimming Pools – For those customers who fill their swimming pools using a domestic water meter, PWC may adjust the sewer usage to the average historical usage, but the Basic Facilities Charge will still apply. The gallons of sewer service credited to the Customer may not exceed the number of gallons held by the pool.



- F. Vacated Premises** The Customer shall notify PWC at least ten (10) days before quitting or vacating the Customer's Premises served under the UPA and provide a valid forwarding address and pay, upon presentation by PWC, all bills due and owing to PWC under the UPA.
- G. Transfer of Agreement** A UPA between PWC and a Nonresidential Customer may be assigned by the Customer to any person, firm, or corporation purchasing or leasing and intending to continue the operation of the plant or business which is being served under such UPA only after obtaining the written approval of PWC. PWC may grant such approval if:
- (1) PWC is reasonably satisfied that the assignee will fulfill the terms of the UPA; and
  - (2) The Nonresidential Customer provides PWC with a satisfactory guarantee from the assignee for the payment of anticipated bills, if PWC, acting in its reasonable discretion, determines that such a guaranty is needed.
- H. Resale Service** Utilities supplied by PWC to the Customer shall be used solely by the Customer solely for those purposes specified in, and in accordance with the UPA; provided, however, if the Customer obtains prior written consent from PWC, the Customer may resell utilities, on a metered or unmetered basis, to lessees, tenants, or other third parties to the extent such resales are in compliance with all Applicable Law.
- Unless the Customer obtains the prior written consent of PWC, the Customer shall not use a single account or meter across more than one (1) Premises or across any publicly owned property for any utilities from PWC. Such prior written consent will be given by PWC only where the adjacent Premises are operated as one (1) integral unit, under the same name and proprietorship, and used for conducting part of the same business.
- I. Unauthorized Use** If unauthorized use of any PWC utilities is discovered, PWC may discontinue the utility(ies), and the Customer shall be required to pay for the estimated unauthorized usage, as well as the costs of inspection, investigation, and reconnection, before utilities are restored. Any such resolution shall not prejudice either a prosecution of the Customer or potential Customer for violations of criminal law or a civil action by PWC against the Customer or potential Customer for the unauthorized usage.
- J. Contract Documents** Applications for Utilities, UPAs, contracts, copies of Rate Schedules, riders, and service regulations are available from PWC online and will be furnished to Customer upon request in either electronic or paper format, at PWC's discretion.



**K. Changes** All applications, requests, agreements, and contracts for service between PWC and the Customer, including the Rate Schedules and these Service Regulations and Charges, are subject to changes and modifications from time to time, as approved by PWC or imposed by any lawful authority.

**L. Customer Information and Agency** PWC does not give or sell any billing information or other customer-related information to third parties, except as follows:

- (1) PWC has received a valid authorization;
- (2) The records are requested by a government entity acting within the scope of its authority; or
- (3) In accordance with Chapter 132 of the North Carolina General Statutes or as otherwise required or allowed by Applicable Law. Otherwise, PWC will furnish customer information only to the Customer whose name is on the account and each of the following persons and entities:
  - a. The current spouse of a Customer is entitled to obtain customer-related information and to modify the Customer's account and utilities, unless the Customer specifically prohibits such authorization;
  - b. The current roommate or suitemate of a Customer is entitled to obtain customer-related information and to modify the Customer's account and utilities if the Customer who set up the account specifically grants such authorization; and
  - c. Property owners (and agents) of nonresidential and/or residential multi-unit structures that are comprised of at least three (3) occupied units, to whom PWC has the right to provide, without Customer consent, aggregated usage and billing information for the structures.

For purposes of this section, "valid authorization" means any on the following: (i) notarized power of attorney executed by the Customer; (ii) letters of guardianship or letters testamentary or letters of administration issued by a court; (iii) an executed notarized Consent and Release on PWC's standard form; or (iv) a written, signed authorization that PWC, acting in its sole discretion, deems to be sufficient under the circumstances.





**M. Customer's Force Majeure** In the event the Customer's Premises are destroyed by a Force Majeure event causing a complete cessation of service, the Customer must notify PWC within thirty (30) days of the cessation of service and advise PWC that the Customer intends to resume service as soon as possible following repair/restoration of the Premises. When service has ceased under such conditions, PWC shall have the option to:

- (1) Waive the collection of a deposit to reestablish services;
- (2) Waive temporary service charges for temporary facilities or for reestablishment of service when such charges do not exceed a reasonable amount, and/or;
- (3) Waive the collection of a reconnection fee.

**N. Denial or Discontinuance of Service** Utility service may be denied, suspended, discontinued, or terminated by PWC for causes including, but not limited to, the following:

- (1) Any misrepresentations as to the identity of the Customer entering into the UPA or any other false statement or misrepresentation of the Customer;
- (2) Fraudulent or unauthorized use of utilities or use of utilities in such a manner as to circumvent payment of PWC's authorized fees or charges;
- (3) Use or installation on the Customer's Premises of any wiring, equipment, appliance, or device that allows electricity and/or water to be used without passing through the PWC's meter, or which prevents or interferes with the measuring, control, or any regulating of a utility supplied by PWC;
- (4) The Customer's failure to comply with these Service Regulations and Charges or the terms or conditions of the applicable UPA;
- (5) Use of any PWC utilities by the Customer in a manner that is detrimental to the utilities of other Customers;
- (6) Use of any PWC utilities by the Customer in a manner that conflicts with or violates Applicable Law;
- (7) Nonpayment of any utility bill when delinquent for more than ten (10) days;
- (8) Failure or refusal by the Customer to make, restore, or increase the Customer's deposit as required by PWC;
- (9) The owner of the Premises or a member of the household or business on the Premises for which the utilities application is being made or UPA is being



sought is indebted to PWC for one or more utilities previously delivered by PWC or used or consumed by the owner or member at any location; and

- (10) The condition of the Customer's plumbing or wiring, as determined by PWC personnel or inspection officials, presents an obvious hazard to people or property at or near the Premises or the general public.

Except in the instances set forth in items (1), (2), (3), (5), and (10) above, PWC will provide at least twenty-four (24) hours written notice, delivered to the Customer's Premises or sent by mail before terminating or suspending one or more utilities. The notice will identify the specific reason(s) for the termination or suspension of utilities. Failure or delay by PWC to terminate the UPA or to suspend the delivery or usage of utilities at any time after the grounds for such termination or suspension have been established shall not serve as a waiver or prejudice PWC's right to invoke such termination or suspension or to seek other legal remedy.

Any suspension or termination of the delivery or usage of utility services by PWC shall not relieve the Customer of the Customer's liability to pay for utilities previously delivered, used, or consumed, and it shall not relieve the Customer of:

- i. In the case of suspension, the Customer's liability for payment of minimum monthly charges during the period of suspension;
- ii. In the case of termination, the Customer's liability for damages in the amount of the minimum monthly charges which would have been payable during any remaining term of the UPA; and
- iii. Any other obligations owed by the Customer to PWC.

**O. Water and Sanitary Sewer Main and Lateral Charge Payment Options** These payment options will be available to residential property owners who exhibit a hardship preventing payment of a utility bill in full when due, provide sufficient evidence of cash flows to meet monthly payment terms, and use water and/or sanitary sewer for only domestic purposes while living in a residence.

- (1) Water and/or Sanitary Sewer Charge Payment Option for Non-Assessed Owners
  - a. If paying the main and/or lateral charge for a term of no more than six (6) months or less (short-term), PWC will require all of the following:
    - (i) A carrying charge of one percent (1%) to be billed one twelfth (1/12<sup>th</sup>) per month;



- (ii) A down payment in the amount of the lateral charge listed or referenced on the Water/Sewer quote provided by the Water Resources Engineering Department; and
  - (iii) A witnessed payment plan agreement that states, “in the event of default, all utility services being provided to the property can be discontinued.”
- b. If payment arrangements require a period of more than six (6) months, but will be paid within five (5) years or term of no more than sixty (60) payments (long-term), PWC will require all of the following:
  - (i) A minimum down payment of ten percent (10%) and a minimum monthly payment of fifty dollars (\$50). In the event the customer pays a substantial down payment, the length of the arrangement period will be adjusted to reflect the lower principal amount due;
  - (ii) A signed promissory note, deed of trust and witnessed payment plan agreement;
  - (iii) The property owner to assume all costs including a one hundred dollar (\$100) administrative charge and all applicable filing fees; and
  - (iv) A carrying charge of two percent (2%) above prime to be billed one twelfth (1/12<sup>th</sup>) per month. The carrying charge will be established every six (6) months, on the last business day of June and December, for each payment arrangement processed during subsequent six (6) month period. (“Prime” means the Prime Interest Rate as published in the Wall Street Journal).

## **5. DESCRIPTION OF UTILITIES**

**A. Water and Sanitary Sewer Service** Water pressure at the POD will not be less than twenty (20) PSI. Wastewater shall be collected and treated in accordance with the Sanitary Sewer Ordinance of the City of Fayetteville. PWC will install all main line utility extensions in accordance with the terms of an extension agreement between PWC and the Customer or property developer consistent with PWC’s standard procedures. The Customer is solely responsible for all facilities and use and consumption of PWC utilities on the Customer’s side of the POD.

All costs associated with installation, maintenance, and repair of the backflow protection equipment for Residential Customers are the responsibility of the Customer. After the



initial installation, PWC will provide testing for backflow protection equipment for Residential Customers, who will also be charged a monthly fee for the inspection services provided by PWC. Each Nonresidential Customer shall, at its sole expense, install, operate, inspect, test, and maintain Approved Backflow Prevention Assemblies, as directed by PWC.

Since fire flow service for fire protection is not a chargeable service under PWC's current rate schedules, PWC will make fire flow service available only to neighborhoods to which PWC provides water delivery services to Customers.

PWC endeavors to furnish water that meets the standards of the U.S. Environmental Protection Agency (EPA). PWC attempts to maintain a high quality of drinking water to its Customers. This being said, however, there are times when each water utility system in the U.S. will deliver water that might be discolored due to breaks in the line, construction, fires, or regular flushing activities to keep the lines viable, failure of lines due to age or condition, problems within the customer's own service line, and other causes not within the control of PWC.

**PWC WARRANTS ONLY THAT ITS WATER MEETS EPA ENFORCEABLE STANDARDS UNDER THE SAFE DRINKING WATER ACT. PWC DOES NOT WARRANT OR REPRESENT THAT ITS WATER IS FIT FOR ANY OTHER PURPOSE. PWC EXPLICITLY EXCLUDES ANY WARRANTY UNDER THE UNIFORM COMMERCIAL CODE INCLUDING, BUT NOT LIMITED TO, AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR AN IMPLIED WARRANTY FOR MERCHANTABILITY. PWC FURTHER DISCLAIMS ALL OTHER WARRANTIES UNDER ARTICLE 2 OF CHAPTER 25 OF THE NORTH CAROLINA GENERAL STATUTES, CONSISTENT WITH G.S. 130A-315(g) OF THE NORTH CAROLINA DRINKING WATER ACT.**

PWC is not to be responsible for water that is used for any purpose other than drinking water. Customers who use PWC water for purposes other than drinking do so at their own risk. Any Customer using PWC water for any purpose other than drinking water must provide its own filtration and treatment of the water in order to assure that it meets the specific needs and quality standards that are necessary for the Customer's particular usage.

All drinking water, including bottled water, may reasonably be expected to contain at least a small amount of contaminants. Certain people may be vulnerable to contaminants

in drinking water. PWC encourages every Customer and person who consumes water supplied by PWC to learn about contaminants and potential health effects. More information can be obtained through the EPA. Immunocompromised individuals, such as people with cancer undergoing chemotherapy, people who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, the elderly and infants, can be particularly at risk for infections. These people should seek advice from their healthcare providers about drinking PWC's water.

- B. Electricity** Electricity delivered by PWC to the Customer's Premises will consist of single-phase (two or three wires) or three-phase (three or four wires), 60-cycle alternating electric current supplied through a single POD, through a single electric meter, at a voltage specified by PWC. Except for Customers classified as industrial, electricity will generally be delivered at 240 volts or less within a range of plus or minus ten percent (10%). Nonresidential Customers can be served at voltages of 480 and higher if so specified in the UPA within a range of plus or minus ten percent (10%). When a Customer desires two (2) or more types of voltage service – if the types of voltage can be supplied by a single-phase, three-wire type or a three-phase, four-wire type without voltage transformation – only one (1) of the types necessary for the Customer's usage will be supplied. Appendix B contains the Standard Available Voltages. The Customer shall be required to provide suitable conductors on Customer's side of the POD up to the POD. The Customer shall take all steps required to maintain the conductors on the Customer's side of the POD in good order at all times.

**PWC WARRANTS ONLY THAT ITS ELECTRICITY COMPLIES WITH THE TERMS AND CONDITIONS SET FORTH IN THESE SERVICE REGULATIONS AND CHARGES. PWC DOES NOT WARRANT OR REPRESENT THAT ITS ELECTRICITY IS FIT FOR ANY OTHER PURPOSE. PWC EXPLICITLY EXCLUDES ANY WARRANTY UNDER THE UNIFORM COMMERCIAL CODE INCLUDING, BUT NOT LIMITED TO, AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR AN IMPLIED WARRANTY FOR MERCHANTABILITY.**

PWC will extend its facilities and change the POD only when the investment required by PWC is warranted by the anticipated revenue, and when the extension is permissible and feasible. PWC will install all transmission, distribution, and service facilities extensions and improvements in accordance with the terms of an extension agreement between PWC and the Customer or property developer consistent with PWC's standard procedures.

(1) Responsibility Beyond the POD

It is understood and agreed that PWC is merely a furnisher of electricity. PWC shall not be responsible or liable for any damage to the buildings, motors, apparatus or other property of the Customer due to lightning, defects in wiring,

or other electrical installations, defective equipment, or any other cause other than the gross negligence of PWC. PWC shall not in any way be responsible for the transmission, use, or control of electricity on the Customer's side of the POD, and shall not be liable for any property damage, injury, or death of any person arising or resulting in any manner from the delivery and use of said electricity.

(2) **Changes in Demand**

Customer shall give PWC reasonable notice in writing of any anticipated increase in demand exceeding twenty (20) kW or ten percent (10%) of the former demand, whichever is greater. The notice shall state the approximate increase and the date when the additional capacity is needed.

**C. Fluctuating Load** The Customer may use electricity from PWC for intermittent, fluctuating, or harmonic-generating loads through the regular service meter only when such operation does not adversely affect the quality of service to any other PWC Customers. If, however, the operation of such loads causes voltage fluctuations or other problems detrimental to the service of the Customer or other Customers, PWC may require the Customer to install additional service equipment at Customer's sole expense to correct these fluctuations. If installed by PWC, such additional service equipment will be considered "Extra Facilities" and will be subject to the charges, clauses, and conditions set forth in the "Extra Facilities" section below.

## **6. RATE CLASSIFICATIONS AND STRUCTURES**

PWC has established a series of rate schedules – based on Customer classifications – to meet the diverse requirements and usage needs of its Customers. The initial assignment of a rate classification to the Customer is based on the nature of the Customer's expected usage. If two (2) or more rate schedules and/or riders are available to the Customer, it is the Customer's right and sole responsibility to select the appropriate rate schedule and/or rider, and PWC will not assume responsibility or accept any liability for the Customer's rate schedule choice.

