



## **AGENDA**

### **CALL TO ORDER**

**Pledge Allegiance to the Flag (MD)**

**Moment of Silence**

### **ADOPTION OF AGENDA**

### **APPROVAL OF THE MINUTES**

1. **Approval of the minutes from the Regular Council Meeting of April 13, 2021 and the Work Session Minutes of April 26, 2021**

### **CONSENT AGENDA**

2. **Revenue and Finance Reports as of 4/30/21 (Richard Dixon)**
3. **Proclamation for Tourett Awareness Day - proclamation to bring awareness to the stigma attached to this syndrome has been requested by the Tourett Association's Greater Carolinas Group.**

### **PUBLIC COMMENT**

### **PUBLIC HEARING**

4. **Public Hearing for FY 2021-2022 Budget (Ryan Spitzer) - Mr. Spitzer will present the upcoming fiscal year budget including Electric Reps and Riders and the town's fee schedule.**

### **OLD BUSINESS**

### **NEW BUSINESS**

5. *Mayor added Election Filing fees to agenda*  
**Discussion of Excess Revenue (Ryan Spitzer) Council to discuss what capital projects they would like to use that revenue for (ACTION ITEM).**
6. **Resolution No. 2021-09 adopting a policy for Mutual Aid Agreement (Ryan Spitzer) – updating Law Enforcement Mutual Aid Agreement and adopting Resolution No. 2021-09 authorizing Police Chief to do so (ACTION ITEM).**

### **STAFF UPDATE**

7. **Manager's Report/Staff Reports**
8. **Calendar of Events for May/June**

### **CLOSED SESSION**

### **ADJOURN**

If you require any type of reasonable accommodation as a result of physical, sensory, or mental disability in order to participate in this meeting, please contact Barbara Monticello, Clerk of Council, at 704-889-2291 or [brmonticello@pinevillenc.gov](mailto:brmonticello@pinevillenc.gov). Three days' notice is required.

**\*PLEASE NOTE:** A limited number of attendees will be permitted in person to attend this meeting. There will be space for approximately 15 individuals and masks will be required to attend. Chairs will be spaced so that social distancing requirements can be met. If you prefer to join the meeting via ZOOM, instructions for doing so are below:

**ZOOM MEETING INFORMATION:**

Topic: May Council Meeting

Time: May 11, 2021 06:30 PM Eastern Time (US and Canada)

**Join Zoom Meeting**

<https://us02web.zoom.us/j/87936795348?pwd=cnNpRzd0Yk53ZHVQeXVWOGRkUFVGZz09>

Meeting ID: 879 3679 5348

Passcode: 091368

One tap mobile

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# SPEAKER SIGN-UP SHEET

## TOWN COUNCIL MEETING

### OF MAY 11, 2021

When signing in to speak at the meeting, please **print** clearly. If you wish to speak on an agenda item, please indicate which item(s) you wish to speak on. If you are speaking on something *other than* an agenda item, please indicate that.

YOUR NAME/NAME of the BUSINESS YOU REPRESENT and YOUR ADDRESS or the ADDRESS of the BUSINESS YOU REPRESENT.	If you are speaking on an agenda item please indicate which item(s) you wish to speak on.	I am speaking on an item <i>other than</i> an item on the agenda.
1) Jane Shutt - Pineville Neighbors Place - Update		519 1/26k.
2) John Galaburko.		people
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**TOWN COUNCIL REGULAR MEETING**  
**PINEVILLE HUT MEETING FACILITY**  
**TUESDAY, APRIL 13, 2021 AT 6:30 PM**

**MINUTES**

**CALL TO ORDER**

Mayor Edwards called the meeting to order at 6:29 p.m.

**PRESENT:**

Mayor Jack Edwards  
Mayor Pro Tem Melissa Davis  
Council Member Joseph Maxim  
Council Member Amelia Stinson-Wesley  
Council Member Les Gladden

**Pledge Allegiance to the Flag**

Mayor Edwards lead the group in the Pledge of Allegiance.

**Moment of Silence**

Mayor Edwards asked for a moment of silence for Melvin Melton who recently passed. He asked that our police and firefighters be protected and safe considering the unrest in the law enforcement arena lately.

**ADOPTION OF AGENDA**

Motion made by Council Member Gladden, Seconded by Council Member Maxim to adopt the agenda as is.

**Voting Yea:** Mayor Pro Tem Davis, Council Member Maxim, Council Member Stinson-Wesley, Council Member Gladden. Motion passed 4-0.

**APPROVAL OF THE MINUTES**

1. **Approval of the minutes from the March 9, 2021 Regular Council Meeting and the March 22, 2021 Work Session Meeting.**

Motion made by Council Member Stinson-Wesley, Seconded by Mayor Pro Tem Davis to adopt both sets of minutes as is.

**Voting Yea:** Mayor Pro Tem Davis, Council Member Maxim, Council Member Stinson-Wesley, Council Member Gladden. Motion passed.

**CONSENT AGENDA**

2. **Revenue and Finance Reports as of 03/31/21 (Richard Dixon).**
3. **Proclamations (Barbara Monticello) - Four proclamations will be presented for approval: Clerk's Week, Public Works Week, Police Week & Telecommunicator's Week**
4. **Resolution for Surplus Items (Barbara Monticello) - Resolution No. 2021-06 will be presented for police vehicles and PW equipment.**
5. **Tax Refunds - (Richard Dixon) - Per Mecklenburg County Tax Office, two tax refunds will be submitted for approval.**

Motion made by Council Member Maxim, Seconded by Council Member Stinson-Wesley to approve the consent agenda as is.

**Voting Yea:** Mayor Pro Tem Davis, Council Member Maxim, Council Member Stinson-Wesley, Council Member Gladden. Motion passed 4-0 to approve the Consent Agenda as is.

#### **PUBLIC COMMENT**

**Ms. Jane Shutt** of the Pineville Neighbor's Place announced that they were happy to have found a new place to conduct their business. They have moved to a new location at 561 N. Polk St. with more space than they had before.

Their annual fundraiser will be held next week online. Please check it out on the Pineville Neighbor's Place website.

#### **PUBLIC HEARING**

Three Public Hearings were held.

6. **Public Hearing for Ipex (Travis Morgan)** - to consider a rebuild and expansion of existing pipe manufacturing facility (**INFORMATIONAL**).

Motion made by Council Member Maxim, Seconded by Council Member Gladden to open the public hearing for IPEX.

**Voting Yea:** Mayor Pro Tem Davis, Council Member Maxim, Council Member Stinson-Wesley, Council Member Gladden. There were ayes by all and the first public hearing was opened.

Travis Morgan, Planning & Zoning Director stated that the hearing was for an expansion to the business located at 10100 Rodney St. The expansion would be at 10320 Rodney St. made up of approximately 7.6 acres which would be added to their existing 140,000 sq. ft. existing building. Ipex is considered a Class II manufacturer - they manufacture pipe.

Parcel # 10230 sits right in the middle of their parcels but is not owned by them. Should they want to improve it, the total square footage would be 455,000K. They would need to complete the sidewalks and provide the necessary landscaping as well.

The height limit on any of the buildings is 55 feet high. Any additional silos are not to exceed 65 feet tall. Council Member Les Gladden asked if there were any restrictions on where silos could be located. Mr. Morgan stated that as long as it was located on the side or rear of the building, there was no specific distance limit of where a silo could be located.

Mayor Pro Tem Melissa Davis just wanted to be sure that any noise be kept under control and maintenance on the machinery kept up. Mr. Morgan reassured her it was noted on the plan under #7.

Council Member Joe Maxim asked Mr. Morgan if his recommendations were acceptable to Ipex to which Mr. Morgan replied that that were and that the company had been easy to work with. The project manager for Ipex stated that they took the comments about the noise very seriously and that they were sparing no cost to sound-proof the building and it will be a closed-door operation with air conditioning. They will be manufacturing molding out of this office.

There were no further questions or comments. **Motion made by Council Member Gladden, Seconded by Mayor Pro Tem Davis** to end the Public Hearing at 6:47 p.m.

**Voting Yea:** Mayor Pro Tem Davis, Council Member Maxim, Council Member Stinson-Wesley, Council Member Gladden voted to end the Public Hearing for Ipex.

7. **Public Hearing for Beacon Partners (Travis Morgan)** - to consider changes to their previously approved plan for Pineville Logistics Center (**INFORMATIONAL**).

**Motion made by Council Member Maxim, Seconded by Council Member Stinson-Wesley** to open the Public Hearing for Beacon Development.

**Voting Yea:** Mayor Pro Tem Davis, Council Member Maxim, Council Member Stinson-Wesley, Council Member Gladden. Vote was unanimous to open the Public Hearing for Beacon Development.

Mr. Morgan stated that the Public Hearing was for a Conditional Zoning Request for revisions to Beacon's original plan for the Carolina Logistics Park located between Nations Ford Rd. and Downs Rd. They were requesting three amendments to their original plan:

- 1) Add additional/larger signage
- 2) Add additional front yard parking for passenger vehicles. Original plan had 943 spaces; they would like to increase that to 1647 spaces.
- 3) Original plan did not call for tractor trailer parking but request is to add 12 spots for tractor trailer parking.

Mr. Morgan stated that there were 41 spaces in the front that he would prefer to see removed. John Morris of Beacon Partners stated that they had missed that on their plan and that those spaces would be removed.

Beacon was proposing a large, 18-foot tall art piece for signage on the Nations Ford Road entrance. They proposed using old farm implements found on the property to create an art piece to pay tribute to the farmland they're building on and to create interest. On the Downs Road side of the site, they proposed a CLP sign at 6 feet x 6.3 feet. Mr. Morgan reminded them they could only have a sign at 50 feet maximum. Mr. Morris agreed that the sign did not need to be more than 50 feet tall so they will keep it at that.

Mr. Morgan continued, stating that 6-7 foot tall, large evergreens would be used to screen the trailer parking but that staff supported elevated elevations. Responding to a question from Council Member Stinson-Wesley, Mr. Morgan stated that Building #2 was the flagship building and Building #4 had a similar look but not quite to the level of Building #4. He was in favor of Beacon changing Building #2 to mirror the look of #4. Beacon representative, Craig Fleming, noted that the renderings were more generic but that in person, it would look nicer because there would be more windows and glazing than what was shown on the plan.

Mr. Morgan clarified that the screening on the trailers would be 6-7 foot-tall evergreens planted 8 feet on center. Council Member Les Gladden requested they add screening on Building #10 at the top parking lot with the tractor trailers that are there as well, using large trees. John Core of Beacon Partners, added that Southern Magnolias and other large, 8-foot trees would be screening that trailer lot.

The discussion centered around whether this artwork was considered a sign or simply artwork. Mr. Morgan wanted to be sure that if another applicant requested similar signage, council would need to be able to justify why they allowed it for Beacon but not for anyone else. As long as Council could justify why they allowed this piece, he was OK with it. Mayor Edward noted that the CLP logo at the top of the artwork was so small that people wouldn't notice it or even know what it means. Council Member Stinson-Wesley added that if you could use proportion as a way to approve it, that might help since the CLP was a small portion of a larger piece of artwork. Council Member Gladden suggested making it more of a dedication to the families that owned and farmed on the land. Mr. Morgan proposed using all of that as a way to justify approval of the sign/art piece – the scale/size, general intent of the sign as a piece of artwork especially using historical pieces. Using the size of the sign/artwork vs. the acreage would also help to put it more in line with what is allowed with shopping mall signage.

John Morris of Beacon Partners asked if the CLP logo could stay or would have to go. Mr. Morgan stated that as long as it stays as shown on the underside of the art piece, it should be OK. The consensus of Council was that it should be done with easements and not with separate parcels.

Mr. Larry Shaheen commented that he didn't see any sidewalks along the connector road. Mr. Morris stated that there were sidewalks along both sides of the road but may be difficult to see over ZOOM. Mr. Shaheen stated that he was going on record that he was not in favor of the signage and he was made to remove the signage he had. He did not think that Pineville was handling signage fairly and because it was Amazon, they were allowed a larger sign while he had to remove his sign. Council Member Gladden clarified that Mr. Shaheen was upset because he wasn't allowed to have two signs and they were now allowing it for Beacon.

With no further discussion, Council Member Les Gladden moved to close the Public Hearing, seconded by Mayor Pro Tem Melissa Davis. There were ayes by all and the hearing ended. Council requested a vote be taken right then. Mayor Edwards agreed and asked for a motion. Council Member Les Gladden moved to approve the amendments to the Carolina Logistics Park with the following conditions:

- As agreed, the 12 tractor trailer spaces would go away
- Restrictions on the signage as discussed
- Extra screening required where necessary

Council Member Joe Maxim seconded the motion and Mayor Edward polled each council member for a vote:

Mayor Pro Tem Davis = yes  
 Council Member Maxim = yes  
 Council Member Stinson-Wesley = yes  
 Council Member Gladden = yes

Motion passed unanimously.

