

Truckee Meadows Water Authority

RATE SCHEDULES

FSPR – FIRM STANDBY AND PARTIAL REQUIREMENTS

APPLICABILITY

Firm Standby/Partial Requirements Service is available, at the sole discretion of the Authority, to Customers where: (1) none of their water requirements are supplied by the Authority and the Authority agrees to provide standby water service or, (2) only a portion of their normal daily water requirements are supplied by the Authority and the Authority agrees to supply partial water requirements.

AVAILABILITY

Firm Standby/Partial Requirements Service is available from existing Facilities of the Authority located within its water service territories.

RATES

Customer Charge per Meter per Billing Period \$126.50

Commodity Charge per 1,000 Gallons, All Meter Sizes

Per Billing Period \$0.98

Demand Charge

Per Billing Period in the On-Peak Period:

Per 1,000 Gallons of Contract Demand \$14.15
plus

Per 1,000 Gallons of Actual Demand above \$84.90
the Contract Demand up to the Allowable Variance
plus

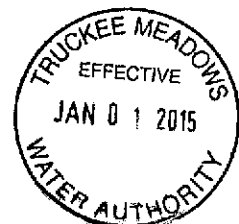
Per 1,000 Gallons for which the Actual Demand \$169.80
exceeds the Contract Demand including the Allowable
Variance

Per Billing Period in the Off-Peak Period:

Per 1,000 Gallons of Contract Demand \$14.15

Late Charge

5% of any amount in arrears from previous billings.



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Other Charges

As specified in Rate Schedule OC excluding Regional Water Management Fee and applied to total bill.

MINIMUM CHARGE

The Minimum Charge for delivery of water for this service shall be the sum of the Customer Charge, commodity charge, demand charge, late charge, and right-of-way toll per Billing Period.

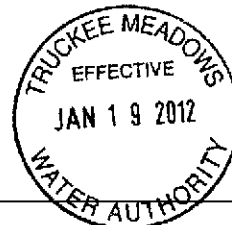
SPECIAL DEFINITIONS

1. **Contract Demand:** Contract Demand is defined as the Customer's maximum firm daily capacity (in thousands of gallons) for which Authority will standby for or provide as partial requirements during the On-Peak Period. The Contract Demand designation shall also set the Customer's maximum daily usage to be served by Authority during the Off-Peak Period. Usage may be subject to curtailment/interruption by Authority per Special Condition No. 1 of this Rate Schedule. The Contract Demand shall be designated in the contract for service and is subject to adjustment by Authority pursuant to the terms of Special Condition No. 5 of this Rate Schedule.
2. **Actual Demand:** The Actual Demand is defined as the maximum metered daily usage occurring in the Billing Period.
3. **Allowable Variance:** The allowable variance amount is 5% above the Contract Demand during the On-Peak Period, unless another variance amount is specified in the contract for service.

SPECIAL CONDITIONS

1. A contract for service between the Authority and the Customer will be required for delivery of water under this Rate Schedule. The service contract shall require the Customer to distribute water within a mutually agreeable specified geographic area and/or use water for a mutually agreeable specified purpose. The service contract shall include but is not limited to the level of firm service required by the Customer over the term of the agreement (i.e., the Contract Demand), conditions for the termination and extension of delivery of water, requirements as to water resources sufficient to supply water, the specific delivery requirements of the Customer, conditions of delivery, provisions outlining possible service interruptions or

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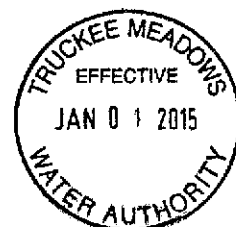
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curtailments, and, where appropriate, assurances of financial security sufficient to ensure payment of all charges for delivery of water.

2. Delivery of water hereunder is available to Customers with firm standby or partial water requirements who own and operate their distribution system and are capable of supplying all or a portion of their water supply, daily storage, fire protection, maintenance, billing, etc.
3. Customer shall take delivery of water at a point within or adjacent to the Authority's existing distribution Facilities of adequate capacity to provide required delivery of water, or shall pay Authority's entire cost for providing such facilities.
4. The Customer shall provide and install the necessary Meter Facilities, inclusive of the Meter and, if required by the Authority, telemetry equipment necessary for daily meter readings as well as any other equipment required for delivery of water hereunder including flow control devices, piping, and other related equipment. All required equipment and facilities shall be installed in accordance with Authority specifications and in a location that is mutually acceptable. Meter and Meter Facilities shall remain under the sole ownership and operation control of the Authority, unless otherwise specified by the Authority.
5. Contract Demand Adjustment: The established Contract Demand may be adjusted by the Authority to a higher, permanent level if:
 - (i) the Customer's Actual Demand exceeds the existing Contract Demand by ten (10) percent or more two (2) times in the On-Peak Period over any consecutive 24 month period, or
 - (ii) if the Customer's Actual Demand exceeds the existing Contract Demand by twenty (20) percent or more in any month of the On-Peak Period.

If either of these two conditions is met, the Customer's Contract Demand may be reset to the highest Actual Demand imposed by the Customer during the On-Peak Period in the last 24 months.

6. Special Condition No. 5 above shall not apply during periods of legitimate emergency, beyond the control and foresight of the Customer, which require the Authority to deliver water in excess of the Contract Demand. The Customer must notify the Authority of any emergency situation requiring the Authority to deliver water in excess of the Contract Demand. If an emergency arises, the Customer shall notify the Authority with reasonable speed, verbally or by phone, specifying the nature of the emergency, the estimated quantity of water to be delivered, the time at which the emergency began, and the time at which the emergency ended.



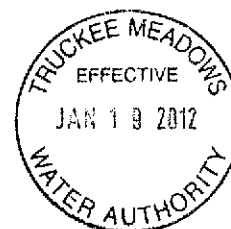
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7. The Authority is not obligated to provide service to a Customer at levels of capacity that exceed the Contract Demand in the Off-Peak or On-Peak Period. Service in excess of the Contract Demand may be subject to curtailment or total interruption by Authority at its sole discretion. If usage above the established Contract Demand occurs in the On-Peak Period the Authority may adjust the Customer's Contract Demand upward pursuant to Special Condition No. 5 above. In accordance with Special Condition No. 6 above, the Authority shall try to accommodate a Customer's requirements for water deliveries in excess of the Contract Demand when an emergency situation exists.
8. The Authority is not obligated to deliver water at total annual volumes or quantities of water in excess of the level specified in the contract for service. Delivery of water in excess of the annual quantities designated may be subject to curtailment or total interruption by the Authority at its sole discretion.



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