PWC reserves the right to change the Customer's rate classification if actual usage differs from anticipated usage to the extent that the initial classification was inappropriate or is no longer appropriate. Upon establishing a billing history of no less than twelve (12) months, the Customer may apply in writing for a review of the current rate classification. If a reclassification is justified, the Customer will promptly be reclassified for the billing month following the reclassification determination. No refunds or credits shall be issued for the difference between previously billed rate schedule charges and charges which would have been billed had the Customer been served under a different rate schedule. PWC shall not be held responsible or liable for a Customer's financial losses or other damages in the event that services are billed under a rate schedule that does not most accurately represent the Customer's usage.

**A. Rate Classifications** Rate classifications are grouped into two (2) categories: Residential and Nonresidential.



(1) Residential Classifications

Residential classifications, and applicable rate schedules, apply to Customers living in a residence, defined as a single habitable dwelling unit, which provides permanent and independent facilities complete for living, sleeping, eating, cooking, and sanitation. An individual residence may include a house, condominium, modular home, mobile home, or individually metered apartment. The residential rate schedules shall be applicable to only one meter serving a single residence.

Outbuildings, garages, swimming pools, water pumps, and other uses that form a part of the general living establishment on the same Premises with a residence may be connected to the residential service meter, or they may be separately metered. Such separately metered services shall be served on one of the nonresidential rate schedules.

b. Professional Offices or Business Activities in Residences

For residences in which some business, professional services, or other gainful activity (collectively, "Business") occurs, a residential rate schedule will be permitted only when the following conditions are simultaneously met:

- (i) The Business is located within the dwelling or an associated accessory building which may include an accessory dwelling unit and does not exceed twenty percent (20%) of the heated floor area of the principal structure or six hundred (600) square feet, whichever is less;
- (ii) Only one (1) Business is conducted on the Premises; and
- (iii) The electric energy is used only by equipment that would normally be used in a residence.

If all of the conditions are not simultaneously met, the Customer in the Premises shall be classified as a Nonresidential Customer, and the appropriate nonresidential rate schedule shall be applied. The Customer may, at its option, provide separate circuits so that the residential uses can be metered separately and billed under a residential rate schedule, and the other uses can be billed under a nonresidential rate schedule.

c. Farm and Rural Service

The residential rate schedules are available for delivery through one (1) meter to the Customer's personal residence on a farm and for usual farm uses outside the dwelling unit on Residence Farms (as defined by the USDA), but not for: commercial farm operations (including but not

limited to retail and wholesale sales), non-farming operations; or the processing, preparing, or distributing of products not grown or raised on that farm.

The Residential Customer on a Residence Farm may, at its option, elect to take delivery of all utilities under one (1) of the nonresidential rate schedules. The Customer may, at its option, provide separate circuits so that the residential dwelling unit, together with the usual farm uses outside the dwelling unit, can be metered and billed under a residential rate schedule – and utility usage for other activities can be metered and billed under a nonresidential schedule.

(2) Nonresidential Classifications

Nonresidential classifications, and applicable rate schedules, apply to all types of Nonresidential Customers, including, but not limited to, the following:

- a. Office buildings, stores, shops, restaurants, service stations, and other commercial establishments;
- b. Hospitals, nursing homes, and institutional care facilities;
- c. Schools, dormitories, churches, and other similar nonresidential institutions;
- d. Multi-family residential structures (other than the individual residential units), including, but not limited to, hall lighting, laundry facilities, and recreational facilities; and
- e. Miscellaneous services with individual meters serving functions such as well pumps, signs, customer-owned lighting, and garages.
  - (i) Outdoor Lighting  
Customer-owned outdoor lighting may be connected to the residential or nonresidential meter or it may be separately metered. If outdoor lighting is separately metered, the nonresidential rate schedule shall apply.
  - (ii) Temporary Service  
Temporary service will be provided under a nonresidential rate schedule during the construction of any structure, even if utilities will be delivered to or used by the Premises on PWC's residential rate schedule when the construction is complete. If any structure under construction will not receive permanent utility service from PWC, the Customer is required to pay for the



Actual Cost of installation and subsequent removal of PWC facilities not required for permanent service.

## **B. Rate Structures**

### **(1) Water and Sanitary Sewer Rate Structure**

Customers who receive both water and sanitary sewer service from PWC are billed for both utilities based on the water meter supplied by PWC. If a sanitary sewer Customer either does not receive water delivery from PWC or receives service on the Sanitary Sewer Service Flat Rate Schedule (SS-3), the Customer's sanitary sewer service will be billed on a flat rate basis. A sanitary sewer Customer who serves multiple dwellings and does not receive water deliveries from PWC will normally be billed the flat charge for each dwelling unit. However, the Customer may contact PWC to evaluate other options.

PWC's various water and sanitary sewer rate schedules for retail service include different combinations of provisions, depending on the schedule. There are, however, only five (5) distinct types of rates and charges:

- a. A Flat Monthly Rate is used in billing residential and nonresidential sanitary sewer service, where the Customer receives all retail water requirements from one (1) or more sources other than PWC. If a Customer receives both electric and water utility services from sources other than PWC, the Property Owner will be billed for the sanitary sewer service. Notwithstanding anything to the contrary herein, the Flat Monthly Rate is billed to the Property Owner whether the associated property is occupied or not.
- b. Basic Facilities Charges apply to all water and sanitary sewer schedules except Flat Monthly Rates. These charges are assessed independent of, and in addition to, all consumption or discharge rates. Even if the Customer has no usage in a particular billing period, the Customer will still be billed for the Basic Facilities Charge. Basic Facilities Charges are graduated in accordance with the meter size to reflect the various levels of PWC's investment costs.
- c. Consumption (Discharge) Rates apply, as appropriate, to all schedules except the Flat Monthly Rate and Sanitary Sewer Surcharges.
- d. Utility Line Relocation Rider is imposed because the Fayetteville area is slated for significant thoroughfare expansions for the current and future years, according to the NCDOT State Transportation Improvement plan. Each NCDOT thoroughfare expansion imposes significant costs on PWC to relocate water and sewer lines and ancillary equipment and

acquire new easements. Under NCDOT's current operating procedure, project costs and potential reimbursements are difficult to predict and manage. This separate Rider serves as a means to capture and recover those costs imposed by NCDOT-mandated utility relocations while attempting to maintain stable, predictable retail base rates for PWC customers. The amount charged (or credited) through the Rider may be modified from time to time, as deemed necessary and appropriate by the Commission. The Rider will be assessed on all water and sanitary sewer rate schedules other than irrigation, bulk water, fire hydrant, septage hauling, pump, and haul rate schedules.

- e. Sanitary Sewer Surcharges are applied in conjunction with nonresidential rate schedules. Sanitary sewer Customers are surcharged when discharges exceed allowances for Biochemical Oxygen Demand, Suspended Solids, and Ammonia Nitrogen.

The terms and conditions of a wholesale arrangement between PWC and a governmental, military, or private entity that provides full or supplementary water delivery and/or sanitary sewer service for use by that entity's retail customers will be set forth in the contract between PWC and the entity and in any applicable rate schedule(s).

(2) Electric Rates and Charges Structure

PWC's various electric rate schedules include different combinations of provisions, depending on the schedule. There are, however, only seven (7) distinct types of rates and charges:

- a. Flat Monthly Rates are used in billing street and area lighting facilities. These rates are used in situations, such as photoelectric controlled lighting, where total usage and the pattern of usage are known. Flat rates are also used to assess charges for Community Street Lighting, Contract Street Lighting, Contract Private Lighting, Contract Area Lighting, Area Lighting, and for additional area lighting poles and transformers, where applicable.
- b. Basic Facilities Charges apply to all schedules except Flat Monthly Rates for lighting. These charges are independent of, and in addition to, electric usage and, where applicable, demand charges. Unless otherwise stipulated, even if the Customer will be billed for the Basic Facilities Charge. PWC may at its discretion assess a community street light charge in addition to a Basic Facilities Charge and bill them collectively in the Customer's monthly bill as a single Basic Facilities Charge.

- c. Energy Charges are assessed on a per kWh basis and apply to all schedules except Flat Monthly Rates for lighting.
- d. Power Supply Adjustments (“PSA”) may be assessed on a per kilowatt-hour (“kWh”) (energy) basis or a per kW (demand) and/or energy basis for different rate schedules, as appropriate. Power Supply Adjustments may be imposed by PWC at its discretion when cumulative and/or projected power and generation costs vary from determinants of set rates by a + five percent (5%) margin. As actual energy usage and power costs become known, there may be a modification of the amount collected from or credited to each Customer’s bills adjusting for the power and generation cost not included in the rate schedules.
- e. In September 2014, the Coal Ash Management Act (“CAMA”) was enacted in North Carolina to address the handling, disposal, and remediation of Coal Combustion Residuals (“CCRs”) at coal electric generating facilities. Subsequent to the passage of the CAMA in October 2015, the EPA issued its own regulations relating to CCRs that will require Duke Energy Progress, LLC (DEP) and certain of its affiliated entities to take certain remedial actions related to its plants producing CCRs. DEP has indicated that it will petition the North Carolina Utilities Commission for recovery of these expenses from retail customers and FERC to recover the applicable share of expenses from all wholesale customers, including PWC. In order to recover the CCR charges assessed by DEP on PWC, PWC reserves the right to collect a Coal Ash Rider for its retail rate schedules.
- f. Contract Demand, if applicable for electric service, shall be specified in the executed UPA. In cases where actual demand exceeds the existing Contract Demand, PWC reserves the right to request, in writing and within sixty (60) days, that the Customer reduce such actual demand due to inadequacy of the facilities used by PWC for the benefit of the Customer. In such case, PWC will direct the Customer to reduce their actual demand to the existing Contract Demand, or to a specific amount in excess thereof determined by PWC, in its discretion. If the Customer desires service in excess of the amount specified by PWC, PWC will advise the Customer under what conditions, if any, the excess service may be supplied.

If the Customer desires to reduce the currently effective Contract Demand after the initial term of the UPA has expired, the Customer may do so, if at least one (1) of the following conditions is met:

- (i) The Contract Demand has not been reduced at the Customer's request during the preceding twelve (12) months, and the Customer has received and paid for service during the full initial term of the UPA in accordance with the terms thereof; or
  - (ii) The Customer pays PWC a sum equal to the estimated net cost of exchanging the facilities in place for facilities of a lesser capacity adequate to supply the reduced Contract Demand.
- g. Early Termination Fee is equal to the number of the remaining months of the UPA term multiplied by the number of units terminated multiplied by the monthly service rate applicable upon the date of termination. For regular area lights, this will be computed from a thirty-six (36) month contract period and for decorative area lights, this will be computed from a one hundred twenty (120) month contract period.

## **7. EXTRA FACILITIES**

A. At the request of the Customer, PWC will furnish, install, own, and maintain facilities which are in addition to those necessary for delivery of utilities at one (1) point, through one (1) meter, at one (1) voltage, and of adequate capacity to serve the contracted demand, in accordance with the applicable Rate Schedule. Such additional facilities shall be furnished under an "Extra Facilities Charges" Schedule and shall be added to and made part of PWC's UPA with the Customer and contain the following provisions:

- (1) The utilities shall be used or consumed solely by the contracting Customer in a single enterprise, located entirely on a single Premises. The utilities shall not be exempted from any of the other applicable provisions of PWC's service regulations.
- (2) "Extra Facilities" shall be specified in the UPA and may consist of any of the following: voltage regulators, capacitors, switches and/or circuit breakers, duplicate service, transformers, substations, connecting lines, enhanced metering, relay, or other equipment installed for the exclusive use of the contracting Customer, other than facilities which PWC would furnish to the Customer without cost under the standard form contract.
- (3) The facility(ies) to be supplied shall be served by PWC standard overhead transmission or distribution lines at standard PWC voltage, and the equipment shall be installed only on PWC's side of the POD.
- (4) PWC shall install, own, operate, and maintain all lines and equipment located on its side of the POD. It shall also furnish and install the necessary meter, and meter transformers where necessary, for measuring the electricity used or consumed, though such meter will usually be located on Customer's side of the





POD. When the Customer requests PWC to supply electricity to a single Premises in a special manner requiring facilities over and above those normally provided by PWC, such additional facilities will be provided by PWC at its discretion, if PWC finds it practicable, under the following conditions:

- a. The facilities will be of a kind and type normally used by or acceptable to PWC and will be installed at a place and in a manner satisfactory to PWC.
- b. The Customer will pay to PWC a Monthly Facilities Charge of 1.3 percent (1.3%) of the estimated original installed cost and rearrangement cost of all facilities required, including metering, in addition to those PWC would have provided, but not less than twenty-five dollars (\$25) per month.
- c. If PWC increases its investment, other than replacement of existing equipment with equipment of equal capacity and kind, in facilities necessary to supply PWC's special electric requirements (including conversion of the primary voltage to a higher voltage), the monthly charge for providing the additional facilities will be adjusted at that time. The Customer may terminate the additional facilities in accordance with the applicable termination provisions or continue the additional facilities under the changed conditions.
- d. In lieu of the Monthly Facilities Charge of 1.3 percent (1.3%), the Customer may elect to make a lump sum payment in an amount specified by PWC for the additional facilities. After such payment, the Monthly Facilities Charge for the additional facilities will be half of one percent (0.5%) of said payment, if applicable.
- e. When the Customer desires more than one (1) POD to a single Premises at one (1) or more voltages with a meter installation that is acceptable to PWC to obtain the total kilowatt hours and simultaneous kilowatts of demand, PWC may, in its discretion, furnish such electricity under the applicable terms and conditions of the UPA, as amended. Meter aggregation in order to qualify to take electricity on a particular rate schedule by combining the maximum fifteen (15) minute demands of multiple meters during a billing month shall be permitted only by written agreement between the Customer and PWC based upon the Customer's electric configuration and other relevant arrangements. In case of a primary meter installation, the installed cost of metering equipment will not be included as additional facilities, nor will the metering equipment be compensated for line or transformation losses.

- f. PWC shall not be required to make such installation of facilities in addition to those normally provided until the Customer has signed such agreements, including provisions for termination, as may be required by PWC.
- (5) The installed cost of Extra Facilities shall be the original cost of materials used, including spare equipment, if any, plus applicable labor, transportation, sales tax, engineering, and general expenses, all estimated if not known. The original cost of materials used is the current market price of the equipment at the time the equipment is installed, whether said equipment is new or out of inventory.
- (6) "Extra Facilities" shall include the installed cost of meters appropriate for the voltage delivered to the customer. Upon mutual agreement between the Customer and PWC, demand and energy may be metered at primary voltage, without compensation for transformer loss and without inclusion of any part of the metering cost as an Extra Facility. When Extra Facilities furnished include additional equipment, such as a voltage regulator or capacitors, metering equipment shall be installed on PWC's side of the regulator or capacitors, or, if this is not feasible, the meter shall be compensated so as to include registration of the additional equipment's losses.
- (7) When the facilities requested by the Customer are required to deliver utilities at either more than one (1) POD on the Premises, or more than one (1) voltage, or both, the Extra Facilities charge may apply in the exercise of PWC's reasonable discretion, depending upon the specific nature of the Customer's facilities and arrangements. The installed cost of the Extra Facilities, on which the monthly Extra Facilities charge is based, shall be the difference between the installed cost of the facilities made necessary by the Customer's request, and the installed cost of the facilities that PWC would furnish without cost to the Customer to serve the total contract demand under its standard contract.
- (8) PWC shall have the option of refusing requests for Extra Facilities if, at PWC's discretion, the requested facilities are not feasible or may adversely affect PWC's service to other customers. PWC will have the option of installing Extra Facilities at the Customer's expense to mitigate any adverse effect that the Customer's load is reasonably expected or found to have on the service to other customers. This may include, but is not limited to, harmonics generated by the Customer and flicker caused by fluctuating or intermittent loads.
- (9) UPA and other contracts containing the Extra Facilities clause shall have a minimum original term of at least five (5) years and will continue year to year thereafter. PWC may require payment of removal costs in contracts with original terms of ten (10) years or less. PWC may also require advance payment

of the Extra Facilities charge for a period equal to one-half the original term of the contract.