**8. Public Hearing (Travis Morgan) - to present and consider several revisions to the Town Code of Ordinances (INFORMATIONAL):**

Mayor Pro Tem Melissa Davis moved to open Public Hearing #3 for Town Code revisions. Council Member Amelia Stinson-Wesley seconded the motion and the hearing was opened.

Mr. Morgan explained that the proposed changes to the Town Code were more house-keeping type items that included the following:

- 1) **Section 72.99** - Update fines to a \$50 minimum so unpaid fines could be collected through the Debt-Setoff program
- 2) **Section 10.12** - Update definition of "Computing Time" to move more toward a federal standard
- 3) **Update Town Code** - referencing NCGS Chapter 160A to 160D necessary for all municipalities to change their codes to reflect recent legislation
- 4) **Section 72.19** - Update parking of large vehicles from 1 1/2 tons to 6 tons; to address tractor trailers parking in lots overnight

Council Member Stinson-Wesley asked if the last item pertained to the ½ dozen trailers that were parked in the Monkey Joe's parking lot to which Mr. Morgan replied that it did, along with the ones that were parking in a vacant restaurant lot at Centrum Pkwy. There was little discussion on these items so the motion was made by Council Member Gladden to close the Public Hearing, seconded by Council Member Maxim. There were ayes by all and the Public Hearing ended.

**OLD BUSINESS - None**

**NEW BUSINESS**

**9. Vote on Public Hearing for IPEX - Once Public Hearing has closed, Council may vote on the issue.**

Mayor Edwards asked for a motion on the Ipex expansion project and proceeded with a roll call vote. Council Member Gladden moved to approve the expansion project for Ipex, seconded by Mayor Pro Tem Davis. A roll call vote was taken:

Mayor Pro Tem Davis = yes  
 Council Member Maxim = yes  
 Council Member Stinson-Wesley = yes  
 Council Member Gladden = yes

Motion passed unanimously to approve the Ipex expansion project.

**10. Vote on Public Hearing for Beacon Partners - once Public Hearing has ended, Council may vote on the item. Vote was taken directly after the hearing (see above).**

**11. Vote on Public Hearing for Town Code revisions - once the Public Hearing has ended, Council may vote on the items:**

- 1) Increase fines to a minimum of \$50 at Section 72.99
- 2) Revise definition of "Computing Time" at Section 10.12

- 3) Change references to NCGS Chapter 160A to Chapter 160D
- 4) Revise Parking of large vehicles from 1 1/2 tons to 6 tons at Section 72.19

Council Member Maxim moved to approve all four of the Town Code revisions presented, seconded by Council Member Stinson-Wesley. A roll call vote was taken:

Mayor Pro Tem Davis = yes  
Council Member Maxim = yes  
Council Member Stinson-Wesley = yes  
Council Member Gladden = yes

Motion passed unanimously to amend all four of the Town Code revisions presented as is.

12. **Electricities Resolution No. 2021- 07 (Ryan Spitzer)** - Consider resolution to decommission the Catawba Nuclear Plant (**ACTION ITEM**). Mr. Spitzer explained that the town was a part of the NCMPA1 for electric generation/purchasing of power from Nuclear Power plants. As part of that group, the town is required to set aside money to decommission the Catawba Nuclear Plant but North Carolina limits what the money can be invested in by the NCMPA1. Electricities is trying to pass legislation that would allow investment in other funds that would have a better rate of return and, in turn, potentially reduce power costs. They have asked participants for their support in this endeavor and the resolution is to show that support.

Hearing no discussion on the matter, Council Member Gladden moved to approve Resolution No. 2021-07 supporting Electricities in their efforts to allow further investment options with funds set aside for the decommissioning of the Catawba Nuclear Plant. Motion was seconded by Mayor Pro Tem Davis. A roll call vote was taken by Mayor Edwards:

Mayor Pro Tem Davis = yes  
Council Member Maxim = yes  
Council Member Stinson-Wesley = yes  
Council Member Gladden = yes

Vote was unanimous to support Electricities in their efforts. Resolution No. 2021-07 passed 4-0.

13. **RESOLUTION NO. 2021-08 (Ryan Spitzer/Travis Morgan)** - A resolution in opposition to the Zoning changes proposed in HB401 and SB349 (**ACTION ITEM**). Mayor Edwards spoke about legislation currently proposed to limit control of zoning requirements and allow multi-unit housing in every zoning district that is zoned for single family dwellings. This legislation would eliminate the ability for municipalities to determine what is right for their communities and reduce home rule even further. A resolution opposing this, Resolution No. 2021-08, was drawn up to be sent to all sponsors of this bill expressing Council's concern and opposition to it. Council Member Amelia Stinson-Wesley stated that both the NCLM and the Carolina Regional Council (formerly COG) also expressed their opposition to this legislation.

Hearing no further discussion on the matter, Council Member Maxim moved to approve Resolution No. 2021-08 in opposition to proposed legislation to reduce Zoning requirements in all municipalities. Council Member Stinson-Wesley seconded the motion. A roll call vote was taken:

Mayor Pro Tem Davis = yes  
Council Member Maxim = yes  
Council Member Stinson-Wesley = yes  
Council Member Gladden = yes

Vote was unanimous to approve the resolution opposing proposed legislation to reduce Zoning requirements in all municipalities.

#### STAFF UPDATE

14. **Manager's Report/Staff Reports.** Mr. Spitzer reported on the following:

- There will be siren testing at the nuclear plant tomorrow in case any calls about it are received
- Resolutions circulating regarding the possibility of changing the election from this year to next year would mean a change in the timeframe of council member's terms



- Pineville PD is partnering with the library to bring a mobile unit here tomorrow at the parking lot of the Hut
- Council Member Gladden unable to make the April 29<sup>th</sup> Budget Meeting so the CIP can be discussed at the meeting of April 22<sup>nd</sup> if Council would like to do it then
- US Developments did a Phase I inspection on the old police lot and hit a gaseous element which caused them to request an extension to June 1<sup>st</sup> of their due diligence period
- Public Works Director, Chip Hill, reached out to our NCDOT rep regarding the Franklin St. repairs needed. They indicated this should have been done by now but was not sure why it hadn't been
- Asked Council if they wanted to put an RFP out on the mill site or wait to hear from US Developments. Mayor Pro Tem Davis requested to discuss at next Work Session Meeting on April 29, 2021. Brief discussion ensued regarding cleaning up of the corner area of the site, moving fence back and removing power poles from the site where the memorial is proposed. Mayor requested Council make a decision on the site for the memorial so it can be blocked off since various cars and trucks are parking in that lot. Mr. Spitzer asked for a decision on selling a piece of that lot to Mr. Brown.
- Council Member Gladden noted grass growing up around the orange fence on Leitner Dr. Requested something be done about it
- Council Member Gladden asked Zoning Director, Travis Morgan, to check the townhomes on the corner of Main and Cranford Dr. as he did not think they were constructing the elevations that were approved on their plan
- Brief discussion regarding construction traffic cutting through on Cranford Dr. which they should not be doing. Mr. Spitzer figuring out best way to handle. Talking to Meritage Homes about putting up a barricade that PD would enforce if construction traffic still using Cranford to cut through.

#### 15. Calendar of Events for April/May

Mayor Edwards asked for a five-minute break at 8:52 p.m. before moving into Closed Session. At 9:06 p.m. motion was made by Council Member Maxim and seconded by Mayor Pro Tem Davis to enter the Closed Session. Motion passed 4-0.

#### CLOSED SESSION

16. Discussion of matters pursuant to NCGS 143-318.11 (3) to consult with attorney on a legal matter – Town attorney was consulted on a legal matter pertaining to Planning & Zoning.
17. Discussion of matters pursuant to NCGS 143-318.11 (6), a personnel issue – Discussion took place regarding an issue brought up by an employee. Once discussion concluded, the board had a consensus on which steps to take moving forward.

Council Member Gladden moved to end the Closed Session, seconded by Council Member Stinson-Wesley. There were ayes by all. The Closed Session ended and Council was back in Open Session.

#### OPEN SESSION

Once back in Open Session, Council Member Stinson-Wesley moved to allow attorney to send letter to employee to resolve the employee issue. This was seconded by Council Member Gladden. There were ayes by all and the motion passed unanimously.

18. Discussion on the Employee Handbook (*Ryan Spitzer/Linda Gaddy*) - Council to review, discuss and vote on any changes to the Employee Handbook (**ACTION ITEM**) Roll call vote required. Due to the discussion in Closed Session, it was recommended to hold off on further discussion or revisions to the Employee Handbook until a later date.

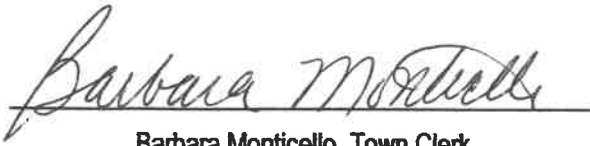
#### ADJOURN

Council Member Joe Maxim moved to adjourn the meeting at 10:26 p.m., seconded by Council Member Amelia Stinson-Wesley. Motion passed 4-0 to adjourn the meeting.

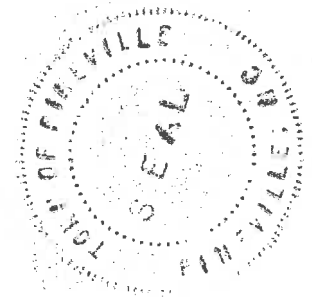


Mayor Jack Edwards

**ATTEST:**



Barbara Monticello, Town Clerk





## **MINUTES**

### **CALL TO ORDER**

Mayor Edwards called the meeting to order at 6:05 p.m. Council Member Joe Maxim moved to open the meeting at 6:05 p.m., seconded by Council Member Les Gladden. There were ayes by all and the meeting commenced.

Mayor Edwards asked to skip to item #2 on the agenda as Mr. Julian Wilson had not joined the meeting yet to go over his presentation for Palmetto Armory.

### **DISCUSSION ITEMS**

2. **Discussion on Cone Mill property (Ryan Spitzer)** - Discussion on next steps for this property. **(INFORMATIONAL)**. Town Manager, Ryan Spitzer, stated that he and the Mayor had a conversation with DFI who had originally assisted with the sale of the old mill property. They agreed to do another RFP for the site if Council wanted them to. Council was not keen on the idea of residential units on that property but DFI pointed out that a lot of the projects they see coming through now tend to have a residential component to them. It's just easier to start building homes first because while they are moving people in them, it gives them more time to find a tenant for the commercial side of the project. Unless a developer already has a tenant lined up to go into the space, they don't want to build just commercial buildings. DFI would also do a market study, which they had done originally. That process would take about 2-3 months.

Mayor Pro Tem, Melissa Davis, stated that most people she had talked to did not want to see townhomes there. They were not opposed to commercial development but they did not want to see townhomes. Council Member Joe Maxim was not in favor of residential either and wanted a place that provided employment opportunities. Mayor Pro Tem Davis wanted to know if it could be used as greenspace or a park. Mr. Spitzer stated that because it was a Brownfield site with contaminated soil, it could not be used as a park, nor could single family residences be built on it since children may play on the ground with the contaminated soil. He added, however, that from the old two white houses down to the town hall, anything could be built there.

Council Member Les Gladden, noted that they were against the wall in this instance because townhomes could be the difference between getting a deal and getting a really good deal. It was either Council accepts a lower offer for just an office on the property or gets a higher price by allow some residential, along with office or commercial space, especially if that was what the market was dictating. Council Member Amelia Stinson-Wesley agreed; she, too, has heard from residents that they were done with townhomes but also understood that the market is calling for them. She asked if Council could specify in their RFP a specific number or per centage of homes they would like there? Mr. Spitzer responded that it could be done either way but they would need to figure out what that number was. Council Member Stinson-Wesley was in favor of capping the number of units.

Council Member Joe Maxim was concerned about what the town had done in the past by pushing back hard on density issues with other properties and just did not want to allow greater density for one developer but not the other. He wanted to be sure the town was applying its regulations fairly across the board. Additionally, he was not in favor of mixed use as he was skeptical that one investor could potentially buy up all the units and rent them out as one such investor did in his neighborhood. He would rather see more of what US Development is doing with smaller rental units above commercial/retail buildings with increased opportunities for employment in Pineville.

Council Member Gladden requested that Mr. Spitzer get an opinion from Electricities if they think the warehouses in the back of the property should stay or go. If Electricities thinks they should go, it might be wise to have them demolished while we still have the demolition crew here.

Mayor Edwards was more in favor of commercial but if the market at this time was calling for townhomes, Council may need to consider it but he reminded the board that they had all agreed there would be no more apartments. Planning and Zoning Director, Travis Morgan, stated that it was easier to regulate things like parking, landscaping or elevations, but

much more difficult to regulate ownership of multiple units. There's not a whole lot that can be done if an investor buys multiple units and rents them all out. Mayor Edwards added that the bill that was currently trying to be passed into law would make it that much easier for developers to put multi-family housing anywhere and even though it may not pass this year, they will continue to try to pass it like they have each year.

1. **Palmetto Armory (Travis Morgan)** - Text amendment proposal for an indoor shooting range. **(INFORMATIONAL)**. Council was ready to move on and go back to item #1 but the applicant still had not joined the meeting. It was decided that instead of tabling the item, Mr. Morgan would do his portion of the presentation first.

Planning and Zoning Director, Travis Morgan, stated that it had been a while since the town had gotten an external request for a text amendment. Text amendments must go to the Planning Board first and then required to have a Public Hearing afterward. The request before them was to have an indoor gun range located where the Office Depot currently is located across the street from Carolina Place Mall and in front of the old Dicks store where a bowling alley/entertainment center will soon be located. He asked Council to consider where they would want this type of business to be located. Some towns allow it in their commercial districts, others in their industrial areas. He was thinking ahead in case any other requests come in for similar uses or for an outdoor shooting range and he would like to have something in place before it actually happens. He leaned on Charlotte's and Waxhaw's regulations for guidance in formulating regulations for Pineville. Some of his concerns were:

- Noise
- Air Quality
- Being located near incompatible uses
- Bullet stop wall standards

As it stands now, the proposed location for the gun range is in the B-4 Zoning District (*zoned for business*) and while it is zoned for gun sales and repairs, it was not zoned for a gun range. While things such as setbacks, decibel levels, and other qualitative measures can be put in place, he was still concerned about air quality and will research this further. He added that Mecklenburg County showed all firing ranges as stand-alone buildings.

Council Member Amelia Stinson-Wesley asked what would happen if a neighboring store, such as the Vitamin Shop closed up and a Charter School came in to that spot? Mr. Morgan said it was a good question – most towns had indicated that since the gun range was there first, they were permitted to remain there but could not expand and others stated that they could expand so it would be something they would have to take into consideration. He added that this was the first flush of information he was able to put together but a lot more flushing out of information still needed to be done.

Council Member Joe Maxim asked Council if the B-4 Zoning District was the right district to put this business in. Mr. Morgan stated that a Conditional Use was the safer way to go with this. He added that the more detailed and clearer the conditions and parameters were, the better. There's some question as to the standards of the back wall plates and who actually oversees that or if there's an industry standard. Mayor Edwards stated that it was federally regulated by the ATF (Alcohol, Tobacco & Fire Arms) who has to license any dealer. Additionally, they come twice a year to check out the gun ranges. He thought the back wall plates were changed out every five years or so.

At this time, Mr. Julian Wilson, had joined the meeting and stated that OSHA was heavily involved in site visits to gun ranges. They test for lead contamination, that the range is operating safely and checking for any unsafe activity being conducted. Council Member Gladden asked about building standards to which Mr. Wilson replied that there were industry standards in place. A business called Action Target is one of the largest entities that supplies the back wall plates to many ranges. Mr. Wilson purchases his plates through this company. Mayor Pro Tem Davis asked Mr. Morgan to check on any complaints or incidents that may have occurred in some of the other towns while Council Member Gladden suggested he call one of the district reps at Action Target to get more information. Mr. Morgan replied that if the applicant could get that information for him, it would save some time. Council Member Stinson-Wesley recommended getting feedback from other towns that have ranges. Mr. Wilson offered to share municipality information and contacts with anyone that wanted them.

At this time, the floor was turned over to Mr. Wilson who provided some background on how he came to be in the business. He explained that Palmetto wasn't just a gun store but one that offered other sporting goods and apparel. The major function of the business, however, was to train people on proper handling of firearms. He has several stores, mostly in SC, one in GA and one about to open in Denver, NC. He has a good working relationship with the ATF and added that gun ranges were closely regulated due to the smell of gun powder.

He explained that there were certain criteria he looks for when opening up a new store such as being close to an interstate, stand-alone building, the right size, and not in a residential area – it was the perfect location that checked all the boxes for him. Currently, Office Depot is renting the space from him as Staples will be buying out Office Depot and close operations at that location. As noted above, he purchases his back wall bullet plates from Action Target and stated that they make such good quality, high standard plates, that he doesn't have to change his at all.

3. **FY2021-2022 Budget (Ryan Spitzer)** - Discussion or questions on any outstanding items. **(INFORMATIONAL)**. Mr. Spitzer stated that if Council was good with the FY21-22 budget, there would be a Public Hearing at the May Council Meeting which all determined should be hybrid of a limited number of attendees as well as a ZOOM meeting for those that don't want to attend in person.

The Fire Department was requesting a raise in the stipend paid to the Chief's position from \$25,000 to \$35,000 so they were looking at the job description for that position. Council Member Maxim asked where we stood with the Police and Telecommunicator salaries. Mr. Spitzer responded that the Telecommunicators' salaries were increased by 10% which would be a \$36,000 hit to the budget, while the police department salaries would also increase by 10%, along with a 2% COLA adjustment across the board. This will result in a \$179,000 hit to the budget. Mayor Edwards asked if Mr. Spitzer had heard of any police departments cutting their budgets due to recent trends in defunding police departments. Mr. Spitzer had not heard of any cuts.

Mr. Spitzer stated that Finance Director, Richard Dixon, would give an analysis of where the town stood currently with its budget at the May Council Meeting. Mayor Pro Tem Davis wanted to be sure they were clear on the sponsorships for the year. Mr. Spitzer stated that \$15,000 would be put aside for the ASC but only \$10,000 would be given to them up front. They would talk with the ASC at a later date to determine if the remaining \$5,000 would be given to them. Mr. Spitzer added that there would be no increase in any fees or taxes to residents but once the Public Hearing was held in May, the budget could not be increased at all; it could decrease but it could not increase.

4. **Discuss Possible Fire Station Locations (Ryan Spitzer)** - Council to narrow down location choices for a new Fire Station **(INFORMATIONAL)**. Mr. Spitzer was still waiting to hear back from the Fire Department on their preferences for where they want to see a new fire station built. Council Member Gladden stated that from the talks he had with some of the firemen, the two choices they seem to be favoring right now were Lowry St. and where they are now on College St.

All agreed that a two-story facility would take up less of a foot print and therefore, less land needed which would help to keep the cost down. Mr. Spitzer still would like to discuss it with Jason Klemowicz and then put some building footprint layouts down on paper to determine exactly how much building space would be needed. The department will need to pick up the pace for deciding on a location because they will need to work up a contract with whoever owns the property they decide on. They will need to decide the footprint of the building before they can make a final decision as to where it will go.

Additional items that were briefly discussed included:

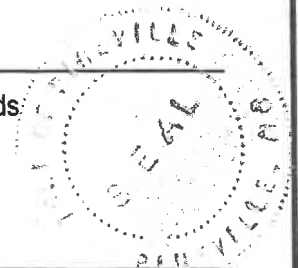
- Citizen complaint process – Ryan to send Council a flow chart he worked up.
- Update provided on the Miller/Smith property – possibly go with either 51 homes with current zoning or allowing 70 homes on smaller lots.
- Mr. Morgan to do calculation on average lot sizes in the area and send it out to council
- Rock hit water line for the Splash Pad and broke it – repairs were being done

**ADJOURN:** Hearing no further comments or discussion, Council Member Les Gladden moved to adjourn the meeting at 8:17 p.m. seconded by Council Member Amelia Stinson-Wesley. There were ayes by all and the meeting concluded.

ATTEST:

  
Barbara Monticello

  
Mayor Jack Edwards



Town of Pineville  
Budget vs. Actual  
4/30/2021

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
<b>Revenues</b>			
Property Tax	\$ 8,125,000	\$ 8,007,951	98.56%
Prepared Food Tax	450,000	678,880	150.86%
Room Occupancy	460,000	221,784	48.21%
Franchise Tax	975,000	789,441	80.97%
Sales Tax	1,200,000	1,774,874	147.91%
Storm Water	405,000	329,023	81.24%
Powell Bill	180,000	203,629	113.13%
Other	1,687,374	1,748,143	103.60%
G/F Repayment from Loan Proceeds	800,000	621,495	77.69%
Sale of Fixed Asset	2,300,000	-	0.00%
Appropriated F/B - Restricted Police	1,063,150	1,063,150	100.00%
Appropriated F/B Stormwater	1,000,000	1,000,000	100.00%
Total	\$ 18,645,524	\$ 15,816,875	84.83%
<b>Expenditures</b>			
Governing Board	\$ 176,715	\$ 108,155	61.20%
Administration	5,939,175	2,343,061	39.45%
Human Resources	222,999	132,445	59.39%
Zoning	436,499	324,174	74.27%
Police	5,494,378	4,546,255	82.74%
Fire	1,701,074	725,808	42.67%
Public Works	852,372	623,668	73.17%
Storm Water	405,000	247,466	61.10%
Powell Bill	908,274	494,553	54.45%
Sanitation	640,000	436,187	68.15%
Recreation	585,264	409,692	70.00%
Cultural/Tourism	1,179,774	666,030	56.45%
Cemetery	4,000	300	7.50%
Contingency	100,000	48,310	48.31%
Total	\$ 18,645,524	\$ 11,106,105	59.56%

**Town Of Pineville**  
**Johnston Road Realignment**  
**4/30/21**

	FY18	FY19	FY20	FY21	Total Project	Project Budget
<b><u>Road Realignment Revenue</u></b>						
DOT grant	-	-			1,175,000	1,175,000
Transfer from Fund Balance					2,492,000	2,492,000
<b>Total Road Realignment Revenue</b>	<b>-</b>	<b>-</b>			<b>3,667,000</b>	<b>3,667,000</b>
<b><u>Road Realignment Expense</u></b>						
Land/Building	731,228	6,586	-	-	737,814	750,000
Engineering	74,089	47,278	84,216	35,605	241,188	307,000
Construction	-	-	-	-	-	2,610,000
<b>Total Road Realignment Expense</b>	<b>805,317</b>	<b>53,863</b>	<b>84,216</b>	<b>35,605</b>	<b>979,001</b>	<b>3,667,000</b>

Town of Pineville  
Electric  
4/30/21

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
Revenues			
Electric	16,204,000	10,974,870	67.73%
Expenditures			
Administration & Billing Support	489,264	286,762	58.61%
Purchased electricity	8,991,096	5,880,209	65.40%
Operations and Maintenance	6,723,640	2,126,905	31.63%
Total	<u>16,204,000</u>	<u>8,293,877</u>	<u>51.18%</u>



Town of Pineville  
ILEC Telephone Fund  
3/31/2021

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
<b>Revenues</b>			
Revenues	1,398,198	1,021,899	73.09%
Telephone Reserves	608,506	608,506	100.00%
<b>Total Revenue</b>	<u>2,006,704</u>	<u>1,630,405</u>	<u>81.25%</u>
<b>Expenditures</b>			
Operating Transfer Out	242,873	242,873	100.00%
Operating Expenses	1,183,981	713,087	60.23%
Plant under Construction	<u>579,850</u>	<u>484,058</u>	<u>83.48%</u>
<b>Total</b>	<u>2,006,704</u>	<u>1,440,018</u>	<u>71.76%</u>

Town of Pineville  
CLEC Telephone Fund  
4/30/2021

	<u>Budget</u>	<u>Actual</u>	<u>% of Budget</u>
<b>Revenues</b>			
Revenue	1,053,127	782,722	74.32%
Transfer from ILEC	242,873	242,873	100.00%
<b>Total</b>	<u>1,296,000</u>	<u>1,025,595</u>	<u>79.14%</u>
<b>Expenditures</b>			
Operating Expenses	904,500	688,991	76.17%
Plant under Construction	391,500	100,997	25.80%
<b>Total</b>	<u>1,296,000</u>	<u>789,988</u>	<u>60.96%</u>

**Town Of Pineville**

**Revenue & Expense Statement - Fund 80**

**4/30/2021**

**Capital Project - Financing**

3360.1240.80	Loan Proceeds Town Hall Library	\$ 21,000,000.00
<b>Total Capital Project - Financing</b>		<b>21,000,000.00</b>