- (10) PWC will not provide sub metering of electric utilities to any customer after April 30, 2018.
- (11) For Customers requiring off-site subdivision, transmission, and/or point-of-delivery upgrades for their interconnection and receipt of service, such Customer in addition to any Extra Facilities Charges, shall be required to execute any necessary additional contract(s) or contract terms with PWC to appropriately allocate the cost of such upgrades, with such provisions that, in PWC's discretion, are necessary to protect and hold harmless other customers from risks arising from the construction of such upgrades necessary to serve the projected demand of the Customer.

Customers for whom PWC is furnishing Extra Facilities under contracts made prior to July 1, 2004 shall be exempted from all provisions of this Extra Facilities clause until such time as their contracts expire, are terminated by the Customer, or are terminated by PWC for reasons not related to the furnishing of Extra Facilities.

If existing Extra Facilities must be modified or replaced, as requested by the Customer, the installed cost of Extra Facilities, on which the monthly Extra Facilities Charge is based, shall be the installed cost of existing equipment, plus the installed cost of new additions, less the installed cost of equipment removed. The installed cost of existing equipment shall be the same installed cost used for said equipment immediately prior to the modification or replacement. The installed cost of new additions shall be the current market price of said new additions at the time the new additions are installed. The installed cost of equipment removed shall be the same installed cost used for said equipment immediately prior to removal.

## **8. DEPOSITS**

- A. Establishment of Credit** PWC requires each applicant for utilities (electricity, water and/or sanitary sewer service) to establish adequate creditworthiness for the payment of sums accruing under the UPA based on the applicant's credit rating. Establishing adequate creditworthiness limits PWC's uncollectible accounts and thus minimizes the losses that ultimately are borne by all of PWC's customers. PWC's deposit requirements are based strictly on credit risk. PWC does not take into account the Customer's location or the ownership status of the Premises when assessing credit risk.

If a deposit is required based upon the credit rating of an applicant seeking to become a Residential Customer, the deposit will be computed based upon two (2) times the average monthly usage of the prior occupant of the site at which the applicant is seeking to establish service from PWC. If residential usage data is unavailable or outdated, as

determined by PWC in its discretion, the deposit for electricity will be computed based upon two (2) times the monthly estimate of one thousand two hundred (1,200) kWh at the applicable rates and charges and for water consumption and sanitary sewer service at two (2) times the currently applicable estimated average monthly household water consumption and wastewater usage at the applicable rates and charges in effect at the time the service is connected.

If the usage history is unknown for an applicant seeking to become a Nonresidential Customer, PWC shall determine the required deposit based on available information, including, but not limited to, the size of the building(s) to be served, the type of equipment to be installed, and the type of business to be conducted on the Premises.

If an existing Customer fails to maintain a Good Credit History at any time, then the Customer will be required to deposit an amount set to cover the estimated cost of two (2) times the Customer's average monthly utility consumption and usage, net of any existing Customer deposit with PWC that is already on hand.

Establishment of credit, including payment of a deposit by the applicant, neither relieves the applicant of the obligation to pay utility bills when due nor deprives PWC of the right to terminate utilities for non-payment of such bills. An existing applicant who has demonstrated to be a credit risk will be required to establish and/or re-establish a deposit.

Customer deposits must be cash or cash equivalents, such as personal checks for which sufficient funds are available, certified checks, cashier's checks, and money orders, or a financial instrument that PWC, in its discretion, accepts as sufficient to secure the payment of utility bills, such as a Letter of Credit.

An existing applicant who has an outstanding debt with PWC must pay all such debt in full before utilities can be reestablished.

**B. Deposit Refunds** Deposits made to PWC by applicants will be reviewed and refunded for services if the following actions occur:

- (1) PWC will undertake a monthly review of its customer deposit accounts and automatically refund the deposit of any Residential Customer who, immediately prior to the refund date: (1) has maintained at least thirty-six (36) consecutive months of service with PWC, (2) is not currently delinquent in the payment of bills, and (3) has maintained Good Credit History with PWC for at least the twelve (12) consecutive month period immediately preceding the refund. Deposit refunds will be made in the form of credits to the succeeding bills for service. Nonresidential Customer deposits will be kept until the service is discontinued unless express written consent is obtained from PWC's General Manager.



- (2) Upon discontinuance of service PWC will automatically refund that portion of the Customer's deposit which is in excess of any unpaid bills for service. Transfer of service within PWC's territory from one Premises to another shall not be considered a discontinuance of service.

## 9. CUSTOMER SERVICE FEES AND CHARGES

### A. Service Charges

- (1) Initial Service Connection Charge ("the Connection Charge"). A nonrefundable initial service connection charge will be assessed when PWC first supplies electricity, water, and/or sanitary sewer service to the Customer under any applicable rate schedule (either separately or in combination). A Customer transferring such service from its present location to another location will be assessed the same initial service connection charge as a new customer. There will be no charge for discontinuing services. Applicable initial service connection charge amounts are:

During PWC's normal business hours .....\$30  
Outside PWC's normal business hours.....\$30

- (2) Interest. Interest of twelve percent (12%) per annum will be assessed to the Customer on the balance due that is unpaid. Interest shall accrue daily during the period that the balance due remains unpaid, except during the specified period on the Customer's invoice in which an applicable balance may be paid timely.
- (3) Attorney's Fees. Upon Customer's failure to timely pay the balance due, PWC may employ an attorney to enforce its rights and remedies. Customer hereby agrees to pay to PWC its reasonable attorney's fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance due and owing to PWC, plus all other reasonable expenses incurred by PWC in exercising any of its rights and remedies upon the Customer's failure to make timely payment in full to PWC, and the bills from PWC shall serve as evidence of indebtedness for purposes of G.S. 6-21.2.
- (4) Additional Service Charges. When the Customer fails to pay bills when due and payable or service is terminated or for any other breach of the UPA by the Customer, the following charges shall apply:

Late Fee Assessed once on the principal balance immediately after the last day on which a bill may be paid timely ..... 4%  
Reconnect Fee during Normal PWC Business Hours.....\$30  
Reconnect Fee after Normal PWC Business Hours.....\$30



Returned Check/Returned Bank Item** .....	\$25
Court Costs.....	Actual Fees
Install Valve and Valve Box for Sewer Only Accounts .....	\$2,570
Consumptive Loss Application Fee .....	\$515
Charge for Unauthorized Meter Pull Resulting in an Outage Notification .....	\$60

\*\* The Returned Check/Returned Bank Item charge applies to Customers, persons and entities who are seeking to become Customers, persons and entities who have been Customers, and any other person and entities who incur charges or fees due under these Service Regulations and Charges.

- B. Temporary Service Charge** In addition to the charges for metered electricity imposed pursuant to Section 6.A.2., when temporary utilities are provided by PWC to developers, builders, or other persons and entities purchasing electricity from PWC on a temporary basis, the following one-time set-up charges will apply:

Temporary Underground Charges: .....	\$215.00
Temporary Overhead Charges: .....	\$275.00

If a Customer needs PWC to construct facilities for temporary service that will not be needed for permanent service, the additional Construction Cost for the installation to be paid by the Customer will be determined by PWC based on estimated construction costs.

- C. Meter Testing Fees** Meters are inherently very accurate instruments. They are tested by the manufacturer and by PWC, both upon receipt and at intervals after installation. PWC will conduct additional meter tests upon Customer request provided:

- (1) The Customer schedules a definite date and time for testing and accompanies PWC's representative to the PWC Meter Shop to witness the test; and
- (2) The Customer pays to PWC the:
  - a. Testing fee of twenty-five dollars (\$25) for each electric meter tested wherein accuracy falls within limits established by ANSI.
  - b. Testing fee of forty dollars (\$40) for each water meter tested wherein accuracy falls within limits established by AWWA.

The Customer shall not be obligated to pay the testing fee if meter testing confirms a Meter Error, in which event the Customer's balance due is subject to adjustment in accordance with the terms of these Service Regulations and Charges.

- D. Special Services Fee** PWC provides assistance to its customers and potential customers for the provision of electricity, water, and sanitary sewer services following the





guidelines established in the Service Regulations and Charges as usual and customary and following best industry practices. In the event the Customer requests or needs ancillary services or any assistance that exceeds PWC's usual and customary service (but reasonably relates to the provision of electricity, water, or sanitary sewer services) or the Customer's action(s) necessitate the rendering of such service and PWC provides such ancillary or additional services to the Customer, the Customer will be liable for and billed for such additional services at PWC's Actual Cost.

- E. Damage Fee** PWC shall charge for all labor, materials, equipment, and all other actual costs necessary to repair or replace equipment damaged due to negligence and/or interference with, meter tampering or bypassing, or reconnecting service without authority. PWC may charge for all applicable fees and actual costs necessary to correct service diversion or unauthorized taps where there is no equipment damage, including incidents where service is reconnected without authority. An itemized bill of such charges may be provided to the Customer. In accordance with the provisions of G.S. 14-151, interfering with electric meters is a criminal offense, and it is the policy of PWC to aggressively identify, prevent, deter, and stop all activities involving or relating to theft of service, including but not limited to, referring any such activities to the appropriate county authority for investigation and/or criminal prosecution.
- F. System Impact Study Fee** PWC shall charge for all labor, materials, equipment, and consulting costs necessary to conduct a system impact study for electric, water, and/or wastewater services regarding the addition of a new or expanding Customer to PWC's system. An electric Customer requiring 10MW or more or a water/wastewater Customer requiring 200,000 gallons per day or more would be subject to this fee; and more should the scope of inquiry require further resources or studies due to higher complexity. All fees associated with the System Impact Study shall be credited to the Customer's account after one (1) year of service. The Customer is required to complete PWC's Request for Information (RFI).

Electric System Impact Study Fee: .....\$50,000.00

Water/Wastewater System Impact Study Fee:.....\$20,000.00

## **10. ELECTRIC FEES AND CHARGES**

- A. Electric Service Extension Charges** PWC will extend electric service, upon request, in accordance with the terms of an extension agreement between PWC and the Customer or property developer consistent with PWC's standard procedures. Fees and charges for such extension are set forth below.
- B. Cost Estimates** For determining the amount of any charges required from the Customer under the provisions of Section, estimates of the cost of the Company's facilities shall be made in accordance with the Company's current engineering and construction practices

and shall be based on the appropriate conductor and transformer capacity required for the electrical load specified by the Customer. If a detailed engineering study is necessary to determine the estimated cost of the requested installation, the Customer requesting the study shall pay the estimated cost to perform the detailed engineering study prior to the commencement of the study. If the Customer accepts and implements the results of the study, the cost of the study will be credited against any charge required from the Customer or refunded to the extent that a contribution in aid of construction is not required. If the Customer does not agree to proceed with the installation of facilities and pay any applicable contribution in aid of construction within one (1) year of the date of the study, the cost paid for the study shall not be refunded to the Customer.

### **C. Permanent Extensions**

- (1) PWC will construct, own, operate, and maintain an overhead or underground service extension to the normal POD at its expense up to the point where its Construction Cost (less the cost for Electric System Improvement) exceeds the Customer's Revenue Credit where:
  - a. Construction Cost is the estimated installed cost of PWC's facilities to the normal POD(s);
  - b. Electric System Improvement is construction which enhances the electric system in serving existing and/or future loads; and
  - c. Revenue Credit is the estimated net energy revenue received from the Customer during the first five (5) years of service.
- (2) The Customer requesting an extension will be required to make a non-refundable contribution in aid of construction where the Construction Cost (less the cost for Electric System Improvements) is in excess of the Customer's Revenue Credit. Such contribution will be equal to the difference between the net Construction Cost and the Revenue Credit.
- (3) PWC will be compensated at cost by any Customer requesting service beyond the normal POD or any Customer requiring non-standard installation procedures.

**D. Temporary Extensions** In situations where the Customer requires temporary (up and down) electric service extension for construction purposes, PWC will require a non-refundable contribution, in addition to the temporary service charge described above, paid in advance by the Customer to PWC to cover the costs of construction which will not become a part of the permanent service.



**E. Service Conversions** At the request of the Customer and where applicable, PWC will replace an existing overhead residential electric service with an underground service. The Customer will be required to pay the following:

- (1) An overhead service conversion charge of one thousand three hundred and forty-five dollars (\$1,345) plus excess construction costs, where applicable. Excess construction costs shall be computed as sixteen dollars and ten cents (\$16.10) per linear foot of underground conductor in excess of one hundred (100) feet and/or sixteen dollars and ten cents (\$16.10) per linear foot for boring; or,
- (2) If the Customer's load has grown to the point where replacement of the overhead conversion service is necessary, there will be no charge and the replacement underground service will be evaluated as a new service.

**F. Area Lighting** PWC offers to Customers the option to purchase area lighting service consisting of a luminary owned, installed and maintained by PWC. The monthly rates for such service are stated on Rate Schedule LED. The basic contract terms as well as charges for additional facilities as needed or requested are described below.

The Customer obtains area lighting by completing an Area Lighting Installation Contract with PWC. If the lighting facility is already in place, the standard monthly rates will apply and there will be no additional charges. If the lighting facility is to be installed on an existing PWC distribution pole, the Customer must sign a three (3)-year contract. If the lighting facility requested is to be installed on a location other than an existing PWC distribution pole, the Customer will pay additional charges based on either of two (2) options, in addition to the terms of the Area Lighting Installation Contract. If the Customer's service is disconnected for non-payment, the Early Termination Fee will apply.

The following charges apply when the Customer requires the installation of an additional pole up to a thirty-five (35) foot wood pole and fifty (50) foot of overhead wire and elects to be surcharged monthly per pole.

Additional Facilities..... \$4.50 per month per pole

(If other additional facilities are required, the Customer may have an additional upfront charge).

If the Customer does not elect to be surcharged monthly, or chooses the installation of a pole other than the standard wood pole, the charges listed below will be assessed on a one (1)-time basis when the lighting facility is requested:



- (1) If the Customer requires or requests underground service to an area lighting facility, the Customer must pay an assessment of sixteen dollars and ten cents (\$16.10) per linear foot of underground conductor and sixteen dollars and ten cents (\$16.10) per linear foot for boring, if necessary. There may be additional charges imposed on the basis of estimated Actual Cost when unusual soil conditions are encountered.

- (2) The following installation charges, per pole, may be assessed prior to the installation of area lighting:

Wood Pole (30 foot/Class 5 Pole).....	\$510
Secondary, Lift Wood Pole.....	\$465
All Other Poles.....	Per Estimate

- (3) The charges stated below are assessed when a Customer requests relocation of the lighting facility following initial installation.