**Capital Project - Expenses**

2003.0000.80	Plant Under Construction	1,669,023.92
7000.7300.80	Capital Outlay Telephone Relocation	-
7000.7301.80	Capital Outlay A&E Fees	-
7000.7302.80	Capital Outlay Legal And Financing Fees	60,673.00
7000.7303.80	Capital Outlay THL Construction	621,495.18
<b>Total Capital Project - Expenses</b>		<b>2,351,192.10</b>

**Total Net** **\$ 18,648,807.90**

**A PROCLAMATION BY THE MAYOR OF THE TOWN OF  
PINEVILLE, NORTH CAROLINA, DECLARING JUNE 4<sup>TH</sup> AS  
"TOURETTE SYNDROME AWARENESS DAY"**

**WHEREAS**, Tourette Syndrome is an inherited neurological disorder that is characterized by involuntary physical and vocal tics that occur many times a day; and

**WHEREAS**, Tourette Syndrome is often accompanied by other mental health disorders such as attention deficit and obsessive-compulsive disorder, learning disabilities, and anxiety; and

**WHEREAS**, Tourette Syndrome and tic disorders affect 1 in 100 children. More than 22,800 school age children in the State of North Carolina alone are dealing with Tourette Syndrome and although some of these cases are aided by medication, there is no standard treatment or known cure for the disorder; and

**WHEREAS**, there is an important need for more professional help with interest and expertise to identify, counsel, and treat people with Tourette Syndrome, a disorder that is often misdiagnosed and misunderstood; and

**WHEREAS**, positive actions to assist children and families living with Tourette Syndrome would result from a broadening of public and professional knowledge and acceptance of Tourette Syndrome; and

**WHEREAS**, the Tourette Association's Greater Carolinas Group, are actively providing services to families, educating medical professionals and teachers, and supporting research to better understand the signs and treatments of TS;

**NOW THEREFORE BE IT RESOLVED** that June 4, 2021, will be recognized as "Tourette Syndrome Awareness Day" in Pineville, North Carolina, as a special day to promote understanding, compassion, and acceptance for all of our fellow citizens who deserve and need our support to break the stigma that surrounds Tourette Syndrome.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the **GREAT SEAL OF PINEVILLE** to be affixed on this 11<sup>th</sup> day of May in the year of our Lord two thousand and twenty-one.

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Mayor Jack Edwards

# Memorandum



**To:** Mayor and Town Council

**From:** Ryan Spitzer

**Date:** 5/7/2021

**Re:** Budget Public Hearing

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## **Overview:**

For the upcoming Fiscal Year staff worked hard to look at the Strategic Priorities that Council set during the Strategic Visioning Retreat and budget towards those goals. The total budget is \$31,232,526. This equates to less than a 1% increase over last year's budget when taking out major one-time expenses. The major factors for this increase are due to increase public safety spending and capital improvement needs.

Revenues are expected to increase slightly from last year due to our recovery from COVID-19. Sales taxes are expected to come in well above the town's budgeted numbers for FY21 and we believe this will carry forward to the upcoming fiscal budget. Town staff also anticipates lodging taxes to begin to increase slowly from what we are seeing this year. The FY22 Budget keeps the tax rate at \$0.33 and all other General Fund, CLEC, and ILEC fees the same. The Electric Fund will have a slight fee increase on renewable energy rates that we pass along to the customer. These fees are spelled out in our agreement with NCMPA1, the agency that we are a part of to buy wholesale power. These increases are reflected in the REPS Schedule on page 24 of the document.

Expenses have stayed relatively flat from last year for most departments. As part of this budget there is an increased emphasis on public safety. There are investments in salaries for both police officers and telecommunicators that equate to an increase of about \$220,000. There is also an increase in general operating spending to improve the efficiencies of the department and to hit on a few of the priorities of the new Police Chief.

The FY22 Budget continues to make investments in capital projects that have been pushed aside in years past. To guide this spending, we are relying on the planning documents that were completed in FY21 to include the PARC Masterplan and the Mobility study. The budget has \$350,000 towards park capital spending for recreational purposes and over \$200,000 towards sidewalk and other mobility projects to help connect neighborhoods to downtown.

During the Public Hearing Council will have a chance to listen to citizen comments on the budget. After the Public Hearing Council can discuss the budget and make any necessary

changes they see as long as taxes, fees, and rates do not increase. I will present the Manager's Budget Statement as part of the June Meeting when all of the details are finalized with the FY21-22 Budget.

**Attachments:**

Budget Ordinance

Proposed Fees – General Fund, Electric, Telephone, Internet

**TOWN OF PINEVILLE, NORTH CAROLINA  
BUDGET ORDINANCE  
FY22**

BE IT ORDAINED by the Governing Board of the Town of Pineville, North Carolina:

**Section 1.** The following amounts are hereby appropriated in the General Fund at the function level for the operation of the town government and its activities for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

General Government	\$ 2,509,796
Public Safety	7,086,761
Transportation/Public Works	1,368,018
Environmental Protection	1,318,257
Recreation/Cultural/Tourism	1,969,214
Contingency Appropriation	<u>100,000</u>
	\$ 14,352,046

**Section 2.** It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Current year Ad Valorem Taxes - Property	\$ 8,100,000
Current year AD Valorem Taxes – DMV	347,502
Payment in Lieu of Taxes	40,000
Powell Bill Funds	200,000
Franchise Taxes	1,000,000
Local Option Sales Tax	1,516,000
Storm Water Funds	450,000
Room Occupancy Tax	250,000
Prepared Food Tax	650,000
U Drive It Tax	225,000
Other Revenues	1,093,044
Appropriated General Fund -Police Restricted Funds	320,000
Powell Bill Reserves	100,000
Interest on Investments	<u>60,500</u>
	\$ 14,352,046

**Section 3.** The following amounts are hereby appropriated at the fund level in the Emergency Telephone System Fund for the operation of the emergency telephone operations for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Emergency System Operations & Capital Outlay	\$ <u>155,058</u>
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**Section 4.** It is estimated that the following revenues will be available in the Emergency Telephone System Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022

Appropriated Fund Balance	\$ 154,758
Interest on Investments	<u>300</u>
	\$ 155,058

**Section 5.** The following amounts are hereby appropriated at the fund level in the Electric Fund for the operation of the electric utility for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Electric Operations and Capital Outlay	\$ 13,526,372
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**Section 6.** It is estimated that the following revenues will be available in the Electric Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Electric Usage Charges	\$13,012,200
Electric Reserves	444,172
Interest on Investments	10,000
Rental Income	30,000
Other Income	<u>30,000</u>
	\$13,526,372

**Section 7.** The following amounts are hereby appropriated at the fund level in the ILEC Telephone Fund for the operation of the telephone utility for the fiscal year beginning July 1 2021, and ending June 30, 2022:

Telephone Operations & Capital Outlay/ILEC	\$ 1,608,200
Transfer to CLEC	<u>384,550</u>
	\$ 1,992,750

**Section 8.** It is estimated that the following revenues will be available in the ILEC Telephone Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

ILEC	\$ 1,246,320
Interest on investments	360
Telephone Reserves	<u>746,070</u>
	\$ 1,992,750



**Section 9.** The following amounts are hereby appropriated at the fund level in the CLEC Telephone Fund for the operation of the telephone utility for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Telephone Operations & Capital Outlay/CLEC	\$ 1,206,300
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**Section 10.** It is estimated that the following revenues will be available in the CLEC Telephone Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

CLEC	\$ 821,750
Transfer from ILEC	<u>384,550</u>
	<u>\$ 1,206,300</u>

**Section 11.** The following amounts are hereby appropriated at the fund level in the Rate Stabilization Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Rate Stabilization Operations	\$ 1,000
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**Section 12.** It is estimated that the following revenues will be available in the Rate Stabilization Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Interest on investments	\$ 1,000
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**Section 13.** There is hereby levied a tax at the rate of thirty-three cents (\$0.33) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2021, for the purpose of raising the revenue listed as "Current year's taxes" in the General Fund in Section 2 of this ordinance. This rate is based on a total valuation of property for the purposes of taxation of \$2,626,739,226 and an estimated rate of collection of approximately 97.0%.

**Section 14.** The Budget Officer and/or Finance Director are hereby authorized to transfer appropriations as contained herein under the following conditions:

- a. Amounts may be transferred between line item expenditures within a function without limitation and without a report being required. These changes should not result in increases in recurring obligations such as salaries.
- b. Amounts up to \$50,000 may be transferred between functions, including contingency appropriations, within the same fund. An official report on such transfers must be made at the next regular meeting of the Governing Board.

c. Amounts may not be transferred between funds, except as approved by the Governing Board in the Budget Ordinance as amended.

**Section 15.** Copies of this Budget Ordinance shall be furnished to the Clerk to the Governing Board and to the Budget Officer and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

Adopted this 8th day of June, 2021.

\_\_\_\_\_ John Edwards, Mayor

\_\_\_\_\_ Barbara Monticello, Town Clerk

## **Town of Pineville Schedule of Fees**

### **Administration**

Notary – \$3  
Copies (8.5 x 11) – \$.15 per page  
Audio/Information on CD – \$5  
Returned Check – \$35

### **Planning and Land Development**

Sign Permit – \$25  
Zoning Verification – \$30  
Copies (8.5 x 11) – \$.15 per page  
Plotted Maps – \$10  
Standard Maps (printed from regular printer) – \$3  
Large Format Scans – \$20/page  
Subdivision Ordinance – 50 pages, \$7.50  
Zoning Ordinance – 234 pages, \$35  
Overlay District (color) – 60 pages, \$30  
Information on CD- \$5  
Returned Check- \$35

### **Subdivision**

Preliminary Plan Residential (Major) – \$500 plus \$5 per lot/unit  
Preliminary Plan Residential (Minor) – \$150 plus \$5 per lot  
Preliminary Plan Commercial, Mixed-Use, and All Other – \$800 plus \$5 per lot  
Lot Recombination – \$50

### **Final Plats**

Final Residential Subdivision Plat (Major)- \$150  
Final Residential Subdivision Plat (Minor) – \$150  
Final Plat All Others – \$150  
Revisions to Final Plats – \$50

### **Variances and Appeals**

Subdivision Variance or Appeal – \$350  
Residential Variance or Appeal (Individual Homeowner) – \$150  
Commercial, Mixed-Use, and All Other Variance or Appeals – \$350

## **Rezoning and Conditional Uses**

Rezoning - \$1,000

Conditional Site Specific Zoning and Rezonings - \$1,000

## **Text Amendments**

Text Amendments- \$400

## **Site Plan Review**

Sketch Plan Review- \$0

Class I All Individual Residential Permits (where required) such as accessory structures, additions, etc. – \$30

Class II Accessory Non-Residential Permits (where required) such as ATM's, dumpsters, walls, fences, etc.- \$75

Class III parking lots, façade modifications, canopies, change of uses, and expansions up to 5,000 sqft.- \$100

Class IV Construction and Expansion from 5,000 to 30,000 sqft.- \$200

Class V Construction, Expansion, and Similar over 30,000 sqft.- \$500

Re-Review Fee (3rd and subsequent reviews) – \$50/hour

## **Utilities**

### **Deposits**

**Residential** (Rental only)- electric: \$125

telephone: \$60 per line

**Business**- electric: \$400

telephone: \$60 per line

**Restaurant/Lounge**- electric: \$1,000

telephone: \$60 per line

### **Reconnect Fees**

**Residential**- electric: \$50

Residential : Telephone & Internet Reconnect Fee: \$5

**Business- electric: \$200**  
telephone: \$5, Internet \$5.00

Meter Tampering- \$150

Returned Check- electric: \$35 telephone: \$35

Copies- electric: \$.15/page telephone: \$.15/page

1. Electric Deposits will be returned upon Termination of Service. Telephone Deposits are returned after 1 year of uninterrupted service plus 8% interest.
2. Electric reconnect fees will be required for businesses for up to two disconnects. Upon the third disconnection, a reconnect fee and an additional deposit will be required.
3. The minimum refund will be \$5.00.