Relocation of pole after initial installation.....	\$255
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**G. Street Lighting** The installation of PWC-standard lighting poles in an underground development as requested by a developer or additional poles requested by a local government unit as required to meet the applicable IES Roadway Lighting Standards for the right(s)-of-way owned by such local government unit, will be installed by PWC at no charge. However, the installation of poles other than PWC's standard lighting poles, which are constructed of wood or fiberglass, for such lighting will require the requesting party, whether a developer or local government unit, to pay PWC a one (1)-time non-refundable charge based on the estimated cost differential between the requested installation and the installation of PWC-standard poles. In the event a local government unit or other legal entity requests any other form of street lighting, including street lighting in or along rights-of-way for which lighting is not required to meet applicable IES Roadway Lighting Standards, the requesting local government unit or other legal entity must pay a one (1)-time non-refundable charge for the full installation cost of such lighting.

The Community Street Lighting charge provides illumination of community public streets located inside the corporate limits of the City of Fayetteville. It specifically enhances the safety of both pedestrians and vehicular traffic. As outlined in the Customer's appropriate rate schedule, this charge will be applicable to all electric meters except for the Buy All Sell All rider.

A Customer may contract for installation and maintenance of additional lighting facilities. These facilities charges shall be in addition to the monthly Community Street Lighting charge.

- (1) Contract Street Lighting is for installation and maintenance of lighting facilities along public roadways located outside the corporate limits of the City of Fayetteville. This lighting service is available to homeowners, homeowner associations, mutual customer groups, and developers who petition PWC for this lighting service and enter into a contract with PWC for this service. A minimum of six (6) electric meters are needed to execute this contract. As set forth in the contract, this monthly charge will be billed per the Customer's applicable rate schedule.
- (2) Contract Private Lighting is available for entities that request the installation and maintenance of lighting facilities in residential parking lots, common areas, and along private streets. This service is available both inside and outside the corporate limits of the City of Fayetteville to homeowners, homeowner associations, mutual customer groups, and developers who enter into a contract with PWC for this service. A minimum of six (6) electric meters are needed to execute this contract. As set forth in the contract, this monthly charge will be billed per the Customer's applicable rate schedule.
- (3) Contract Area Lighting is for the installation and maintenance of area lighting facilities at specific locations as requested by an individual or company. Each individual or company must enter into a contract with PWC for these installations. A monthly rate will be charged for each lighting unit per the Area Lighting Service Schedule.

#### **H. Cost Recovery for Demand-Side Management and Energy Efficiency Measures**

Customers classified as (1) Industrial according to the North American Industry Classification System (NAICS), or (2) Nonresidential Customers that use more than one million (1,000,000) kWhs annually, may choose to apply to opt out of contributions toward PWC's Demand Side Management or Energy Efficiency (DSM/EE) programs funded through the NC Renewable Energy Programs (REPS) rider rate. Industrial Customers may not include any meter that is for a site/building not classified as 'industrial' based on the NAICS. Nonresidential Customers may not aggregate meters to reach the one million (1,000,000) kWh qualification requirement. Each meter is considered independent.

Applications to opt out of the DSM/EE programs must be received by PWC during the January enrollment period. To meet Opt Out Program eligibility criteria, the eligible Customer must demonstrate that it has adopted, or will adopt within the next twelve (12) month period, a significant DSM/EE program. If an eligible Customer is approved for the Opt Out Program, and the usage rate falls below one million (1,000,000) kWh or fails to meet any PWC or NCUC requirements in any twelve (12) month period, PWC reserves the right to remove the Customer from the Opt Out Program. The Customer may choose to re-apply once usage requirements are met. Customers who are approved for the Opt Out Program, but then decide to opt back in to PWC's DSM/EE programs:



- (1) Are prohibited from applying for the Opt Out Program for a five (5) year period from the date they opt back in;
- (2) Must have initiated a new DSM/EE program different than the one used for the prior opt out request; and
- (3) Must submit a new Opt Out Program Application.

All DSM/EE program costs will reside in the REPS Rider account. Approved Customers choosing the Opt Out Program will have their bills reduced by the current REPS charge being billed by PWC. The Opt Out enrollment period will be the calendar month of January each year. Applications received outside this time period will be held for consideration during the next enrollment period. For approved Customers, Opt Out rates will be effective starting July 1<sup>st</sup> following the enrollment period.

- I. Rooftop Solar Interconnection** Customers installing a photovoltaic system connected to the PWC grid must acknowledge compliance with the Solar Panel Interconnection Packet guidelines and submit a Standard Interconnection Agreement and Solar Panel Interconnection Application. A Standard Interconnection Application Fee or Processing Fee for Transfer should be made payable to PWC in advance of the solar installation or transfer of ownership.

Standard Interconnection Application Fee (20 kW, or less).....\$200.00  
Processing Fee for Transfers of Qualifying Facility Ownership .....\$50.00

## **11. WATER AND SANITARY SEWER FEES AND CHARGES**

- A. Utility Extension Permitting and Charges** For areas in the FMIA that are requesting sewer service and have pending action by the City of Fayetteville to be annexed into the corporate boundary of the City of Fayetteville, the permitting process can begin; however, the permit for sewer service will not be issued until action to approve a valid annexation petition for the property/area seeking service has been taken by the City of Fayetteville or the City of Fayetteville issues a waiver from the annexation requirement.

PWC will not be responsible for issuing permits for the work to be performed by utility systems outside of PWC's utility service area that connect to PWC's system, but PWC shall review all plans and specifications and issue approval prior to submission to the State for permitting. The submittal of the permit applications will be in accordance with the minimum requirements as established by the State of North Carolina, the Local Permitting Authority delegated to PWC by the Environmental Management Commission, and the City of Fayetteville's Local Permitting Ordinance. Detailed requirements for plans, permits, encroachments, easements, specifications, and other applicable information will be provided by PWC upon written request.





A utility extension charge will be imposed on the benefited requesting party(ies) to recover the Actual Cost of water and sewer lines installed by PWC along the perimeter of the one or more Premises of the requesting party(ies) to deliver utilities to serve the requesting party(ies). PWC will extend water lines and sanitary sewer service to new developments (including subdivisions) and existing structures and developments within and outside the limits of the City of Fayetteville in accordance with the following guidelines:

Applicants for one (1) or more utilities from PWC who require utility system extensions in order to access the utilities must submit a written request to PWC for its approval. If PWC will be responsible for the construction of the utility extension, a written agreement between PWC and the requesting party(ies) that provides for reimbursement to PWC of the utility extension charge must be executed before PWC will accept any obligation to construct the requested utility extension. For systems constructed by the requesting party(ies) or any third party, PWC will only allow connections to PWC's water and/or sanitary sewer system when the system to be connected is installed in accordance with PWC's standards and transferred to PWC to own and operate. For new development in the FMIA, PWC will make available sanitary sewer service after the Fayetteville City Council has approved an annexation petition, for the property or area seeking service, for annexation into the City of Fayetteville. PWC will also make available such sanitary sewer service in the FMIA when the Fayetteville City Council has waived the foregoing annexation requirement. PWC will make such sanitary sewer service available pursuant to its policies and in accordance with site plans and subdivisions approved by the City of Fayetteville as being consistent with the City's development regulations, policies, and ordinances. Water and/or sanitary sewer system connections to PWC will be allowed for new development in the PWC Sewer Service Area by making a formal application to PWC and following all the procedures as required, such as applying for an appropriate permit for utility installation through PWC.

System connections to PWC will be allowed for Rural Water Districts with an appropriate wholesale meter installation, including backflow prevention devices, separating PWC's utility system from the Rural Water District system. PWC would not typically take ownership of the infrastructure in the Rural Water District but may own main line extensions within the district to serve the district or for backup to the PWC system. If a Rural Water District has not installed infrastructure, PWC may, upon request, extend its water system into the district and serve the individual customers in a specified area. The extension to serve individual customers within the Rural Water District may be designed to meet rural water standards as approved by PWC and would be owned by PWC. Rural water standards are not designed to provide fire protection.

Except as otherwise provided herein or agreed by PWC in writing, each main line utility extension shall be placed within or along "publicly maintained" street rights-of-way or permanent easements such that PWC has unrestricted access to the main line utility

extension and all appurtenances thereto. "Publicly maintained" shall be defined as NCDOT SR numbered roads, NC or US numbered highways, or city streets which are eligible for Powell Bill Funds. Main line utility extensions are allowed in and along private streets only if the private street is owned and maintained by an established Homeowner's Association (or other equivalent organization) where appropriate easements have been granted to PWC.

The site developer to which one (1) or more main line utility extensions are to be extended shall engage, at the developer's expense, a Professional Engineer, registered in the State of North Carolina and competent in this field of practice, to oversee field surveys and prepare plans and specifications for each utility in accordance with rules, regulations, and specifications of the State of North Carolina and PWC. Fire hydrants in single family residential developments in the City of Fayetteville, in the FMIA, and in the PWC Sewer Service Area shall be a maximum of five hundred (500) feet from any residence unless otherwise approved in writing by PWC. Fire hydrant spacing for Non-single Family residential areas in the City of Fayetteville, in the FMIA, and in the PWC Sewer Service Area, shall be established on a case-by-case basis. In instances where water mains are not available, PWC may consider installation and operation of a well system or other alternative means to serve the new development. Except as otherwise agreed by PWC in writing, the developer shall pay one hundred percent (100%) of the cost of water and sanitary sewer main line utility extensions (labor and materials), including fire hydrants and valves, based on the size of the main line utility extension required to serve the new development. PWC standards define an eight (8) inch water main and an eight (8) inch sanitary sewer main as the approved minimum size.

If PWC determines there is a need to increase the size of the water and/or sanitary sewer main line utility extensions to a size larger than that required to serve the new development, PWC may require the larger main line utility extensions to be installed, in which case PWC will bear one hundred percent (100%) of the incremental cost of such main line utility extensions larger than the size required of the developer. If gravity sewer is not reasonably available to the new development, the developer shall pay one hundred percent (100%) of the cost of a sanitary sewage lift station and force main, if such is required, plus the land or cost of the real estate required for the lift station, unless otherwise agreed by PWC in writing. The lift station must be built to PWC standards. PWC will take ownership of all such facilities, real estate, easements, and ancillary equipment upon final acceptance and be responsible for all future maintenance of the lift station, except as otherwise specified in the contract between PWC and the developer. If PWC determines there is a need to increase the size of the lift station and/or force main to a size larger than that required to serve the new development, PWC may require the larger lift station to be installed, in which case PWC will bear one hundred percent (100%) of the incremental cost to increase the size of the lift station. Parallel water and/or sanitary sewer mains may be required to be installed along multi-lane highways when deemed necessary and approved by PWC. PWC will reimburse the developer all reasonable incremental additional construction costs incurred by the developer to install



additional parallel mains that PWC requires the developer to install and reasonable incremental costs incurred to accommodate the additional parallel mains to be installed by PWC. When the developer pays for water and/or sanitary sewer main line utility extensions, main connection charges will be waived for all individual connections within the developer's project, and lateral construction tap charges shall apply only if individual lateral construction taps to the main line utility extensions are installed by PWC.

To request new utility service connections, a formal written request must be made to PWC and all required procedures must be followed. A written agreement may be developed based on the service request for execution by the applicant and PWC.

Service connections will be allowed for existing development in the City of Fayetteville. A written agreement may be developed based on the service request for execution by the applicant and PWC. For existing development with new or expanded service in the FMIA, PWC will make available sanitary sewer service after the Fayetteville City Council has approved an annexation petition, for the existing development seeking new or expanded service, for annexation into the City of Fayetteville. PWC will also make available such new or expanded sanitary sewer service in the FMIA when the Fayetteville City Council has waived the above annexation requirement. PWC will make such sanitary sewer service available pursuant to contract and in accordance with site plans and subdivision approved by the City of Fayetteville as being consistent with the City's development regulations, policies and ordinances. The above annexation requirement does not apply to a single-family homeowner who requests service from an existing sanitary sewer main when the homeowner's lot is not contiguous to a corporate boundary of the City of Fayetteville. In such case, PWC will make available sanitary sewer service to such homeowner without the requirement of annexation or waiver thereof.

Requests for service connections and main line utility extensions for water and/or sanitary sewer connections for existing development in the PWC Sewer Service Area must be made by submitting a formal request to PWC and following all the procedures as required. A written agreement may be developed based on the service request for execution by the applicant and PWC. The applicant is responsible for paying applicable main connection and lateral construction tap charges, plus any other standard fees associated with establishing a new service connection to the PWC utility system. When a developer pays for water and/or sanitary sewer main line utility extensions, connection charges will be waived for all individual connections within the developer's project, and lateral charges shall apply only if individual lateral connections to the main lines are made by PWC.

For water and sanitary sewer main line utility extensions in the City of Fayetteville, in the FMIA, and in the PWC Sewer Service Area areas, not to include new development, one hundred percent (100%) of the cost of water and sanitary sewer extensions, including fire hydrants and valves, based on eight (8) inch water mains and eight (8) inch sanitary sewer mains (the minimum approved sizes) must either be paid by the applicant(s) or



handled through an assessment on the benefited property ordered by the Fayetteville City Council. PWC will require installation of water and sanitary sewer mains of a size it deems necessary and, subject to availability of funds, PWC will bear one hundred percent (100%) of the incremental cost of such main line utility extensions larger than the size defined above. If gravity sewer is not reasonably available, the applicant shall pay one hundred percent (100%) of the cost of a sanitary sewage lift station and force main, if such is required, plus the land or cost of the real estate required for the lift station. The lift station must be built to PWC standards. PWC will take ownership of all such facilities, ancillary equipment, real estate, and easements upon final acceptance.

The provision of water and sanitary sewer utilities by PWC is based on the following criteria:

- (1) As a condition of acceptance prior to dedication to PWC for ownership and maintenance, all water and sewer utility services shall be built to PWC standards.
- (2) All plans and specifications shall be approved by PWC and permitted through PWC according to the North Carolina Department of Environmental Quality requirements.
- (3) No construction of PWC utilities will commence until requisite contracts with PWC have been executed.
- (4) PWC requires compliance with approved plans and specifications and reserves the right to inspect all construction.
- (5) All utilities will be dedicated to PWC by contract for ownership and maintenance, provided those utilities are in accordance with item (4) above.
- (6) PWC requires all main line utility extensions be installed the entire width of applicant/developer's property, if such utilities are capable of serving properties of others as may be deemed necessary by PWC. The existence of an available sewer manhole or water and/or sewer main stub-out shall not preclude the requirement to extend the main across the width of the property.
- (7) Master water metering may be allowed for multiple occupancy structures provided that meter locations are approved by PWC. Master metering will not be permitted where the location and size of water mains interferes with provision of adequate fire protection nor will private water or sanitary sewer services be allowed to cross under public streets.
- (8) A minimum of twenty (20) feet of road frontage (where water or sanitary sewer mains exist) is required to qualify for a PWC connection. This provision shall



not apply to Mobile Home Parks where master metering is utilized and spaces and/or mobile homes are rented on a monthly basis.