### **Pineville Communication Systems**

Residential Phone Line – 27.00 (not including tax, toll, features or long distance)

Business Line Rates – 37.00 (Single - not including tax, toll, features or long distance)

Broadband residential new rate packages:

50M	\$ 45.95
100M	\$ 55.95
200M	\$ 75.95
300M	\$ 92.95
1GIG	\$ 105.95

Broadband business new rate packages:

50M	\$ 100.95
100M	\$ 125.95
200M	\$ 165.95
300M	\$ 200.95
1GIG	\$ 299.95

## **Police**

Report Copies – \$2 per  
copy  
Fingerprinting – \$15  
per card  
Commercial Vehicle  
Permit – \$25 per day  
(M-F)/\$50 Saturday  
Golf Cart Permit - \$25  
Returned Check – \$35  
Gold Exchange Permit:  
Fingerprinting per  
Employee - \$38

## **Parks and Recreation**

**Hut Rental Fees** (all  
fees include a \$100  
refundable deposit)

### **Wedding Package**

**Resident - \$1,000,  
w/backyard \$1,100  
Non-resident - \$1,200,  
w/backyard 1,400**

### **Hut Weekday Rental Fees**

city resident: \$350  
non-resident: \$550

### **Hut Weekend Rental Fees**

city resident:  
5 hr= \$450  
8 hr= \$600  
extra hour= \$50  
backyard= \$150

non-resident:

5 hr= \$650  
8 hr= \$800  
extra hour= \$75  
Backyard= \$250

**Audio Video Rentals**

Screen Only- \$50  
Mic. Only- \$50  
All A/V- \$250

**BJCC Rental Fees**

(all fees include a \$50  
refundable deposit)

Dining Room (M-Th  
mtg's only - Pineville  
residents only) - \$15/hr.

**Dining Room/Kitchen**

city resident: \$25/hr.  
non-resident: \$50/hr.

**Gym**

city resident: \$25  
non-resident: \$35  
for profit events: \$50

Guest Fee Open Gym-  
\$5/day

**Shelter Rental**

(all fees include a \$50  
refundable deposit)

**Weekday Rental-**

**Small Shelters at Jack  
Hughes Park and  
Small Shelter Lake  
Park**

city resident weekday  
(M-Th):

1/2 day= \$10  
All day: \$20  
non-resident weekday  
(M-Th):  
1/2 day= \$40  
All day: \$80

**Weekend Rental-**

city resident:  
1/2 day = \$25  
all day= \$50

non-resident:  
1/2 day = \$60  
all day= \$120

**Medium Shelter –  
Lake Park**

city resident weekday:

1/2 day= \$15  
All day: \$30

non-resident weekday :

1/2 day= \$55  
All day: \$110

**Weekend Rental-**

city resident:  
1/2 day = \$25  
all day= \$50

non-resident:  
1/2 day = \$75  
all day= \$125

**Large Shelter – Lake  
Park**

city resident weekday:

1/2 day= \$25



All day: \$50

non-resident weekday :

1/2 day= \$75

All day: \$150

**Weekend Rental-**

city resident:

1/2 day = \$40

all day= \$60

non-resident:

1/2 day = \$100

all day= \$175

Stage Rental Fee-

\$50/hr.

**Summer Camp Fees**

**First child**

city resident: \$75/week

non-resident: \$95/week

**Second child**

city resident: \$65/week

non-resident: \$85/week

**After Camp Fees**

city resident: \$30/week

non-city resident:

\$40/week

Some programs and fees are based on the number of participants.

All other class fees are not set rates due to instructor cost and materials.

**Fall Fest Fees**

**Business & Art  
Vendors –**

Novelty Area (10x10  
Single Space Only)  
\$100.00 Fri. & Sat.

**Arts & Craft Non-  
Resident**

\$75.00 (10' x 10') /  
\$150 (10' x 20')

**Arts & Crafts Pineville  
Resident**

\$25.00 (10' x 10') / \$50  
(10' x 20')

**Business Vendors**

\$150 (10' x 10')/ \$300  
(10' x 20')

**Non-profit (10 x 10  
only)**

\$50.00 (limited  
availability)

**Electricity**

\$25.00 (limited  
availability)

**Food Vendors – \$175-  
\$300 depending on size  
of space required and  
food options**



**Town of Pineville  
Electric Rate Schedule  
Schedule 11  
Residential Service**

**AVAILABILITY**

This Schedule is available only to residential customers in residences, condominiums, mobile homes or individually-metered apartments which provide independent and permanent facilities complete for living, sleeping, eating, cooking and sanitation.

**TYPE OF SERVICE**

The Town will furnish 60 Hertz service through one meter, at one delivery point where available:

Single-phase, 120/240 volts; or three-phase, 208Y/120 volts; or other available voltages at the Town's option.

Motors in excess of 2 H.P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Town.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable Commercial Service Schedule.

**MONTHLY RATE**

	<u>Summer</u>	<u>Non-Summer</u>
Basic Facilities Charge	\$10.37	\$10.37
First 500 kWh	0.10353	0.10353
Next 500 kWh	0.11928	0.11928
All over 1,000 kWh	0.11597	0.10998

**DEFINITION OF SUMMER/NON-SUMMER**

Summer: Monthly billings for June through September.

Non-summer: Monthly billings for October through May.

**DETERMINATION OF ENERGY**

The kWh of energy shall be the difference between the current month's watt-hour meter reading and the previous month's watt-hour meter reading.

Effective on and after July 1, 2021.

**PAYMENT**

The Town of Pineville only allows 21 days to pay a bill. Service will be disconnected for non-payment on the first working day after the 21st. Payments may be (a) Mailed to P.O. Box 249, Pineville, N.C. 28134, (b) Paid at the Town Hall, or (c) Placed in the drop box.

**SALES TAX**

Any applicable North Carolina state or local sales tax will be added to the customer's total charges for a month, determined in accordance with the above electric rates.

Effective on and after July 1, 2021.

**Town of Pineville  
Electric Rate Schedule  
Schedule 12  
Residential Service- All Electric**

**AVAILABILITY**

This Schedule is available only to residential Customers in residences, condominiums, mobile homes or individually-metered apartments which provide independent and permanent facilities complete for living, sleeping, eating, cooking and sanitation, in addition, all energy required for all water heating, cooking, clothes drying, and environmental space conditioning must be supplied electrically, and all electric energy used in such dwelling must be recorded through a single meter.

To qualify for service under this Schedule, the environmental space conditioning system and a separate electric water heater must be permanently installed in accordance with sound engineering practices and the manufacturer's recommendations, and both shall meet the following conditions.

**Electric Space Heating:**

1. Room-type systems shall be controlled by individual room thermostats.
2. Heat pumps shall be controlled by two-stage heating thermostats, the first stage controlling compressor operation and the second stage controlling all auxiliary resistance heaters. Auxiliary heaters shall be limited to 48 amps (11.5 kW at 240 volts) each and shall be switched so that the energizing of each successive heater is controlled by a separate adjustable outdoor thermostat. A manual switch for by-pass of the first stage and the interlock of the second stage of the heating thermostat will be permitted.
3. Excess heating capacity (15% more than total calculated heat losses) may be disconnected at option of the Town.
4. The residence shall be insulated so that total heat losses (as calculated by the current edition of ASHRAE Guide) shall not exceed 0.158 watts (0.539 BTUH) per sq. ft. of net heated area per degree F. temperature differential. Duct or pipe losses shall be included in the computation of total heat losses.

**Electric Domestic Water Heater:**

1. Water heaters shall be of the automatic insulated storage type, of not less than 30 gallon capacity, and may be equipped with only a lower element or with a lower element and an upper element.
2. Heaters having only a lower element may have wattage up to but not exceeding the specific wattage as shown below for various tank capacities.

Tank Capacity in Gallons	Maximum Single Element Wattage
30 -39	3,500
40 - 49	4,500
50 and Larger	5,500

Effective on and after July 1, 2021.

3. Heaters having both a lower and an upper element may have wattage in each element up to but not exceeding the specific wattage set forth in the table above for single element heaters, but they must have interlocking thermostats to prevent simultaneous operation of the two elements; however, if the sum of the wattage of the two elements does not exceed the specific wattage for single element heaters set forth in the table above, no interlocking device will be required.
4. Heaters of 120 gallons capacity and larger shall be subject to special approval.

**TYPE OF SERVICE**

The Town will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages where available:

Single phase, 120/240 volts; or three phase, 208Y/120 volts; or other available voltages at the Town's option.

Motors in excess of 2 H.P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Town.

Three phase service will be supplied, if available. Where three phase and single phase service is supplied through the same meter, it will be billed on the rate below. Where three phase service is supplied through a separate meter, it will be billed on the applicable General Service Schedule.

**MONTHLY RATE**

	<u>Summer</u>	<u>Non-Summer</u>
Basic Facilities Charge	\$10.37	\$10.37
First 500 kWh	0.10353	0.10353
Next 500 kWh	0.11168	0.11168
All over 1,000 kWh	0.11026	0.09189

**DEFINITION OF SUMMER/NON-SUMMER**

Summer: Monthly billings for June through September.

Non-summer: Monthly billing for October through May.

**DETERMINATION OF ENERGY**

The kWh of energy shall be the difference between the current month's watt-hour meter reading and the previous month's watt-hour meter reading.

**PAYMENT**

The Town of Pineville only allows 21 days to pay a bill. Service will be disconnected for non-payment on the first working day after the 21st. Payments may be (a) Mailed to P.O. Box 249, Pineville, N.C. 28134, (b) Paid at the Town Hall, or (c) Placed in the drop box.

Effective on and after July 1, 2021.

**SALES TAX**

Any applicable North Carolina state or local sales tax will be added to the customer's total charges for a month, determined in accordance with the above electric rates.

Effective on and after July 1, 2021.



**Town of Pineville**  
**Electric Rate Schedule**  
**Schedule 13**  
**Small Commercial Service**

**AVAILABILITY**

This Schedule is available to the non-residential customer with monthly demand less than 100 kW.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single site.

This Schedule is not available for auxiliary or breakdown service and power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Town, except at the option of the Town, under special terms and conditions expressed in writing in a contract with the Customer.

The obligations of the Town in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits for the delivery of such power. The Town shall not be liable to any Customer or applicant for power in the event it is delayed in or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

**TYPE OF SERVICE**

The Town will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages where available:

Single-phase, 120/240 volts; or  
3 phase, 208Y/120 volts, 480Y/277 volts; or  
3 phase, 3 wire, 204, 480 volts, or  
3 phase voltages other than the foregoing, but only at the Town's option, and provided that the size of the Customer's contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the City's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the Town before purchasing equipment.

Motors less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators and all motors of more than 25 H.P. must be the slip ring type except that the Town reserves the right, when in its opinion the installation would not be detrimental to the service of the Town, to permit other types of motors.

Effective on and after July 1, 2021.

**MONTHLY RATE**

Minimum Demand: 30 kW	<u>Summer</u>	<u>Non-Summer</u>
I. Basic Facilities Charge	\$17.17	\$17.17
II. Demand Charge:		
First 30 kW	No Charge	No Charge
All kW Over 30 kW	\$8.97	\$6.09
III. Energy Charge:		
For the First 100 kWh per kW Billing Demand per Month		
First 3,000 kWh	0.15015	0.15015
All Over 3,000 kWh	0.07303	0.07303
For the Next 200 kWh per kW Billing Demand per Month		
All kWh	0.09477	0.09477
For All Over 300 kWh per kW Billing Demand per Month		
All kWh	0.07541	0.07541

**DEFINITION OF SUMMER/NON-SUMMER**

Summer: Monthly billings for June through September.  
 Non-summer: Monthly billing for October through May.

**DEFINITION OF "MONTH"**

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

**DETERMINATION OF BILLING DEMAND**

At its option, the Town may install a demand meter to measure demand for any customer served under this schedule.

The demand for billing purposes each month shall be the greater of the maximum integrated 30-minute demand measured during the month, or 30 kilowatts.

**DETERMINATION OF ENERGY**

The kWh of energy shall be the difference between the current month's watt-hour meter reading and the previous month's watt-hour meter reading.

Effective on and after July 1, 2021.

**POWER FACTOR CORRECTION**

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Town may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing the resultant value by the average power factor in percent for that month.

**PAYMENT**

The Town of Pineville only allows 21 days to pay a bill. Service will be disconnected for non-payment on the first working day after the 21st. Payments may be (a) Mailed to P.O. Box 249, Pineville, N.C. 28134, (b) Paid at the Town Hall, or (c) Placed in the drop box.

**SALES TAX**

Any applicable North Carolina state or local sales tax will be added to the customer's total charges for a month, determined in accordance with the above electric rates.

Effective on and after July 1, 2021.

**Town of Pineville**  
**Electric Rate Schedule**  
**Schedule 14**  
**Medium Commercial Service**

**AVAILABILITY**

This Schedule is available to the non-residential customer whose monthly demand equals or exceeds 100 kW in any three months of the preceding twelve months but is less than 250 kW.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single site.

This Schedule is not available for auxiliary or breakdown service and power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Town, except at the option of the Town, under special terms and conditions expressed in writing in a contract with the Customer.

The obligations of the Town in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits for the delivery of such power, and the Town shall not be liable to any Customer or applicant for power in the event it is delayed in or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

**TYPE OF SERVICE**

The Town will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages where available:

Single-phase, 120/240 volts; or  
3 phase, 208Y/120 volts, 480Y/277 volts; or  
3 phase, 3 wire, 204, 480 volts, or  
3 phase voltages other than the foregoing, but only at the Town's option, and provided that the size of the Customer's contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the City's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the Town before purchasing equipment.

Motors less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators and all motors of more than 25 H.P. must be the slip ring type except that the Town reserves the right, when in its opinion the installation would not be detrimental to the service of the Town, to permit other types of motors.

Effective on and after July 1, 2021.

**MONTHLY RATE**

Minimum Demand: 30 kW	<u>Summer</u>	<u>Non-Summer</u>
Minimum Bill	\$66.30	\$66.30
I. Basic Facilities Charge	\$21.49	\$21.49
II. Demand Charge:		
All kW	\$8.97	\$6.09
III. Energy Charge:		
For the First 100 kWh per kW Billing Demand per Month		
All kWh	0.08060	0.08060
For the Next 200 kWh per kW Billing Demand per Month		
All kWh	0.07948	0.07948
For All Over 300 kWh per kW Billing Demand per Month		
All kWh	0.07824	0.07824

**DEFINITION OF SUMMER/NON-SUMMER**

Summer: Monthly billings for June through September.

Non-summer: Monthly billing for October through May.

**DEFINITION OF "MONTH"**

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

**DETERMINATION OF BILLING DEMAND**

At its option, the Town may install a demand meter to measure demand for any customer served under this schedule.

The demand for billing purposes each month shall be the greater of the maximum integrated 30-minute demand measured during the month, or 30 kilowatts.

**DETERMINATION OF ENERGY**

The kWh of energy shall be the difference between the current month's watt-hour meter reading and the previous month's watt-hour meter reading.

**MINIMUM BILL**

The minimum bill shall be \$66.30.

**POWER FACTOR CORRECTION**

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Town may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing the resultant value by the average power factor in percent for that month.

Effective on and after July 1, 2021.

**PAYMENT**

The Town of Pineville only allows 21 days to pay a bill. Service will be disconnected for non-payment on the first working day after the 21st. Payments may be (a) Mailed to P.O. Box 249, Pineville, N.C. 28134, (b) Paid at the Town Hall, or (c) Placed in the drop box.

**SALES TAX**

Any applicable North Carolina state or local sales tax will be added to the customer's total charges for a month, determined in accordance with the above electric rates.

Effective on and after July 1, 2021.

**Town of Pineville**  
**Electric Rate Schedule**  
**Schedule 15**  
**Large Commercial Service**

**AVAILABILITY**

This Schedule is available to the non-residential customer whose monthly demand equals or exceeds 250 kW in any three months of the preceding twelve month but is less than 500 kW.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single site.

This Schedule is not available for auxiliary or breakdown service and power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Town, except at the option of the Town, under special terms and conditions expressed in writing with the contract with the Customer.

The obligations of the Town in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits for the delivery of such power, and the Town shall not be liable to any Customer or applicant for power in the event it is delayed in or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

**TYPE OF SERVICE**

The Town will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages where available:

Single-phase, 120/240 volts; or

3 phase, 208Y/120 volts, 480Y/277 volts; or

3 phase, 3 wire, 204, 480 volts, or

3 phase voltages other than the foregoing, but only at the Town's option, and provided that the size of the Customer's contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the City's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the Town before purchasing equipment.

Motors less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators and all motors of more than 25 H.P. must be the slip ring type except that the Town reserves the right, when in its opinion the installation would not be detrimental to the service of the Town, to permit other types of motors.

Effective on and after July 1, 2021.

**MONTHLY RATE**

Minimum Demand: 30 kW	<u>Summer</u>	<u>Non-Summer</u>
Minimum Bill	\$66.30	\$66.30
I. Basic Facilities Charge	\$21.49	\$21.49
II. Demand Charge:		
All kW	\$8.99	\$6.11
III. Energy Charge:		
For the First 100 kWh per kW Billing Demand per Month All kWh	\$0.09163	\$0.09163
For the Next 200 kWh per kW Billing Demand per Month All kWh	\$0.07876	\$0.07876
For All Over 300 kWh per kW Billing Demand per Month All kWh	\$0.06794	\$0.06794

**DEFINITION OF SUMMER/NON-SUMMER**

Summer: Monthly billings for June through September.

Non-summer: Monthly billing for October through May.

**DEFINITION OF "MONTH"**

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

**DETERMINATION OF BILLING DEMAND**

At its option, the Town may install a demand meter to measure demand for any customer served under this schedule.

The demand for billing purposes each month shall be the greater of the maximum integrated 30-minute demand measured during the month, or 30 kilowatts.

**DETERMINATION OF ENERGY**

The kWh of energy shall be the difference between the current month's watt-hour meter reading and the previous month's watt-hour meter reading.

**MINIMUM BILL**

The minimum bill shall be \$66.30.

**POWER FACTOR CORRECTION**

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Town may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing the resultant value by the average power factor in percent for that month.

Effective on and after July 1, 2021.



**PAYMENT**

The Town of Pineville only allows 21 days to pay a bill. Service will be disconnected for non-payment on the first working day after the 21st. Payments may be (a) Mailed to P.O. Box 249, Pineville, N.C. 28134, (b) Paid at the Town Hall, or (c) Placed in the drop box.

**SALES TAX**

Any applicable North Carolina state or local sales tax will be added to the customer's total charges for a month, determined in accordance with the above electric rates.

Effective on and after July 1, 2021.

**Town of Pineville**  
**Electric Rate Schedule**  
**Schedule 16**  
**Very Large Commercial Service**

**AVAILABILITY**

This Schedule is available to the non-residential customer whose monthly demand equals or exceeds 500 kW or greater in any three months of the preceding twelve months but is less than 3,000 kW.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single site.

This Schedule is not available for auxiliary or breakdown service and power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Town, except at the option of the Town, under special terms and conditions expressed in writing with the contract with the Customer.

The obligations of the Town in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits for the delivery of such power, and the Town shall not be liable to any Customer or applicant for power in the event it is delayed in or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

**TYPE OF SERVICE**

The Town will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages where available"

Single-phase, 120/240 volts; or

3 phase, 208Y/120 volts, 480Y/277 volts; or

3 phase, 3 wire, 204, 480 volts, or

3 phase voltages other than the foregoing, but only at the Town's option, and provided that the size of the Customer's contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the City's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the Town before purchasing equipment.

Motors less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators and all motors of more than 25 H.P. must be the slip ring type except that the Town reserves the right, when in its opinion the installation would not be detrimental to the service of the Town, to permit other types of motors.

Effective on and after July 1, 2021.

**MONTHLY RATE**

Minimum Demand: 30 kW	<u>Summer</u>	<u>Non-Summer</u>
Minimum Bill	\$66.30	\$66.30
I. Basic Facilities Charge	\$21.49	\$21.49
II. Demand Charge:		
All kW	\$8.97	\$6.09
III. Energy Charge:		
For the First 100 kWh per kW Billing Demand per Month		
All kWh	\$0.07660	\$0.07660
For the Next 200 kWh per kW Billing Demand per Month		
All kWh	\$0.07445	\$0.07445
For All Over 300 kWh per kW Billing Demand per Month		
All kWh	\$0.06958	\$0.06958

**DEFINITION OF SUMMER/NON-SUMMER**

Summer" Monthly billings for June through September.  
 Non-summer: Monthly billing for October through May.

**DEFINITION OF "MONTH"**

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

**DETERMINATION OF BILLING DEMAND**

At its option, the Town may install a demand meter to measure demand for any customer served under this schedule.

The demand for billing purposes each month shall be the greater of the maximum integrated 30-minute demand measured during the month, or 30 kilowatts.

**DETERMINATION OF ENERGY**

The kWh of energy shall be the difference between the current month's watt-hour meter reading and the previous month's watt-hour meter reading.

**MINIMUM BILL**

The minimum bill shall be \$66.30.

**POWER FACTOR CORRECTION**

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Town may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing the resultant value by the average power factor in percent for that month.

Effective on and after July 1, 2021.

**PAYMENT**

The Town of Pineville only allows 21 days to pay a bill. Service will be disconnected for non-payment on the first working day after the 21st. Payments may be (a) Mailed to P.O. Box 249, Pineville, N.C. 28134, (b) Paid at the Town Hall, or (c) Placed in the drop box.

**SALES TAX**

Any applicable North Carolina state or local sales tax will be added to the customer's total charges for a month, determined in accordance with the above electric rates.

Effective on and after July 1, 2021.

**Town of Pineville**  
**Electric Rate Schedule**  
**Schedule 17**  
**3,000 kW+ Commercial Service**

**AVAILABILITY**

This Schedule is available to the non-residential customer whose total monthly demand is 3,000 kW or greater in any three months of the preceding twelve months.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single site.

This Schedule is not available for auxiliary or breakdown service and power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Town, except at the option of the Town, under special terms and conditions expressed in writing with the contract with the Customer.

The obligations of the Town in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits for the delivery of such power, and the Town shall not be liable to any Customer or applicant for power in the event it is delayed in or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

**TYPE OF SERVICE**

The Town will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages where available"

Single-phase, 120/240 volts; or

3 phase, 208Y/120 volts, 480Y/277 volts; or

3 phase, 3 wire, 204, 480 volts, or

3 phase voltages other than the foregoing, but only at the Town's option, and provided that the size of the Customer's contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the City's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the Town before purchasing equipment.

Motors less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators and all motors of more than 25 H.P. must be the slip ring type except that the Town reserves the right, when in its opinion the installation would not be detrimental to the service of the Town, to permit other types of motors.

Effective on and after July 1, 2021.

**MONTHLY RATE**

Minimum Demand: 30 kW	<u>Summer</u>	<u>Non-Summer</u>
Minimum Bill	\$66.30	\$66.30
I. Basic Facilities Charge	\$21.49	\$21.49
II. Demand Charge:		
All kW	\$8.97	\$6.09
III. Energy Charge:		
For the First 100 kWh per kW Billing Demand per Month		
All kWh	\$0.07070	\$0.07070
For the Next 200 kWh per kW Billing Demand per Month		
All kWh	\$0.07062	\$0.07062
For All Over 300 kWh per kW Billing Demand per Month		
All kWh	\$0.07022	\$0.07022

**DEFINITION OF SUMMER/NON-SUMMER**

Summer: Monthly billings for June through September.

Non-summer: Monthly billing for October through May.

**DEFINITION OF "MONTH"**

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty days.

**DETERMINATION OF BILLING DEMAND**

At its option, the Town may install a demand meter to measure demand for any customer served under this schedule.

The demand for billing purposes each month shall be the greater of the maximum integrated 30-minute demand measured during the month, or 30 kilowatts.

**DETERMINATION OF ENERGY**

The kWh of energy shall be the difference between the current month's watt-hour meter reading and the previous month's watt-hour meter reading.

**MINIMUM BILL**

The minimum bill shall \$66.30.

**POWER FACTOR CORRECTION**

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Town may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing the resultant value by the average power factor in percent for that month.

Effective on and after July 1, 2021.

**PAYMENT**

The Town of Pineville only allows 21 days to pay a bill. Service will be disconnected for non-payment on the first working day after the 21st. Payments may be (a) Mailed to P.O. Box 249, Pineville, N.C. 28134, (b) Paid at the Town Hall, or (c) Placed in the drop box.

**SALES TAX**

Any applicable North Carolina state or local sales tax will be added to the customer's total charges for a month, determined in accordance with the above electric rates.

Effective on and after July 1, 2021.

**Town of Pineville  
Electric Rate Schedule  
Schedule 18  
Outdoor Lighting Service**

**AVAILABILITY**

This Schedule is available to the individual Customer at locations on the Town's distribution system.

**MONTHLY RATE**

**(A) Bracket Mounted Lights**

	<u>Existing Pole</u>	<u>New Pole (35 ft.)</u>	<u>Underground Service*</u>
175W Mercury Vapor (MV)	\$8.94	\$17.76	\$22.06
100W High Pressure Sodium Vapor (HPSV)	\$11.00	\$21.32	\$25.40
250W Mercury Vapor (MV)	\$15.47	\$27.23	\$30.93
250W High Pressure Sodium Vapor (HPSV)	\$20.00	\$31.77	\$35.17
400W High Pressure Sodium Vapor (HPSV)	\$21.54	\$33.32	\$36.61

\* Underground service is available for lights within 150 feet from service pole. For distances exceeding 150 feet, a charge of \$0.0884 for each additional 10 feet will be applied.