#### Requirement to Petition for Annexation

- (i) City of Fayetteville: For new development in the FMIA, PWC will make available sanitary sewer service after the Fayetteville City Council has approved an annexation petition, for the property or area seeking service, for annexation into the City of Fayetteville. PWC will also make available such sanitary sewer service in the FMIA when the Fayetteville City Council has waived the above annexation requirement. PWC will make such sanitary sewer service available pursuant to its policies and in accordance with site plans and subdivisions approved by the City of Fayetteville as being consistent with the City's development regulations, policies, and ordinances. This requirement for annexation does not apply to a residential applicant (other than multi-family dwelling units) requesting service from an existing sanitary sewer main when the lot is not contiguous to a corporate boundary of the City of Fayetteville
- (ii) Town of Hope Mills: For development of properties that are contiguous with the corporate limits of the Town of Hope Mills, or non-contiguous but within the Hope Mills Municipal Influence Area (MIA), a request for the extension of water mains and/or sanitary sewer mains to serve such areas may be approved once the applicant furnishes proof that a petition for annexation has been filed or that an annexation agreement for said property has been filed with the City Clerk of the Town of Hope Mills. The Hope Mills MIA is as defined by an interlocal agreement between the City of Fayetteville and Cumberland County executed on June 9, 2008, and as amended by the City of Fayetteville's Annexation Agreement with the Town of Hope Mills adopted August 23, 2010.

**B. Main Connection Charges** The applicant shall pay a water and/or sanitary sewer main connection charge prior to initial connection to PWC's existing system of main lines. The main connection charges are in addition to any lateral construction tap charges and meter vault and bypass charges that may apply. Main Connection Charges (also referred to from time to time as "Main Charges" or "Availability Charges") are:

#### Residential Main Connection Charge (per connection)

1-inch Water.....	\$2,480
4-inch Sewer .....	\$4,530

#### Nonresidential Main Connection Charge

Nonresidential includes Mobile Home Parks. A Mobile Home Park may be permitted one (1) water and/or one (1) sanitary sewer connection.



Water Service Main Connection Charge .....\$27.56  
per front foot (Minimum charge is \$2,480)  
Sanitary Sewer Service Main Connection Charge.....\$50.33  
per front foot (Minimum charge is \$4,530)

- C. Lateral Construction Tap Charges** A water or sanitary sewer service lateral is the installation which joins a PWC main located in a public street or PWC right-of-way and the POD prior to an initial connection or connections to the PWC system of mains. All charges include labor, equipment, and materials required for the installation of the specified pipe size(s) at a depth not to exceed ten (10) feet. Standard charges are as follows:

<u>Water Service Laterals</u>	<u>Per Installation</u>
1-inch lateral (utilize 3/4" meter unless larger size justified) .....	\$4,940
2-inch lateral (utilize 1 1/2" meter unless larger size justified) .....	\$5,170

<u>Sanitary Sewer Service Laterals</u>	<u>Per Installation</u>
4-inch .....	\$6,640
6-inch .....	\$7,490

<u>Combination Water and Sanitary Sewer Laterals</u>		<u>Per Installation</u>
<u>Water</u>	<u>Sewer</u>	
1-inch	4-inch .....	\$11,380
2-inch	4-inch .....	\$11,610
1-inch	6-inch .....	\$12,230
2-inch	6-inch .....	\$12,460

Split Water Service Laterals

1-inch (at the time of new installation of domestic lateral) .....	\$910
1-inch (existing lateral) .....	\$1,340
New 2-inch irrigation tap with jumbo meter box.....	\$7,380

Common exceptions and additions to PWC's standard lateral construction tap charges include, but are not limited to:

- (1) Charges for other depths of bury, pipe sizes, and pipe size combinations, unusually difficult construction conditions, all of which will be charged to the Customer at PWC's Actual Cost. A preliminary estimate of the Actual Cost will be provided to the Customer before the work is started.
- (2) Split Laterals. Copper or PE water service laterals may be "split" for more than one water meter. A one (1) inch water service can be split only one (1) time. Galvanized pipe or wrought iron pipe cannot be split even if it is a one (1) inch service. Meter services located in concrete or asphalt cannot be split.





**D. Water Meter Vaults and Bypass Installations** The labor, equipment, and material costs incurred by PWC in constructing water meter vaults and by-pass installations are recovered through the charges shown below:

<u>Water Service Lateral</u>	<u>Per Installation</u>
1-inch .....	No Charge
2-inch .....	\$4,450
Other sizes.....	Actual Cost

**E. System Development Fees** System Development Fees (“SDFs”) are fees that PWC imposes on New Development connecting to PWC’s water and/or sanitary sewer (wastewater) systems in accordance with Article 8 of North Carolina General Statutes Chapter 162A. SDFs are subject to change in accordance with Applicable Law. SDFs are charged in addition to the Main Connection Charge and the Lateral Construction Tap Charge.

- (1) SDFs shall be appropriately applied to all connections for New Development.
- (2) SDFs will be charged and collected in accordance with G.S. 162A-213.
- (3) SDFs will not be charged or collected for fire protection laterals or for new PWC electrical connections. Upon request, PWC will provide an applicant with written confirmation if an SDF is not applicable.
- (4) Water – Sewer System Development Fees:

- a. Residential, Nonresidential, and Wholesale (excluding multi-family dwelling units):

<u>Domestic Meter Size</u>	<u>Water SDF</u>	<u>Sewer SDF</u>
3/4”	\$ 763	\$ 1,853
1”	1,198	2,910
1 ½”	3,272	7,951
2”	4,356	10,582
2 ½”	7,628	18,533
3”	10,900	26,483
4”	21,793	52,948
6”	43,586	105,897
8”	76,279	185,328
10”	119,865	291,225
12”	151,261	367,506

## b. Multi-family Dwelling Units:

- (i) For buildings containing multi-family dwelling units in which each unit is individually metered, the SDF shall be equal to the meter size SDF specified in the foregoing Residential, Nonresidential, and Wholesale schedule multiplied by the number of meters installed to serve the units.
- (ii) For multi-family dwelling units in which one (1) meter serves more than one (1) unit, the SDF shall be the greater of: (i) the meter size SDF specified in the foregoing Residential, Nonresidential, and Wholesale schedule; or (ii) the number of units served by the meter multiplied by the per unit fee for multi-family dwelling units set forth below.

Per Unit SDFs for Multi-family Dwelling Units

Water:..... \$534 per unit

Sewer: ..... \$1,297 per unit

- (5) Sewer Only System Development Fees: For New Development that obtains water from a source other than PWC and thereafter connects to PWC's sanitary sewer service but not to PWC's water system, the SDFs will be based on the water meter size installed by a third party provider (such as, by way of example and not limitation, Aqua Water Company), but in the event the water meter information is unavailable or there is no meter, the SDFs will be based upon the 3/4" water meter as specified above for "Residential, Nonresidential, and Wholesale" Water-Sewer SDFs.

**F. Reduced Fees for Phase V Qualifying Properties** A real property parcel owner seeking to purchase water from PWC at the parcel may do so at a Reduced Fee if the parcel is deemed by PWC to be a Qualifying Property. A "Reduced Fee" means that the requirements for a new PWC water customer to pay a Main Connection Charge for the relevant water main, will be waived, but all other standard fees and charges for new PWC water customers will apply, except that the cost(s) of the standard Water Service Lateral Construction Tap and/or Meter Vault or Bypass shall be the lower of: (i) the applicable standard fees specified in Subsections C and D of this Section 11, or (ii) the actual price quoted by the water main contractor retained by PWC in the winning bid proposal submitted in response to PWC's Request for Proposals for the water main to be installed adjacent to the parcel. A "Qualifying Property" is a real property parcel that satisfies all of the following requirements, as determined in PWC's sole discretion:

- (1) The parcel is included in the area annexed by the City of Fayetteville on September 30, 2005, commonly referred to as "Phase V";

- (2) The parcel was not scheduled to receive water service from PWC as part of the Agreement between the City of Fayetteville and the Public Works Commission of the City of Fayetteville Establishing a Formal Agreement to Fund the Construction of Water and Sanitary Sewer Systems in the Annexed Area Referred to as Phase V, as amended ("Phase V Funding Agreement") either because (a) water service was already provided to the parcel as of 2005 by PWC or another municipal, private or investor-owned water supplier or, (b) PWC or another municipal, private, or investor-owned utility owned or managed facilities at or near the parcel as of 2005 that could have reasonably provided water service to the parcel;
- (3) As part of PWC's obligation to deliver water to the parcels that are included within the Phase V Funding Agreement, PWC will be installing a new water main that runs directly adjacent to the parcel for which "Qualifying Property" status is requested by a customer or prospective customer of PWC;
- (4) PWC will be able to deliver water to the parcel from the new water main without any additional incurred cost other than a standard Water Service Lateral Construction Tap and/or Meter Vault or Bypass, as described in Subsections C and D of this Section 11;
- (5) The parcel has either already been assessed or will be assessed for the extension of Sewer Service as described in the Phase V Funding Agreement by the Fayetteville City Council; and
- (6) The parcel owner timely applies to PWC for recognition of the parcel as a Qualifying Property and timely executes a water connection agreement with PWC and timely pays all applicable fees.

Even if PWC provides notice to one (1) or more parcel owners that their parcels may be Qualifying Properties, each parcel owner is solely responsible for timely applying to PWC for Qualifying Property status and executing a water connection agreement and paying the applicable fees. The time period for the application and agreement shall be set by PWC at its discretion based upon the bidding and construction schedule of the water main through which service may be provided to the parcel(s), taking into account that prior to PWC's issuance of the Request for Proposals for the water main that will be installed adjacent to the parcel, the parcel owner must execute a water connection agreement with PWC committing to purchase water from PWC beginning within six (6) months after PWC notifies the parcel owner that water delivery to the parcel is available.

**G. Service Call Fee** In the event of a sanitary sewer line clog causing a backup on a Customer's Premises, the Customer is expected to retain a licensed plumber to diagnose the cause of the clog. If the plumber determines that the clog was caused by the Customer, then the Customer shall be responsible for all costs associated with remedying

the clog, including all costs associated with the evaluation by the plumber. If the plumber determines that the clog was caused on PWC's side of the POD, then the Customer shall promptly contact PWC to inform PWC of the clog and request that PWC investigate it. If PWC determines that the clog was not caused by the Customer, then PWC will remedy the clog at no cost to the Customer, and PWC will reimburse the Customer for the reasonable costs actually expended by the Customer in hiring the licensed plumber to investigate the clog. If PWC determines that the clog was caused by the Customer, then PWC will charge the Customer a nonrefundable service call fee equal to the greater of three hundred dollars (\$300) or the Actual Cost associated with the service call and evaluation of the clog and any work performed by PWC on its side of the POD for each service call made by the Customer other than the Customer's first service call. PWC is under no obligation to, and thus will not, clean or clear any water or wastewater line(s) on the Customer's side of the POD. PWC shall not be responsible or liable for any such issues or resulting damages that occur on the Customer's side of the POD.

**H. Consumptive Water Loss Credit** A Consumptive Water Loss Credit is available for a Customer who has monthly water consumption that exceeds two hundred fifty thousand (250,000) gallons three (3) or more times during any consecutive twelve (12) month billing period. The applicable Consumptive Water Loss Credit allows the Customer to potentially reduce the sewer service costs by consenting to sewer billing being based on the volume of water actually discharged.

Billing for a Consumptive Water Loss Credit may occur as follows and after Customer submits a valid application for the applicable credit:

- (1) Meter Loss through Individual Process may be approved by PWC if Customer agrees to all of the following conditions:
  - a. Customer allows PWC to install incoming and outgoing flow meters on the process where water is being lost.
  - b. Customer pays the application fee, agrees to be billed and pay for all costs associated with the installation of all incoming and outgoing process meters, and pays a monthly Basic Facilities Charge as applicable for each meter installed at the site. Installation costs shall include labor and materials and the current cost of the meter(s) based on current market value.
  - c. The difference between the incoming and outgoing flow meters shall be determinative of the "consumptive loss." Customer shall be credited accordingly toward the Customer's sewer volume for that billing cycle.
  - d. Customer agrees that PWC may, in its discretion, revert to estimated sewer billing based on historical data in the event of a meter failure or malfunction.



- e. PWC shall retain ownership of the incoming and outgoing process meters. Any testing of the accuracy or reliability of the meters shall be done in accordance with the terms of these Service Regulations and Charges.
- (2) Total Facility Sewer Flow Measurement may be approved by PWC if Customer agrees to all of the following conditions:
- a. Customer agrees to have PWC install, at Customer's sole expense, a sewer flow meter in a location where all water discharged to the sanitary sewer flows through the metered location.
  - b. The sewer flow meter can be installed in a location that is accessible to PWC, and its employees, contractors, agents, and representatives.
  - c. Customer schedules and pays for an independent third party to calibrate the meter at least once each calendar year and provides sufficient documentation of the calibration to PWC.
  - d. Customer also agrees to schedule and pay for the meter to re-calibrated within thirty (30) days of a request by PWC based only on concerns of the accuracy of the meter, including but not limited to: (i) Increase or decrease in sewer flow greater than twenty-five percent (25%) in two (2) consecutive months; (ii) Increase or decrease in "sewer flow to water consumption" ratio greater than ten percent (10%) in two (2) consecutive months.
  - e. Customer shall notify PWC within twenty-four (24) hours of any malfunction, damage, or repairs needed to the meter.
  - f. Customer agrees that PWC may, in its discretion, revert to sewer billing from the incoming water meter or an estimated volume in the event of the failure of the flow meter's proper performance or the failure of the customer to properly maintain and submit required documentation within the specified timeframe.
  - g. Customer shall pay associated sewer surcharges based on the metered volume.

Any Customer seeking a Consumptive Water Loss Credit shall submit an application to PWC for its evaluation. PWC retains sole discretion to decide whether to approve such applications and shall do so in a reasonably timely manner. If an application is approved, PWC will notify the Customer of the decision in writing and will provide an estimated



cost of installation and the ongoing monthly Basic Facilities Charges. Customer shall pay all applicable installation fees before PWC takes any action to install the meter(s) in question.



**APPENDIX A. UTILITY PURCHASE AGREEMENT**

The Fayetteville Public Works Commission (“PWC”) and \_\_\_\_\_ (“Customer”) hereby agree that PWC shall sell and deliver and Customer shall accept and pay for the utilities from PWC selected by the Customer, which selection may be made, depending upon the Customer’s classification(s), by: (i) application, whether written or electronic; (ii) exhibit, rider, schedule, or other attachment to this agreement, all of which are incorporated herein by reference; or (iii) other means acceptable to PWC. In the absence of any such selection, the Customer’s selection shall be deemed to be all utilities from PWC for which the Customer is eligible on the rate schedule(s) that are applied most commonly to other PWC customers of the same classification(s).

The sale and delivery of utilities from PWC to the Customer and Customer’s use or consumption of such utilities shall in all respects be subject to and in accordance with all of the terms and conditions of PWC’s applicable rate schedule(s) and PWC’s Service Regulations and Charges, both of which are incorporated herein by reference.

PWC’s applicable rate schedule(s) and Service Regulations and Charges are subject to change, revision, alteration, or substitution, either in whole or in part, upon order or resolution of PWC or any other governmental authority having legal jurisdiction over such rates and regulations, and all such changes, revisions, alterations, or substitutions shall immediately be made a part hereof as though fully written herein, and shall nullify any prior provision in conflict therewith.

The delivery of utilities by PWC to the Customer is dependent upon PWC receiving all necessary easements and obtaining all necessary apparatus, equipment, and materials. This agreement shall continue in effect until terminated. The Customer agrees to pay PWC timely for all utilities delivered to, used, or consumed by the Customer until the Customer has given PWC written notice and reasonable opportunity to discontinue service in accordance with the terms of the Service Regulations and Charges, unless the parties have otherwise agreed to a specific term for this agreement.

**CUSTOMER:**

By: \_\_\_\_\_  
(Signature)

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

Fayetteville Public Works Commission

By: /s/ Timothy L. Bryant  
Timothy L. Bryant, CEO/General Manager

**APPENDIX B. STANDARD AVAILABLE VOLTAGES**

The following voltages are available and are considered standard. Other voltages and combinations of minimum and maximum loads will be reviewed at the request of the customer on a case-by-case basis.

<b><u>END USE</u></b>	<b><u>VOLTAGE</u></b>	<b><u>PHASE</u></b>	<b><u>MIN LOAD &lt;KVA&gt;</u></b>	<b><u>MAX LOAD &lt;KVA&gt;</u></b>
Residential	120/240	Single	0	167
	120/240	Three	10	500
Commercial	120/240	Single	0	250
	120/240	Three	10	750
	240/480	Single	25	167
	280Y120	Three	75	750
	480Y277	Three	75	2,500
Lg. Commercial/ Industrial	240/480	Three	50	250
	480/277	Three	150	2,500
	480 Delta	Three	300	2,500
	600 Delta	Three	500	3,750
	2400 Delta	Three	1,000	5,000
	2400Y4160	Three	1,000	5,000
	12470Y7200	Three	1,000	10,000
	24900Y14400	Three	1,000	10,000
	69000 Delta	Three	5,000	100,000

**NOTES:**

1. For service rendered for individual residential use, the voltage variations shall not exceed five percent (5%) above or below the standard base voltage (as indicated in the chart above). For example, based on one hundred twenty (120) volts, the voltage supplied will range between one hundred fourteen (114) and one hundred twenty-six (126) at the meter base.
2. For other service classifications, the voltage variations shall not exceed ten percent (10%) above or below the standard base voltage (as indicated in the chart above).
3. Customers receiving primary and/or sub-transmission service are subject to additional voltage fluctuations caused by regional service limitations on the Bulk Electric System. Delivery voltages provided by PWC are aligned with standards adopted by the North Carolina Utility Commission and American National Standards Institute (ANSI).

**APPENDIX C. WATER SHORTAGE RESPONSE PLAN**

**A. Declarations** The Chief Operations Officer of PWC's Water Resources Division (COOWR) is responsible for continually monitoring the water supply, water demands, and area conditions. Based upon any one (1) or more of the triggers detailed below, the COOWR shall notify the General Manager that water conservation measures be implemented or modified and recommend a conservation stage be implemented or modified. Upon such notification, the General Manager shall be empowered and shall declare and implement conservation stages I and II. In instances in which declaration and implementation of stages III and IV are warranted or required, the General Manager shall notify the PWC's Board of Commissioners, who, upon voting in favor of such declaration, shall issue a resolution declaring the implementation of a water conservation stage III or IV. PWC shall notify local government agencies and Consumers of the water restrictions through a public awareness campaign using any or all of the following strategies:

- (1) Local daily newspaper for two (2) consecutive issues or weekly as long as conditions persist;
- (2) Public service announcement via local radio and government access television channel;
- (3) Signs posted in city hall, the courthouse, and PWC's offices;
- (4) Website; and
- (5) Water bills; and any other means as appropriate for the shortage situation.

Notifications will include but not be limited to the description of the conservation stage and the conservation measures adopted. Any changes to the Water Shortage stage will be announced through the same methods used to publicize the implementation of the stage and any other means PWC deems appropriate. Once a conservation stage is declared or changed, the conservation stage shall remain in effect until lifted by the declarer.

**B. Water Conservation Measures** It shall be mandatory for every Consumer to comply with the following schedule for the irrigation of outdoor landscaping (such as grass, shrubbery, trees, flowers and vegetable gardens) on a year-round basis:

- (1) For addresses that end in the number 1, 3, 5, 7 or 9 watering of lawns, grass, shrubbery, trees, flowers and vegetable gardens using an automatic irrigation or sprinkler system or hose end sprinkling device shall only be done on Sunday, Tuesday and Thursday. For addresses that end in the number 0, 2, 4, 6 or 8 watering shall only be done on Saturday, Monday and Wednesday.

Notwithstanding the foregoing restrictions: (a) a person regularly engaged in the sale of plants shall be permitted to use water for such purposes at any time or any day; and (b) for new sod, seeded lawns or planted landscapes, a Consumer may water any day of the week as necessary to establish the new plantings for a period of thirty (30) days following the planting.

- (2) These measures shall remain in effect unless state II, III or IV has been declared. If a state II, III or IV declaration is made, the restrictions therein supersede the conservation measures in this section.

The owner or occupant of any land or building which receives water from PWC and also utilizes water from a well or supply other than that of PWC, shall post and maintain in a prominent place thereon a sign furnished by PWC, giving public notice of the use of the well or other sources of supply. In addition, all Consumers should attempt to conserve Treated Water at all times. Consumers may refer to PWC's water conservation guidelines for tips and information on various water conservation measures.

**C. Water Conservation Stage I – Water Shortage Alert** When a Water Shortage alert is declared, Consumers should begin limiting (or further limiting, as applicable) the following uses where reasonably feasible:

- (1) Outdoor use for landscape irrigation.
- (2) Washing of automobiles, trucks, trailers, boats, airplanes, or any other type of mobile equipment.
- (3) Washing of outside areas such as streets, driveways, service station aprons, parking lots, office buildings, exteriors of existing or newly constructed homes or apartments, and sidewalks.
- (4) Introduction of water into any pond, ornamental fountain, pool, or other structure.
- (5) Use of water from public or private fire hydrants for purposes other than fire suppression, public emergency, or PWC need.
- (6) Use of Treated Water for dust control or compaction.

**D. Water Conservation Stage II – Water Shortage Warning** When a Water Shortage warning is declared, the following Mandatory Conservation measures shall be in effect:

- (1) For addresses that end in 1, 3, 5, 7 or 9 watering of lawns, grass, shrubbery, trees, flowers and vegetable gardens using an automatic irrigation or sprinkler system or hose end sprinkling device shall only be done on Sunday and

Thursday. For addresses that end in the number 0, 2, 4, 6 or 8 watering shall only be done on Saturday and Wednesday. Notwithstanding the foregoing restrictions, a person regularly engaged in the sale of plants shall be permitted to use water for such purposes at any time or any day.

- (2) Treated Water shall not be intentionally wasted.
- (3) All Consumers shall reduce consumption to any degree feasible with a goal of reduction of at least ten percent (10%) of typical consumption. It is the primary responsibility of each Consumer to meet its mandated water use reduction in whatever manner possible, including limitation of operating hours or days, if necessary.

**E. Water Conservation Stage III – Water Shortage Emergency** In the event of a Water Shortage Emergency, the following Mandatory Conservation measures shall apply:

- (1) Watering or sprinkling any lawn, grass, shrubbery, trees, or flowers with Treated Water using an automated irrigation or sprinkler system or hose end sprinkling device is prohibited. Watering is permitted only by a hand-held hose with a spring-loaded nozzle, by container, or by installed drip type irrigation. Notwithstanding the foregoing restrictions, a person regularly engaged in the sale of plants shall be permitted to use automated irrigation or sprinkler systems but only in amounts necessary to prevent the loss of nursery stock.
- (2) Treated Water shall not be intentionally wasted.
- (3) All Consumers shall reduce consumption to any degree feasible with a goal of reduction of at least twenty percent (20%) of typical consumption. It is the primary responsibility of each Consumer to meet its mandated water use reduction in whatever manner possible, including limitation of operating hours or days, if necessary.
- (4) Restaurants and other food serving establishments shall use single serving utensils, plates, and cups and shall serve water only at the patron's request.
- (5) The use of Treated Water from hydrants is prohibited except for fire suppression, other public emergency, or PWC need.
- (6) The use of Treated Water for dust control or compaction is prohibited unless the Consumer demonstrates to PWC, acting in its discretion, the absence of alternative sources available to the Consumer.

**F. Water Conservation Stage IV – Water Shortage Crisis** In the event of a Water Shortage crisis, in addition to the restrictions made unlawful heretofore, the following Mandatory Conservation measures shall be in effect:

- (1) Watering any lawn, grass, shrubbery, trees, or flowers with Treated Water is prohibited; provided, however, that any person regularly engaged in the sale of plants shall be permitted to use automated irrigation or sprinkler systems but only in amounts necessary to prevent the loss of nursery stock. Persons regularly engaged in the sale of plants shall meet the same percent reduction goals as other commercial establishments as stated in this subsection.
- (2) Treated Water shall not be intentionally wasted.
- (3) All Consumers (to include nursery operations) shall reduce consumption to the degree feasible with a goal of a reduction of at least thirty percent (30%) of typical consumption. It is the primary responsibility of each Consumer to meet its mandated water use reduction in whatever manner possible, including limitation of operating hours or days, if necessary.
- (4) Restaurants and other food serving establishments shall use single serving utensils, plates, and cups and shall serve water only at the patron's request.
- (5) The use of Treated Water from hydrants is prohibited except for fire suppression, other public emergency, or PWC need. Fire suppression must be maintained but where possible tank trucks shall use untreated water.
- (6) The use of Treated Water for dust control or compaction is prohibited.
- (7) Washing automobiles, trucks, trailers, boats, airplanes, or any other type of mobile equipment is prohibited except at commercial car wash facilities. Commercial car wash facilities shall meet the same percent reduction goals as other commercial establishments as stated in this subsection.
- (8) The use of Treated Water to wash down outside areas such as streets, driveways, service station aprons, parking lots, office buildings, exteriors of existing or newly constructed homes or apartments, sidewalks, or patios or use water for other similar purposes is prohibited; provided, however, that any person regularly engaged in the business of washing such areas for profit shall be permitted to use water for such purposes. Persons engaged in the business of washing such areas shall meet the same percent reduction goals as other commercial establishments as stated in this subsection.
- (9) The introduction of Treated Water into any pond, ornamental fountain, or other structure making similar use of water is prohibited.



- (10) Filling newly constructed swimming or wading pools, or refilling swimming or wading pools that have been drained is prohibited. Supplementation of water in existing pools is restricted to only amounts necessary to maintain structural integrity or filtration systems.
- (11) The General Manager may declare and implement additional measures of mandatory conservation controls, including, but not limited to, larger percentage reductions in consumption, banning of all Nonessential Use, termination of service to specific areas in the water system on a rotating basis, prohibition of all industrial uses of Treated Water, and whatever is necessary to protect the health and safety of the Customers of the water system.

**G. Water Conservation State Triggers** Conditions that might contribute to a Water Shortage include, but are not limited to, peak customer demands on the water system, water supplies below the level necessary to meet needs, water quality threats or impairment due to the addition to any watershed area, reservoir, storage tank, or distribution system of any material that appears in an above-normal concentration or has high nuisance or harmful effect on the Consumer or the system, power outages or equipment malfunction, and natural disasters. The following are a list of standardized water conservation stage triggers, but PWC may exercise discretion on a case-by-case basis to implement an alternative stage of conservation:

(1) Triggers based on water supply:

Water Conservation Stage	PWC Trigger
Water Shortage Alert	Unusually dry conditions resulting in severely low stream flows that are consistently below seasonal norms and dry conditions are forecast.
Water Shortage Warning	Target flow of the Cape Fear River at Lillington is reduced to 250 CFS or less
Water Shortage Emergency	Daily demands exceed 50% of available flow
Water Shortage Crisis	Daily demands exceed 75% of available flow

(2) Triggers based on water levels:

Water Conservation Stage	PWC Trigger-Hoffer Wet Well Level (ft.)	PWC Trigger-River Stage at Fayetteville (ft.)	PWC Trigger-Elevation at Lock & Dam #3 (ft.)
Voluntary Water Shortage Alert	Seven (7) consecutive days at 12.4	9.45	29.97

Water Shortage Warning	11.85	8.9	29.42
Water Shortage Emergency	11.35	8.4	28.92
Water Shortage Crisis	10.66	7.66	28.18

(3) Triggers based on daily water demands:

Water Conservation Stage	PWC Trigger
Voluntary Water Shortage Alert	3 consecutive days of demand exceeding 85% of available capacity
Water Shortage Warning	3 consecutive days of demand exceeding 90% of available capacity
Water Shortage Emergency	5 consecutive days of demand exceeding 90% of available capacity
Water Shortage Crisis	1 day of demand exceeding 100% of available capacity

**H. Enforcement** Any person who violates the provisions of this section, who fails to carry out the duties and responsibilities imposed by this section, or who impedes or interferes with any action undertaken or ordered pursuant to this section shall be subject to enforcement actions. The COOWR shall be responsible for monitoring and enforcement of this section. Enforcement actions may include, but are not limited to the following:

- (1) Written warning. Whenever the COOWR or his duly authorized representative finds that any Consumer has violated or is violating this section or any prohibition, limitation or requirement contained herein, or policy issued pursuant thereto, a written warning may be issued to such offender by an authorized representative of PWC. The written warning shall notify the violator of the nature of the violation and the need to take corrective action and that failure to do so will result in the issuance of a notice of violation.
- (2) Notice of violation. The COOWR or his duly authorized agent may serve upon such offender a written notice of violation stating the nature of the violation. The written notice of violation shall be affixed to the property where the violation occurred and/or mailed certified with return receipt requested to the customer of record and to any other person known to PWC to be responsible for the violation or its correction. When a customer of record refuses to accept a notice of violation by certified mail, hand delivery of the written notice of violation to the customer of record or to the person in charge of the premises where the violation occurred shall also constitute service. The notice of violation shall inform the Consumer of the violation, the Consumer's responsibility to discontinue the activity within a specified period of time, and

the potential for the imposition of penalties and termination of service if the violation continues.

- (3) Civil penalties. The General Manager may assess a civil penalty to any offender who shall continue any violation beyond the time limit provided for in the aforementioned notice of violation. Each day, beginning at 12:01 a.m., in which a violation of any provision of this article shall occur or continue, shall constitute a separate and distinct offense. The amount of the civil penalty shall be in accordance with the following penalty schedule:

Meter Size	First Violation	Second Violation
3/4" – 1"	\$100.00	\$250.00
1-1/2" – 2"	\$250.00	\$500.00
3" – 4"	\$500.00	\$1,000.00
> 4"	\$750.00	\$1,500.00

- (4) Suspension of service. If after issuance of a civil penalty, compliance is not achieved and/or the penalty is not paid within thirty (30) days, the COOWR or his duly authorized agent may immediately terminate or restrict the service to the premises where such violation has occurred and may in addition thereto, or in the alternative, take such other appropriate legal action as provided by law; provided, however, PWC may terminate service in accordance with subsections H.2. and H.6. notwithstanding the compliance periods set forth in H.4. At such time the COOWR is satisfied that the offender(s) are no longer in violation of any Treated Water use restrictions, PWC may reinstate water service to the premises following the payment of all civil penalties assessed, as well as all applicable suspension and reconnection fees imposed pursuant to these Service Regulations and Charges, the applicable rate schedule, and the UPA.
- (5) PWC may implement special rates, fees, and surcharges on an emergency basis to further encourage water conservation by Consumers.
- (6) Any and all measures. The General Manager may use any and all enforcement measures listed in this section without prior notice, warning, or prerequisite enforcement action, depending on the severity and nature of the violation, as deemed reasonably necessary to achieve compliance with this Appendix C. In addition, enforcement may include any one, all, or a combination of the remedies authorized and prescribed by law.