Service using overhead conductors is not available in any area designated by the Town as underground distribution area, not in any area, location, or premises being served from an underground source.

**(B) Other Lights**

Decorative and non-standard lights can be installed upon request, at the Town's option, at the rate in (A) above plus an extra monthly charge equal to 1.7 % of the estimated difference in stalled cost between the light and structure requested and the equivalent light and wood pole in (A) above.

**PAYMENT**

The Town of Pineville only allows 21 days to pay a bill. Service will be disconnected for non-payment on the first working day after the 21st. Payments may be (a) Mailed to P.O. Box 249, Pineville, N.C. 28134, (b) Paid at the Town Hall, or (c) Placed in the drop box.

**SALES TAX**

Any applicable North Carolina state or local sales tax will be added to the customer's total charges for a month, determined in accordance with the above electric rates.

Effective on and after July 1, 2021.



**Town of Pineville**  
**Electric Rate Schedule**  
**Schedule LM**  
**Load Management Rider**

**AVAILABILITY**

This rider is available to electrical service used by a non-residential customer whose monthly demand, actual or estimated, exceeds 500 kW at least three (3) months of the year. The availability of credits under this Rider is contingent upon the customer's load reduction resulting in a corresponding reduction in the Town's billing demand from North Carolina Municipal Power Agency Number 1. Monthly credits are applicable for calendar billing months June through September (summer months). Each customer served under this rider shall demonstrate an ability to reduce a minimum of 10 percent of their peak demand for at least two of the four applicable summer months to maintain eligibility.

**MONTHLY CREDIT**

The Customer will receive a Monthly Credit of \$9.00 per kW of demand reduction as defined below.

**DETERMINATION OF DEMAND FOR CREDIT**

The kW Demand for Credit will be determined by the Town and shall be equal to the difference between the customer's average integrated clock hour kW demands during the On-Peak Period of the Peak Management Day for the billing month and the customer's Estimated Peak. One or both of the following two methods, as determined applicable by the Town, will be used for the calculation of Estimated Peak:

1. If the customer initiates load reduction strategies each month during the Town's Peak Management Periods, the Estimated Peak shall be the clock hour demands occurring two hours prior to the On-Peak Period of the Peak Management Day.

OR

2. If the customer elects to make permanent shifts in operating hours to avoid Peak Management Periods, the Estimated Peak shall be determined by the Town from historical recorded demand during the On-Peak Period of the Peak Management Day. The Town will determine the amount of the kW demand reduced for each month of the year.

On-Peak Periods

On-peak periods are non-holiday weekdays during the following times:

June-September	2pm – 6pm
December-February	7am – 9am
All other months	7am – 9am and 2pm – 6pm

Peak Management Days

Peak Management Days are those days on which NCMPA 1 notifies its Participants to activate their peak management programs during On-Peak periods. The Peak Management Day used for in calculating the credit above shall correspond to the one Peak Management Day used by NCMPA 1 for wholesale billing purposes.

Effective on and after July 1, 2021.

Holidays

The following days of each calendar year are considered holidays: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. In the event that any of the foregoing Holidays falls on a Saturday, the preceding Friday shall be deemed to be the Holiday. In the event any of the foregoing Holidays falls on a Sunday, the following Monday shall be deemed to be the Holiday.

The Estimated Peak shall be determined solely and exclusively by the Town. If in the Town's opinion the customer has manipulated its kW load to create a Demand for Credit while no reductions were actually achieved, the customer will receive no credit for that month. If the customer continues to give the appearance of manipulating its load to exaggerate the Demand for Credit, the Town can terminate service under this rider at any time.

**NOTIFICATION BY TOWN**

The Town will use diligent efforts to predict Peak Management Days and provide advance notice to the Customer. However, the Town is not able to guarantee an accurate prediction, or that advance notice will be provided. Notification by the Town will be provided to the Customer by direct telephone communications or automatic signal, as mutually agreed. The Customer will hold the Town harmless in connection with its response to notification. Information on the Town's experience in predicting Peak Management Days is available from the Town.

The Customer assumes responsibility for and shall indemnify, defend, and serve the Town harmless against all liability, costs, and expenses for injury, including personal injury or property damage to Customer and its employees on account of the use of this rider on the Customer's side of the meter, delivery point, or service point.

Effective on and after July 1, 2021.

**Town of Pineville  
Electric Rate Schedule  
Schedule REPS  
Renewable Energy Portfolio Standards (REPS) Charge**

**APPLICABILITY**

The Renewable Energy Portfolio Standards Charge set forth in this Rider is applicable to all customer accounts receiving electric service from the Town of Pineville, except as provided below. These charges are collected for the expressed purpose of enabling the Town to meet its Renewable Energy Portfolio Standards compliance obligations as required by the North Carolina General Assembly in its Senate Bill 3 ratified on August 2, 2007.

**MONTHLY CHARGES:**

Monthly electric charges for each customer account computed under the Town’s applicable electric rate schedule will be increased by an amount determined by the table below:

Customer Type	Renewable Resources	DSM/Energy Efficiency	Total REPS Charge
Residential Account	\$0. <del>778</del> 1	\$0.00	\$0. <del>778</del> 1
Commercial Account	\$4. <del>194</del> 1	\$0.00	\$4. <del>194</del> 1
Industrial Account	\$43. <del>1545.45</del>	\$0.00	\$43. <del>1545.45</del>

**EXCEPTIONS**

Industrial and Commercial Customer Opt-out

All industrial customers, regardless of size, and large commercial customers with usage greater than one million kWh’s per year can elect not to participate in Town’s demand-side management and energy efficiency measures in favor of its own implemented demand-side management and energy efficiency measures by giving appropriate written notice to the Town. In the event such customers “opt-out”, they are not subject to the DSM/Energy Efficiency portion of the charges above. All customers are subject to the Renewable Resources portion of the charges above.

Auxiliary Service Accounts

The following service schedules will not be considered accounts because of the low energy use associated with them and the near certainty that customers served under these schedules already will pay a per account charge under another residential, commercial or industrial service schedule:

- Schedule 18 – Outdoor Lighting Service

**SALES TAX**

Applicable North Carolina sales tax will be added to charges under this Rider.

Effective on and after July 1, 2021.

**Town of Pineville  
Renewable Energy Credit Rider  
Electric Rate Rider RECR-1**

**AVAILABILITY**

This optional rate rider is available to customers on any Town of Pineville (“Town”) rate schedule who operate solar photovoltaic, wind powered, or biomass-fueled generating systems, with or without battery storage, located and utilized at the customer’s primary residence or business. To qualify for this rate rider, the customer must have complied with the Town’s Interconnection Standards and have an approved Interconnection Request Form. As part of the Interconnection Request Form approval process, the Town retains the right to limit the number and size of renewable energy generating systems installed on the Town’s System. The generating system that is in parallel operation with service from the Town and located on the customer’s premises must be manufactured, installed, and operated in accordance with all governmental and industry standards, in accordance with all requirements of the local code official, and fully conform with the Town’s applicable renewable energy interconnection interface criteria. Qualified customers must be generating energy for purposes of a “buy-all/sell-all” arrangement to receive credits under this rate rider. That is, the Town agrees to buy all and the customer agrees to sell all of the energy output and associated energy from the renewable energy resource. Customers with qualified systems may also apply for NC GreenPower credits or sell Renewable Energy Certificate (“REC”) credits.

All qualifying facilities have the option to sell energy to the Town on an “as available” basis and receive energy credits based on the Variable Rates identified in this Rider for the delivered energy.

**MONTHLY CREDIT**

**Avoided Cost Credit Rate\*\*** (\$ per kWh):

	<b><u>Variable</u></b>
On-peak energy*	\$0.0287
Off-peak energy	\$0.0105

\* These energy credits include a capacity component.

\*\*For generation equal to or less than 20 kW the on-peak energy avoided cost credit rate can be applied to all hours.

**MONTHLY ENERGY**

Monthly Energy shall be the total kWh of energy produced by the generating facility during the current calendar month. All energy produced by the Customer’s renewable energy generating system must be delivered to the Town, since the city does not offer net metering at this time.

**ON-PEAK ENERGY**

On-Peak Energy shall be the metered energy during the On-Peak Energy Period of the current calendar month, whereby the On-Peak Energy Period is defined as non-holiday weekdays from 7:00 AM to 11:00 PM EPT.

Effective on and after July 1, 2021.

**OFF-PEAK ENERGY**

Off-Peak Energy shall be the Monthly Energy less the amount of energy billed as On-Peak Energy.

**CONTRACT PERIOD**

Prior to receiving service under this Rider, the Town and the customer shall have entered either an Interconnection Agreement or executed a Certificate of Completion (inverter-based generators less than 20 kW) and a Power Purchase Agreement which covers the special terms and conditions for the customer's requirements related to the interconnection of the customer's renewable energy generating system.

Each of these agreements shall have a minimum term of one (1) year. Either party may terminate the agreements after one year by giving at least thirty (30) days previous notice of such termination in writing.

**GENERAL**

Service under this Rider is subject to the provisions of the Service Regulations of the Town contained in the Town Code of Ordinances

**SPECIAL CONDITIONS**

The customer's service shall be metered with two meters, one of which measures all energy provided by the Town and used by the customer, and the other measures the amount of energy generated by the customer's renewable energy generator which is provided to the Town.

In the event that the Town determines that it is necessary to install any additional equipment to protect the safety and adequacy of electric service provided to other customers, the customer shall pay for the cost of such equipment in accordance with the terms of its Power Purchase Agreement.

Effective on and after July 1, 2021.

**Town of Pineville**  
**Electric Rate Schedule**  
**Schedule 19**  
**OP-20-1 Service**

**AVAILABILITY**

Available only to new commercial or industrial loads which begin receiving service after July 1, 2020. The demand of the new load must be greater than 125 kW and less than 500 kW during at least three months of a twelve-month period.

Service under this Schedule shall be used solely by the contracting customer in a single enterprise, located entirely on a single contiguous site or premises.

This Schedule is not available for auxiliary or breakdown service and power delivered hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for under any other schedule of the Town, except at the option of the Town, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Town in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises, and permits for the delivery of such power, and the Town shall not be liable to any customer or applicant for power in the event the Town is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises, and/or permits.

**TYPE OF SERVICE**

The Town will furnish 60-Hertz service through one meter, at one delivery point, at one of the following approximate voltages where available:

Single-phase, 120/240 volts; or  
3 phase, 208Y/120 volts, 480Y/277 volts; or  
3 phase, 4160Y/2400, 12470Y/7200, or  
3 phase voltages other than the foregoing, but only at the Town's option, and provided that the size of the Customer's load and the duration of the Customer's contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Town's specifications.

The type of service supplied will depend upon the voltage available at or near the Customer's location. Prospective customers should ascertain the available voltage by inquiry at the office of the Town before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators and all motors of more than 25 HP must be of the slip ring type except that the Town reserves the right, when in its opinion the installation would not be detrimental to the service of the Town, to permit other types of motors.

Effective on and after July 1, 2021.

**Monthly Rate**

A. Basic Facilities Charge	\$250.00
B. Demand Charge:	
Monthly Billing Demand	
Summer (June–Sept.)	\$22.50 per kW
Winter (Oct.–May)	\$ 5.00 per kW
Excess Demand (all months)	\$ 3.00 per kW
C. Energy Charges	
Summer (June-Sept.)	
On-Peak	\$0.0550 per kWh
Off-Peak	\$0.0425 per kWh
Winter (Oct.-May)	
On-Peak	\$0.0450 per kWh
Off-Peak	\$0.0400 per kWh

**DEFINITION OF "MONTH"**

The term "month" as used in the Schedule means the period intervening between meter readings for the purposes of monthly billing, such readings being taken once a month.

**DETERMINATION OF BILLING DEMAND****BILLING DEMAND**

Billing Demand shall be the average of the integrated clock hour kW demands measured during the hours of the On-Peak Period on the day identified as the Peak Management Day used by the North Carolina Municipal Power Agency Number 1 (NCMPA1) for wholesale billing purposes during the corresponding month of Customer's billing.