## I. Appeals

- (1) Any Consumer whose water use has been restricted or terminated or who has been assessed a civil penalty under Section H shall have the right to an appeal hearing before a hearing officer designated by the PWC Board of

Commissioners. A Consumer requesting an appeal hearing must do so by submitting a written request, which identifies the specific issues to be contested, to the PWC Clerk within five (5) business days following issuance of the notice of restriction, termination, or civil penalty. Unless such demand is made within the time specified in this section, the decision to restrict or terminate the water use, or the civil penalty assessment, shall be final and binding.

- (2) The hearing officer shall notify the Consumer of the date, time, and place for the hearing. The hearing shall take place within ten (10) business days of the written request for a hearing. A decision shall be made within ten (10) calendar days from the date of the hearing and a copy of the written decision shall be deemed given when mailed to the Consumer by certified mail, return receipt requested.

#### **J. Variances and Variance Criteria**

- (1) PWC's General Manager or the General Manager's duly authorized designee is authorized to grant variances from prevailing water conservation measures. In order to qualify for a variance, a Consumer must apply, in writing, to the General Manager or the General Manager's duly authorized designee, identifying:
  - a. The physical address of the location where the water will be used and the billing address for the water usage;
  - b. The basis for the variance from prevailing water restrictions; and
  - c. The duration of the requested variance.

PWC reserves the right to request additional information and records regarding the requested variance and to reject the variance if such information and records are not promptly delivered.

- (2) Until such time as the variance is approved, if it is, the Consumer shall continue to comply with the restrictions. If and when a variance is granted, the Consumer must retain the written variance approval and make it available for inspection immediately upon request by any PWC employee or City official. The Consumer must at all times abide by all conditions and provisions of the variance or it will be subject to immediate revocation.
- (3) Variance requests will be evaluated on the basis of all factors deemed relevant by PWC, acting in its discretion, including, but not be limited to, impact on

water supply, existence of one (1) or more alternative supply sources, social or economic importance, and prevention of structural damage.

**K. Plan Effectiveness** The effectiveness of PWC's Water Shortage Response Plan will be assessed by measuring system-wide water use reductions from normal water use, as determined in accordance with the criteria specified below, relative to the reduction goals, as specified in the table below, during declared water shortage stages and evaluating the plan's frequency of activation, any problem periods without activation, total number of violation citations, and demand reductions compared to the prior years' data. If modifications to the plan are found to be warranted by the foregoing determination, then modifications to the plan or adjustments to the water supply infrastructure will be considered and proposed.

#### Water Use Reduction Goals

Stage	Percent Reduction Goals
0	
1	3-5%
2	5-10%
3	10-20%
4	30% or more

Updates to these reduction goals may be made once more information is available on long term water demand trends or if any stage is implemented in the future which indicates a change may be appropriate.

For the purposes of determining "normal water use", consideration may be given to one (1) or more of the following:

- (1) Historical maximum daily, weekly, and monthly flows during drought conditions;
- (2) Increased customer base (e.g., population growth, service area expansion) since the historical flow comparison;
- (3) Changes in major water users (e.g., industrial shifts) since the historical flow comparison;
- (4) Climatic conditions for the comparison period;
- (5) Changes in water use since the historical flow comparison; and



(6) Other system specific considerations.

**L. Plan Revision** PWC's Water Shortage Response Plan will be reviewed and revised upon the earlier of: (a) identification of PWC's need to address the effectiveness of the plan in accordance with Section K; (b) any new circumstances that arise after implementation of any restrictions under the plan; (c) every five years in accordance with G.S. 143-355(l); or (d) as requested by the Department of Environmental Quality.



**APPENDIX D. CROSS CONNECTION CONTROL**

**A. In General** When PWC determines that an Approved Backflow Prevention Assembly is required to be installed by a Consumer for the protection of the PWC's system, the Consumer shall, at the Consumer's sole expense, install an Approved Backflow Prevention Assembly at each service connection, test the assembly(ies) promptly upon installation and thereafter at a frequency as determined by PWC, properly maintain and repair such assembly(ies), and keep adequate records (on forms approved by PWC) of each test and subsequent maintenance and repair activity, including receipts for materials and/or replacement parts, for at least three (3) years. Following any repair, overhaul, repiping, or relocation of an assembly, the Consumer shall have it tested to ensure that it is in good operating condition and will prevent backflow. Tests, maintenance, and repairs of backflow prevention assemblies shall be made by a Certified Backflow Prevention Assembly Tester. The Consumer shall be responsible for preventing pollutants and contaminants from entering PWC's system from the Point of Delivery and from entering the Consumer's own potable water system. The Consumer's responsibility starts at the Point of Delivery and includes all of the Consumer's water system.

**B. Right of Entry** PWC and its agents shall have the right to enter, at reasonable times, upon presentation of proper credentials and identification, any building, structure, or other premises of a Consumer during normal business hours, or at any time during the event of an emergency, to perform any duty imposed by this Appendix. Such duties include, but are not limited to, sampling and testing of water and inspections and observations of all piping systems connected, directly or indirectly, to the Point of Delivery. Where a Consumer has security measures in force which would require proper identification and clearance before entry into their premises, the Consumer shall make necessary arrangements with the security guards so that upon presentation of suitable identification, PWC personnel will be permitted to enter, without delay, for the purposes of performing their specific responsibilities. Refusal to allow entry for these purposes may result in discontinuance of water service. On request, the Consumer shall promptly furnish to PWC any pertinent information requested by PWC regarding the water supply system on such the Consumer's property where Cross Connections and Backflow are deemed possible.

**C. Elimination of Cross Connections**

(1) When a Cross Connection is found to exist, the Consumer will be notified in writing to disconnect the Cross Connection within the time limit established by PWC. The degree of protection required and maximum time allowed for compliance will be based upon the potential Degree of Hazard to the public water supply system. The maximum time limits are as follows:

- a. Immediate disconnection if, in PWC's judgment, an imminent Health Hazard exists for water service to the Premises where a Cross

Connection exists, unless an air gap is immediately provided or the Cross Connection is immediately eliminated.

- b. Immediate disconnection for Cross Connections with private wells or other Auxiliary Water Supplies.
- c. Immediate disconnection for lawn irrigation systems, which are required to have a Split Tap service or designated lawn irrigation service tap. The connection of a lawn irrigation system to the service line at any point after the POD is prohibited.
- d. Within sixty (60) days for all facilities that pose a Health Hazard to the Potable Water System if the facilities are required to install a Containment assembly in the form of a Reduced Pressure Principle Backflow Prevention Assembly.
- e. Within ninety (90) days for all Non-Health Hazard facilities that are required to install, as a minimum Containment assembly, a Double Check Valve Assembly, unless a different containment assembly is approved in writing by PWC.
- f. Water mains served by the City of Fayetteville or any other unit of local government but not maintained by PWC should be considered Cross Connections, with Degree of Hazard to be determined by PWC. The degree of protection required shall be determined by PWC based upon the Degree of Hazard.

Based upon recommendation from PWC, the Consumer is responsible for installing sufficient internal Isolation backflow prevention assemblies and/or methods (i.e., air-gap, Pressure Vacuum Breakers, Reduced Pressure Principle Backflow Prevention Assembly, Double Check Valve Assembly). In the event that PWC personnel does not have sufficient access to every portion of a private water system (e.g., classified research and development facilities; federal government property) to allow a complete evaluation of the Degree of Hazard associated with such private water systems, an approved Reduced Pressure Principle Backflow Prevention Assembly shall be required as a minimum of protection. Each Consumer shall refrain from modifying the Consumer's private water system in a manner that would affect the Degree of Hazard of such system until PWC has been provided with information showing that the appropriate backflow prevention assembly is installed, if such modification or change is determined by PWC to require the installation of a different backflow prevention assembly, the required backflow prevention assembly must be installed in accordance with this Appendix prior to making the proposed modification or change.

- (2) No person shall fill special use tanks or tankers containing pesticides, fertilizers, other toxic chemicals or their residues from the public water system except at a location equipped with an air gap or an approved Reduced Pressure Principle Backflow Prevention Assembly properly installed on the public water supply.

#### **D. Installation of Assemblies**

- (1) All Backflow Prevention Assemblies shall be installed in accordance with the following order of priority (in the event of a conflict): (1) the specifications furnished by PWC, (2) the latest edition of the state building code, and (3) the manufacturer's installation instructions.
- (2) All new construction plans and specifications, when required by the state building code and the North Carolina Department of Environmental Quality, shall be made available to PWC for review and approval and to determine the Degree of Hazard.
- (3) Ownership, testing, and maintenance of the assembly shall be the responsibility of the Consumer.
- (4) All Double Check Valve Assemblies two and one-half (2 ½) inches and larger must be installed above ground in accordance with detailed specifications provided by PWC unless otherwise approved in writing by the General Manager or the General Manager's designee. Double Check Valve Assemblies may be installed in a vertical position with prior written approval from PWC, provided the flow of water is in an upward direction.
- (5) Reduced Pressure Principle Backflow Prevention Assemblies must be installed in a horizontal position and in a location in which no portion of the assembly can become submerged in any substance under any circumstances. Pit and/or below grade installations are prohibited unless otherwise approved in writing by the General Manager or the General Manager's designee.
- (6) The installation of a Backflow Prevention Assembly that is not approved must be replaced with an Approved Backflow Prevention Device.
- (7) The Consumer is responsible for making sure a Backflow Prevention Assembly is working properly upon installation and is required to furnish the following information to PWC within ten (10) days after a Reduced Pressure Principle Backflow Preventer (RP), Double Check Valve Assembly (DCVA), Pressure Vacuum Breaker (PVB), Double Check Detector Assembly (DCDA), or Reduced Pressure Principle Detector Assembly (RPDA) is installed:



- a. Consumer name and mailing address.
  - b. Service address where assembly is located.
  - c. Billing address, if different from the Consumer mailing address.
  - d. Description of assembly's location on the property identified as the service address.
  - e. Date of installation.
  - f. Installer, include name, plumbing company represented, tester certification number, and project permit number.
  - g. Type of assembly, size of assembly.
  - h. Manufacturer, model number, serial number.
  - i. Test results/report.
  - j. Meter number.
- (8) When it is not possible to interrupt water service, provisions shall be made for a parallel installation of Backflow Prevention Assemblies. PWC will not accept an unprotected bypass around a Backflow Preventer when the assembly is in need of testing, repair, or replacement.
- (9) The Consumer shall, upon notification, install the appropriate Containment assembly not to exceed the following time frame:
- a. For any Health Hazard, sixty (60) days; or
  - b. For a Non-Health Hazard, ninety (90) days.
- (10) Within ten (10) days after completion of installation, all Reduced Pressure Principle Backflow Preventers (RP), Double Check Valve Assemblies (DCVA), Pressure Vacuum Breakers (PVB), Double Check Detector Assemblies (DCDA), or Reduced Pressure Principle Detector Assemblies (RPDA) are required to be tested by a Certified Backflow Prevention Assembly Tester.

#### **E. Testing and Repair of Assemblies**

- (1) Testing of Backflow Prevention Assemblies shall be made by a Certified Backflow Prevention Assembly Tester or may be contracted out to PWC at the

Consumer's sole expense. Such tests are to be conducted upon installation and annually thereafter or at a frequency established by PWC. A record of all testing and repairs is to be retained by the Consumer. Copies of the records must be provided to PWC within ten (10) business days after the completion of any testing and/or repair work.

- (2) Any time that repairs to Backflow Prevention Assemblies are deemed necessary, whether through annual or required testing or routine inspection by the Consumer or PWC or its agents, the repairs must be completed within a specified time in accordance with the Degree of Hazard. In no case shall this time period exceed:
  - a. For any Health Hazard facilities, fourteen (14) days; or
  - b. For any Non-Health Hazard facilities, twenty-one (21) days.
- (3) All Backflow Prevention Assemblies with test cocks are required to be tested at least annually or at a greater frequency if required by PWC. Testing requires a water shutdown usually lasting up to twenty (20) minutes. For facilities that require an uninterrupted supply of water, and when it is not possible to provide water service from two (2) separate meters, provisions shall be made for a parallel installation of Backflow Prevention Assemblies at the Consumer's sole expense.
- (4) All Certified Backflow Prevention Assembly Testers must obtain and employ Backflow Prevention Assembly test equipment which has been evaluated and/or approved by PWC. All test equipment shall be registered with PWC, and all test equipment shall be checked annually, at a minimum, for accuracy, calibrated, if necessary, employing a calibration method acceptable to PWC, and certified to PWC as to such accuracy and calibration.
- (5) It shall be unlawful for any Consumer or certified tester to submit any record to PWC which is false or incomplete in any material respect. It shall be unlawful for any Consumer or certified tester to fail to submit to PWC any record which is required by this Appendix. Such violations may result in the impositions of civil penalties and referral for criminal prosecution.

#### **F. Facilities Requiring Protection**

- (1) Approved Backflow Prevention Assemblies shall be installed by the Consumer on the service line to any premises that PWC has identified as having a potential for Backflow.

- (2) The following types of facilities or services have been identified by PWC as having a potential for Backflow of non-potable water into the public water supply system. Therefore, an Approved Backflow Prevention Assembly will be required on all such services according to the Degree of Hazard present. Other types of facilities or services not listed below may also be required to install Approved Backflow Prevention Assemblies if determined necessary by PWC. As a minimum requirement, all Nonresidential Consumers purchasing water from PWC will be required to install a Double Check Valve Assembly, unless otherwise listed in table below of this subsection. A Consumer shall not install an Approved Backflow Prevention Assembly or method other than those specified herein unless the Consumer receives the prior written consent of PWC's General Manager or the General Manager's designee to do so.

DCVA = Double Check Valve Assembly

RP = Reduced Pressure Principle Assembly

DCDA = Double Check Detector Assembly

RPDA = Reduced Pressure Detector Assembly

AG = Air Gap

PVB = Pressure Vacuum Breaker

Aircraft and missile plants	RP
Automotive service stations, dealerships	Non-Health Hazard: DCVA Health Hazard: RP
Automotive Plants	RP
Auxiliary Water Supply systems	Approved public/private water supply: DCVA Unapproved public/private water supply: AG
Bakeries	Non-Health Hazard: DCVA Health Hazard: RP
Beauty shops/barber shops	Non-Health Hazard: DCVA Health Hazard: RP
Beverage bottling plants	RP
Breweries	RP
Buildings—Hotels, apartment houses, public and private buildings, or other structures having unprotected cross connections	(Under five stories) Non-Health Hazard: DCVA (Under five stories) Health Hazard: RP (Over five stories) all: RP
Canneries, packing houses, and rendering plants	RP



Chemical plants—Manufacturing, processing, compounding, or treatment	RP
Chemically contaminated water systems	RP
Commercial car-wash facilities	RP
Commercial greenhouses	RP
Commercial sales establishments (department stores, malls, etc)	Non-Health Hazard: DCVA Health Hazard: RP
Concrete/asphalt plants	RP
Dairies and cold storage plants	RP
Dye works	RP
Film laboratories	RP
Fire systems	Systems 0.75 inches to 2.49 inches: Non-Health Hazard: DCDA Health Hazard (booster pumps, foam, antifreeze solution, use toxic or hazardous additives, and similar): RP Systems 2.5 inches or larger: Non-Health Hazard: DCDA Health Hazard: (booster pumps, foam, antifreeze solutions, use toxic or hazardous additives, and similar): RPDA
Hospitals, medical buildings, sanitariums, morgues, mortuaries, autopsy facilities, nursing and convalescent homes, medical clinics, and veterinary hospitals	RP
Industrial facilities	Non-Health Hazard: DCVA Health Hazard: RP
Laundries	Non-Health Hazard: DCVA Health Hazard (including dry cleaners): RP
Lawn irrigation systems (Split Taps)	RP
Metal manufacturing, cleaning, processing, and fabricating plants	RP
Mobile home parks	Non-Health Hazard: DCVA Health Hazard: RP
Oil and gas production, storage, or transmission properties	RP
Paper and paper products plants	RP
Pest control (exterminating and fumigating)	RP

Plating plants	RP
Power plants	RP
Radioactive materials or substances plants or facilities handling	RP
Restaurants	Non-Health Hazard: DCVA Health Hazard: RP
Restricted, classified, or other close facilities	RP
Rubber plants (natural or synthetic)	RP
Sand and gravel plants	RP
Schools and colleges	RP
Sewage and storm drain facilities	RP
Swimming pools	RP
Waterfront facilities and industries	RP

All assemblies and installations shall be subject to inspection and approval by PWC.

#### G. Connections with Unapproved Sources of Supply

- (1) No Consumer or other person shall connect or cause to be connected any supply of water not approved by the North Carolina Department of Environmental Quality to the water system supplied by PWC. Any such connections allowed by PWC must be in conformance with the Backflow prevention requirements of this Appendix.
- (2) In the event of Contamination or Pollution of a public or Consumer Potable Water System, the Consumer shall notify PWC immediately in order that appropriate measures may be taken to control and eliminate the Contamination or Pollution.

#### H. Fire Protection Systems

- (1) All Backflow Prevention Assemblies installed on fire lines shall be installed within one hundred (100) feet of the Consumer's tap to the PWC water main serving the Consumer's premises unless otherwise approved by PWC.
- (2) Each existing Backflow Prevention Assemblies of two and a half (2 ½) inches or more installed on fire protection systems that was initially approved by PWC before July 28, 2008, may be utilized by the Consumer on its premises as long as the assembly is being properly maintained, tested, and repaired as required by this Appendix. When any such assembly must be replaced or whenever PWC determines that water has been stolen through an unmetered source associated with the assembly, the Consumer shall be required to install an approved



Double Check Detector Assembly or Reduced Pressure Principle Detector Assembly, as required by this Appendix.

## **I. Enforcement**

- (1) Any Consumer found by PWC to be noncompliant with the requirements of this Appendix shall be notified in writing of the violation and the corrective action to be taken in accordance with the time limits established in this Appendix, or as otherwise determined by PWC to be warranted under the specific circumstances. Any requests by a Consumer for an extension of time shall be submitted to the General Manager or the General Manager's designee.
- (2) If a Consumer remains noncompliant after the time limit established in the initial notification from PWC, PWC will issue a notice of violation (NOV) to the Consumer. The NOV will be mailed to the Consumer by registered or certified mail and will specify the nature of the violation and notify the offender that the civil penalty for such violation is one thousand dollars (\$1,000.00) per day for each day of noncompliance beginning on the day corrective action was to be completed by the Consumer and continuing until the day that the corrective action is completed by the Consumer and verified by appropriate testing and certification. All penalties due to PWC are to be paid to PWC within ten (10) days after the date of the NOV's issuance. PWC, acting in its discretion, may issue one NOV for multiple days of violations or one NOV for each day of violation. PWC further reserves the right, at all times during the period of noncompliance or for failure to timely remit the penalty amount(s) due, to terminate the delivery of water to the Consumer.
- (3) Each day in which a violation of any provision of this Appendix shall occur or continue shall constitute a separate and distinct offense.
- (4) Failure of a Consumer or certified tester to submit any record required by this Appendix, or the submission of falsified reports/records may result in a civil penalty of up to one thousand dollars (\$1,000.00) per violation. Falsified documents may also result in a criminal referral. If a Certified Backflow Prevention Assembly Tester submits falsified records to PWC, PWC shall revoke for at least one (1) year such person or entity's certification to test Backflow Prevention Assemblies on PWC's system. Before PWC will evaluate rescission of a revocation after the conclusion of the one (1) year revocation period, the tester must complete an approved certification course to acquire a new certification. Falsification made to records/reports after becoming recertified shall result in the permanent revocation of backflow testing certification, in addition to a civil penalty and other remedies as provided for in this subsection.

- (5) Any Consumer appeal of an NOV or penalty shall be made in accordance with the following procedures:
- a. Any Consumer who has been issued an NOV or assessed a civil penalty shall have the right to an appeal hearing before a hearing officer designated by the PWC Board of Commissioners. A Consumer requesting an appeal hearing must do so by submitting a written request, which identifies the specific issues to be contended, to the PWC Clerk within five (5) business days following issuance of the NOV. Unless such demand is made within the time specified in this section, the NOV shall be final and binding.
  - b. The hearing officer shall notify the Consumer of the date, time and place for the hearing. The hearing shall take place within ten (10) business days of the written request for a hearing. A decision shall be made within ten (10) calendar days from the date of the hearing and a copy of the written decision shall be deemed given when mailed to the Consumer by certified mail, return receipt requested.

#### **J. Environmental System Protection Backflow Plan**

- (1) Elimination of Cross Connections/Retrofit/Install (Commercial)

Cross Connections with private wells or other auxiliary water supplies – immediate disconnection.

- a. Hazard Facilities First Notices
  - (i) Health Hazard Facilities First Notice – Installation of a Reduced Pressure Principle Assembly within sixty (60) days. The letter will also include the violation penalties if not completed by the deadline.
  - (ii) Non-Health Hazard Facilities First Notice – Installation of a Double Check Valve Assembly within ninety (90) days. The letter will also include the violation penalties if not completed by the deadline.
- b. Issue First Notice of Violation – The First Notice of Violation (NOV) will be sent by registered or certified mail and shall specify the nature of the violation and the penalties that will follow if not compliant. The NOV shall be sent within seven (7) days to those remaining non-compliant after the First Notice deadline. The requirement for this violation will be to return to compliance. The penalty for this violation



will be five hundred dollars (\$500) payable to PWC within thirty (30) days from receipt of letter. Request for extension of time for corrective action shall be made in writing to the General Manager of PWC or his authorized representative. All other appeals shall be made in accordance with the City of Fayetteville's Cross Connection Control Ordinance.

- c. Issue Final Notice of Violation – The Final NOV will be sent by registered or certified mail and shall specify the nature of the violation and the penalties that will follow if not compliant. The Final NOV shall be sent within seven (7) days to those remaining non-compliant after the First NOV's deadline. The requirement for this violation will be to return to compliance. The penalty for this violation will be one thousand dollars (\$1000) payable to PWC within thirty (30) days from receipt of this letter. Request for extension of time for corrective action shall be made in writing to the General Manager of PWC or his authorized representative. All other appeals shall be made in accordance with the City of Fayetteville's Cross Connection Control Ordinance.
- d. Discontinuance of Water Service – If a customer remains non-compliant after the Final NOV, water service to any structure or parcel will be discontinued within seven (7) days after the Final NOV's deadline. A written notice of discontinuance will be sent by registered or certified mail.
  - (i) Environmental System Protection will provide documentation to all departments and leaders involved when discontinuing the water service.
- e. Service Restoration – Service will be reinstalled when Environmental System Protection has verified the Customer is compliant and has paid all penalties.
  - (i) Environmental System Protection will send the appropriate documentation to notify the appropriate departments and leaders that the Customer's water service can be reinstated.

(2) Testing of Backflow Prevention Assemblies (Commercial)

Testing of backflow prevention assemblies shall be conducted upon installation and annually thereafter. Required testing shall be completed within a specified time in accordance with PWC's regulations.



- a. First Notice of Annual Test – To have an assembly tested shall be thirty (30) days from date of this letter. The letter will also include the violation penalties if not completed by the deadline.
- b. Issue First Notice of Violation – The First NOV will be sent by registered or certified mail and shall specify the nature of the violation and the penalties that will follow if not compliant. The NOV shall be sent within seven (7) days to those remaining non-compliant after the First Notice deadline. The requirement for this violation will be to return to compliance. The penalty for this violation will be five hundred dollars (\$500) payable to PWC within thirty (30) days from receipt of letter. Request for extension of time for corrective action shall be made in writing to the General Manager of PWC or his authorized representative. All other appeals shall be made in accordance with the City of Fayetteville's Cross Connection Control Ordinance.
- c. Issue Final Notice of Violation – The Final NOV will be sent by registered or certified mail and shall specify the nature of the violation and the penalties that will follow if not compliant. The Final NOV shall be sent within seven (7) days to those remaining non-compliant after the First NOV's deadline. The requirement for this violation will be to return to compliance. The penalty for this violation will be one thousand dollars (\$1000) payable to PWC within thirty (30) days from receipt of this letter. Request for extension of time for corrective action shall be made in writing to the General Manager of PWC or his authorized representative. All other appeals shall be made in accordance with the City of Fayetteville's Cross Connection Control Ordinance.
- d. Discontinuance of Water Service – If a customer remains non-compliant after the final notice of violation, water service to any structure or parcel will be discontinued within seven (7) days after the Final NOV's deadline. A written notice of discontinuance will be sent by registered or certified mail.
  - (i) Environmental System Protection will provide documentation to all departments and leaders involved when discontinuing the water service.
- e. Service Restoration – Service will be reinstalled when Environmental System Protection has verified the Customer is compliant and has paid all penalties.





- (i) Environmental System Protection will send the appropriate documentation to notify the appropriate departments and leaders that the Customer's water service can be reinstated.
- (3) Repair of Backflow Prevention Assemblies (Commercial)

Repair must be completed within a specified amount of time in accordance with the degree of hazard.

a. Hazard Facilities First Notices

- (i) Health Hazard Facilities First Notice – Repair completed within fourteen (14) days. The letter will also include violation penalties if not completed by the deadline.
  - (ii) Non-Health Hazard Facilities First Notice – Repair completed within twenty-one (21) days. The letter will also include violation penalties if not completed by the deadline.
- b. Issue First Notice of Violation – The First NOV will be sent by registered or certified mail and shall specify the nature of the violation and the penalties that will follow if not compliant. The NOV shall be sent within seven (7) days to those remaining non-compliant after the First Notice deadline. The requirement for this violation will be to return to compliance. The penalty for this violation will be five hundred (\$500) payable to PWC within thirty (30) days from receipt of letter. Request for extension of time for corrective action shall be made in writing to the General Manager of PWC or his authorized representative. All other appeals shall be made in accordance with the City of Fayetteville's Cross Connection Control Ordinance.
- c. Issue Final Notice of Violation – The Final NOV will be sent by registered or certified mail and shall specify the nature of the violation and the penalties that will follow if not compliant. The Final NOV shall be sent within seven (7) days to those remaining non-compliant after the First NOV's deadline. The requirement for this violation will be to return to compliance. The penalty for this violation will be one thousand dollars (\$1000) payable to PWC within thirty (30) days from receipt of this letter. Request for extension of time for corrective action shall be made in writing to the General Manager of PWC or his authorized representative. All other appeals shall be made in accordance with the City of Fayetteville's Cross Connection Control Ordinance.



- d. Discontinuance of Water Service – If a customer remains non-compliant after the Final NOV, water service to any structure or parcel will be discontinued within seven (7) days after the Final NOV's deadline. A written notice of discontinuance will be sent by registered or certified mail.
    - (i) Environmental System Protection will provide documentation to all departments and leaders involved when discontinuing the water service.
  - e. Service Restoration – Service will be reinstalled when Environmental System Protection has verified the Customer is compliant and has paid all penalties.
    - (i) Environmental System Protection will send the appropriate documentation to notify the appropriate departments and leaders that the Customer's water service can be reinstated.
- (4) Elimination of Cross Connections/Install/Retrofit (Residential)
- a. Residential First Notice Install/Retrofit – Installation of a Reduced Pressure Principal Assembly letter will be sent by registered or certified mail. Failure to comply within thirty (30) days of receipt of letter will result in discontinuation of irrigation water service.
  - b. Discontinuance of Irrigation Water Service – If the Customer remains non-compliant, the water irrigation system will be cut off within seven (7) days after the First Notice's deadline. A written notice or communication will not be provided before discontinuing irrigation water service.
    - (i) Environmental System Protection will provide documentation to all departments and leaders involved when discontinuing irrigation water service.
  - c. Service Restoration – Service will be reinstalled when Environmental System Protection has verified the Customer is compliant and has paid all penalties.
    - (i) Environmental System Protection will send the appropriate documentation to notify the appropriate departments and leaders that the Customer's irrigation water service can be reinstated.

(5) Testing of Backflow Prevention Assemblies (Residential)

- a. First Notice of Test Due – To have an assembly tested letter will be sent by registered or certified mail. Failure to comply within thirty (30) days of receipt of letter will result in discontinuation of irrigation water service.
- b. Discontinuance of Irrigation Water Service – If the Customer remains non-compliant, the water irrigation system will be cut off within seven (7) days after the First Notice's deadline. A written notice or communication will not be provided before discontinuing irrigation water service.
  - (i) Environmental System Protection will provide documentation to all departments and leaders involved when discontinuing irrigation water service.
- c. Service Restoration – Service will be reinstalled when Environmental System Protection has verified the Customer is compliant and has paid all penalties.
  - (i) Environmental System Protection will send the appropriate documentation to notify the appropriate departments and leaders that the Customer's irrigation water service can be reinstated.

(6) Repair of Backflow Prevention Assemblies (Residential)

- a. First Notice – Residential First Notice Repair letter will be sent by registered or certified mail. Failure to comply within twenty-one (21) days of receipt of letter will result in discontinuation of irrigation water service.
- b. Discontinuance of Irrigation Water Service – If the Customer remains non-compliant, the water irrigation system will be cut off within seven (7) days after the First Notice's deadline. A written notice or communication will not be provided before discontinuing irrigation water service.
  - (i) Environmental System Protection will provide documentation to all departments and leaders involved when discontinuing irrigation water service.



- c. Service Restoration – Service will be reinstalled when Environmental System Protection has verified the Customer is compliant and has paid all penalties.
  - (i) Environmental System Protection will send the appropriate documentation to notify the appropriate departments and leaders that the Customer's irrigation water service can be reinstated.

(7) Retrofit/Install of Backflow Prevention Assemblies (Residential)

Repair must be completed with a specified time in accordance with PWC's regulations.

- a. First Notice of Annual Test – To have an assembly tested shall be thirty (30) days. The letter will also include the violation penalties if not completed by the deadline.
- b. Discontinuance of Irrigation Water Service – If the Customer remains non-compliant, the water irrigation system will be cut off within seven (7) days after the First Notice's deadline. A written notice or communication will not be provided before discontinuing irrigation water service.
  - (i) Environmental System Protection will provide documentation to all departments and leaders involved when discontinuing irrigation water service.
- c. Service Restoration – Service will be reinstalled when Environmental System Protection has verified the Customer is compliant and has paid all penalties.
  - (i) Environmental System Protection will send the appropriate documentation to notify the appropriate departments and leaders that the Customer's irrigation water service can be reinstated.