**ON-PEAK PERIODS**

On-peak periods are non-holiday weekdays during the following times:

June-September	2pm – 6pm
December-February	7am – 9am
All other months	7am – 9am and 2pm – 6pm

**PEAK MANGEMENT DAYS**

Peak Management Days are the days on which NCMPA1 notifies its Participants to activate their peak management programs during On-Peak periods. The Peak Management Day used to establish the town's wholesale billing demand is the one Peak Management Day during the month on which NCMPA1 experienced the greatest average load (determined as the average of NCMPA1's integrated hourly loads during the hours of the On-Peak Period).

**EXCESS DEMAND**

Excess demand shall be the difference between the maximum integrated clock hour kW demand recorded during the current billing month and Billing Demand for the same billing month.

Effective on and after July 1, 2021.

**NOTIFICATION BY TOWN**

The Town will use diligent efforts to provide advance notice to the Customer of Peak Management Days if requested. However, the Town does not guarantee that advance notice will be provided. Notification by the Town will be provided to the Customer by direct telephone communications or automatic signal, as mutually agreed. The Customer will hold the Town harmless in connection with its response to notification.

**DETERMINATION OF ENERGY**

The kWh of energy shall be the sum of all energy used during the current billing month as indicated by watt-hour meter readings.

**ON-PEAK ENERGY**

For billing purposes in any month, On-Peak Energy, in kWh, shall be the metered energy during the On-Peak Energy Period, whereby the On-Peak Energy Period is defined as non-holiday weekdays from 7:00 AM to 11:00 PM.

**OFF-PEAK ENERGY**

For billing purposes in any month, Off-Peak Energy, in kWh, shall be the metered total monthly energy less the amount of energy billed in that month under On-Peak Energy.

**POWER FACTOR CORRECTION**

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the Town may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing by the average power factor in percent for that month.

**CONTRACT PERIOD**

Each customer shall enter into a contract to purchase electricity from the Town for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days prior notice of such termination in writing; but the Town may require a contract for a longer original term of years where the requirement is justified by the circumstances.

**PAYMENT**

The Town of Pineville only allows 21 days to pay a bill. Service will be disconnected for non-payment on the first working day after the 21st. Payments may be (a) Mailed to P.O. Box 249, Pineville, N.C. 28134, (b) Paid at the Town Hall, or (c) Placed in the drop box.

**SALES TAX**

North Carolina sales tax of 7% shall be added to the above electric rates. Effective July 1, 2010 there will be no tax added to qualified accounts as outlined in the North Carolina Department of Revenue Sales and Use Tax Bulletin Section 39.

Effective for bills rendered on and after July 1, 2020.

Effective on and after July 1, 2021.



**Town of Pineville**  
**Electric Rate Schedule**  
**Schedule 20**  
**OP-20-2 Service**

**AVAILABILITY**

Available only to new commercial or industrial loads which begin receiving service after July 1, 2020. The demand of the new load must be greater than or equal to 500 kW and less than 1,000 kW during at least three months of a twelve-month period.

Service under this Schedule shall be used solely by the contracting customer in a single enterprise, located entirely on a single contiguous site or premises.

This Schedule is not available for auxiliary or breakdown service and power delivered hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for under any other schedule of the Town, except at the option of the Town, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Town in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises, and permits for the delivery of such power, and the Town shall not be liable to any customer or applicant for power in the event the Town is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises, and/or permits.

**TYPE OF SERVICE**

The Town will furnish 60-Hertz service through one meter, at one delivery point, at one of the following approximate voltages where available:

Single-phase, 120/240 volts; or  
3 phase, 208Y/120 volts, 480Y/277 volts; or  
3 phase, 4160Y/2400, 12470Y/7200, or  
3 phase voltages other than the foregoing, but only at the Town's option, and provided that the size of the Customer's load and the duration of the Customer's contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Town's specifications.

The type of service supplied will depend upon the voltage available at or near the Customer's location. Prospective customers should ascertain the available voltage by inquiry at the office of the Town before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators and all motors of more than 25 HP must be of the slip ring type except that the Town reserves the right, when in its opinion the installation would not be detrimental to the service of the Town, to permit other types of motors.

Effective on and after July 1, 2021.

**Monthly Rate**

A. Basic Facilities Charge	\$750.00
B. Demand Charge:	
Monthly Billing Demand	
Summer (June–Sept.)	\$21.25 per kW
Winter (Oct.–May)	\$ 5.00 per kW
Excess Demand (all months)	\$ 3.00 per kW
C. Energy Charges	
Summer (June-Sept.)	
On-Peak	\$0.0550 per kWh
Off-Peak	\$0.0425 per kWh
Winter (Oct.-May)	
On-Peak	\$0.0450 per kWh
Off-Peak	\$0.0400 per kWh

**DEFINITION OF "MONTH"**

The term “month” as used in the Schedule means the period intervening between meter readings for the purposes of monthly billing, such readings being taken once a month.

**DETERMINATION OF BILLING DEMAND**

**BILLING DEMAND**

Billing Demand shall be the average of the integrated clock hour kW demands measured during the hours of the On-Peak Period on the day identified as the Peak Management Day used by the North Carolina Municipal Power Agency Number 1 (NCMPA1) for wholesale billing purposes during the corresponding month of Customer's billing.

**ON-PEAK PERIODS**

On-peak periods are non-holiday weekdays during the following times:

June-September	2pm – 6pm
December-February	7am – 9am
All other months	7am – 9am and 2pm – 6pm

**PEAK MANGEMENT DAYS**

Peak Management Days are the days on which NCMPA1 notifies its Participants to activate their peak management programs during On-Peak periods. The Peak Management Day used to establish the town’s wholesale billing demand is the one Peak Management Day during the month on which NCMPA1 experienced the greatest average load (determined as the average of NCMPA1’s integrated hourly loads during the hours of the On-Peak Period).

**EXCESS DEMAND**

Excess demand shall be the difference between the maximum integrated clock hour kW demand recorded during the current billing month and Billing Demand for the same billing month.

Effective on and after July 1, 2021.

**NOTIFICATION BY TOWN**

The Town will use diligent efforts to provide advance notice to the Customer of Peak Management Days if requested. However, the Town does not guarantee that advance notice will be provided. Notification by the Town will be provided to the Customer by direct telephone communications or automatic signal, as mutually agreed. The Customer will hold the Town harmless in connection with its response to notification.

**DETERMINATION OF ENERGY**

The kWh of energy shall be the sum of all energy used during the current billing month as indicated by watt-hour meter readings.

**ON-PEAK ENERGY**

For billing purposes in any month, On-Peak Energy, in kWh, shall be the metered energy during the On-Peak Energy Period, whereby the On-Peak Energy Period is defined as non-holiday weekdays from 7:00 AM to 11:00 PM.

**OFF-PEAK ENERGY**

For billing purposes in any month, Off-Peak Energy, in kWh, shall be the metered total monthly energy less the amount of energy billed in that month under On-Peak Energy.

**POWER FACTOR CORRECTION**

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the Town may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing by the average power factor in percent for that month.

**CONTRACT PERIOD**

Each customer shall enter into a contract to purchase electricity from the Town for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days prior notice of such termination in writing; but the Town may require a contract for a longer original term of years where the requirement is justified by the circumstances.

**PAYMENT**

The Town of Pineville only allows 21 days to pay a bill. Service will be disconnected for non-payment on the first working day after the 21st. Payments may be (a) Mailed to P.O. Box 249, Pineville, N.C. 28134, (b) Paid at the Town Hall, or (c) Placed in the drop box.

**SALES TAX**

North Carolina sales tax of 7% shall be added to the above electric rates. Effective July 1, 2010 there will be no tax added to qualified accounts as outlined in the North Carolina Department of Revenue Sales and Use Tax Bulletin Section 39.

Effective for bills rendered on and after July 1, 2020.

Effective on and after July 1, 2021.

**Town of Pineville  
Electric Rate Schedule  
Schedule 21  
OP-20-3 Service**

**AVAILABILITY**

Available only to new commercial or industrial loads which begin receiving service after July 1, 2020. The demand of the new load must be greater than or equal to 1,000 kW during at least three months of a twelve-month period.

Service under this Schedule shall be used solely by the contracting customer in a single enterprise, located entirely on a single contiguous site or premises.

This Schedule is not available for auxiliary or breakdown service and power delivered hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for under any other schedule of the Town, except at the option of the Town, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Town in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises, and permits for the delivery of such power, and the Town shall not be liable to any customer or applicant for power in the event the Town is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises, and/or permits.

**TYPE OF SERVICE**

The Town will furnish 60-Hertz service through one meter, at one delivery point, at one of the following approximate voltages where available:

Single-phase, 120/240 volts; or  
3 phase, 208Y/120 volts, 480Y/277 volts; or  
3 phase, 4160Y/2400, 12470Y/7200, or  
3 phase voltages other than the foregoing, but only at the Town's option, and provided that the size of the Customer's load and the duration of the Customer's contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Town's specifications.

The type of service supplied will depend upon the voltage available at or near the Customer's location. Prospective customers should ascertain the available voltage by inquiry at the office of the Town before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators and all motors of more than 25 HP must be of the slip ring type except that the Town reserves the right, when in its opinion the installation would not be detrimental to the service of the Town, to permit other types of motors.

Effective on and after July 1, 2021.

**Monthly Rate**

A. Basic Facilities Charge		\$1,500.00
<b>B. Demand Charge:</b>		
Monthly Billing Demand		
Summer (June–Sept.)		\$20.00 per kW
Winter (Oct.–May)		\$ 5.00 per kW
Excess Demand (all months)		\$ 3.00 per kW
<b>C. Energy Charges</b>		
Summer (June-Sept.)		
On-Peak		\$0.0550 per kWh
Off-Peak		\$0.0425 per kWh
Winter (Oct.-May)		
On-Peak		\$0.0450 per kWh
Off-Peak		\$0.0400 per kWh

**DEFINITION OF "MONTH"**

The term "month" as used in the Schedule means the period intervening between meter readings for the purposes of monthly billing, such readings being taken once a month.

**DETERMINATION OF BILLING DEMAND**

**BILLING DEMAND**

Billing Demand shall be the average of the integrated clock hour kW demands measured during the hours of the On-Peak Period on the day identified as the Peak Management Day used by the North Carolina Municipal Power Agency Number 1 (NCMPA1) for wholesale billing purposes during the corresponding month of Customer's billing.

**ON-PEAK PERIODS**

On-peak periods are non-holiday weekdays during the following times:

June-September	2pm – 6pm
December-February	7am – 9am
All other months	7am – 9am and 2pm – 6pm

**PEAK MANGEMENT DAYS**

Peak Management Days are the days on which NCMPA1 notifies its Participants to activate their peak management programs during On-Peak periods. The Peak Management Day used to establish the town's wholesale billing demand is the one Peak Management Day during the month on which NCMPA1 experienced the greatest average load (determined as the average of NCMPA1's integrated hourly loads during the hours of the On-Peak Period).

**EXCESS DEMAND**

Excess demand shall be the difference between the maximum integrated clock hour kW demand recorded during the current billing month and Billing Demand for the same billing month.

Effective on and after July 1, 2021.

**NOTIFICATION BY TOWN**

The Town will use diligent efforts to provide advance notice to the Customer of Peak Management Days if requested. However, the Town does not guarantee that advance notice will be provided. Notification by the Town will be provided to the Customer by direct telephone communications or automatic signal, as mutually agreed. The Customer will hold the Town harmless in connection with its response to notification.

**DETERMINATION OF ENERGY**

The kWh of energy shall be the sum of all energy used during the current billing month as indicated by watt-hour meter readings.

**ON-PEAK ENERGY**

For billing purposes in any month, On-Peak Energy, in kWh, shall be the metered energy during the On-Peak Energy Period, whereby the On-Peak Energy Period is defined as non-holiday weekdays from 7:00 AM to 11:00 PM.

**OFF-PEAK ENERGY**

For billing purposes in any month, Off-Peak Energy, in kWh, shall be the metered total monthly energy less the amount of energy billed in that month under On-Peak Energy.

**POWER FACTOR CORRECTION**

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the Town may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing by the average power factor in percent for that month.

**CONTRACT PERIOD**

Each customer shall enter into a contract to purchase electricity from the Town for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days prior notice of such termination in writing; but the Town may require a contract for a longer original term of years where the requirement is justified by the circumstances.

**PAYMENT**

The Town of Pineville only allows 21 days to pay a bill. Service will be disconnected for non-payment on the first working day after the 21 st. Payments may be (a) Mailed to P.O. Box 249, Pineville, N.C. 28134, (b) Paid at the Town Hall, or (c) Placed in the drop box.

**SALES TAX**

North Carolina sales tax of 7% shall be added to the above electric rates. Effective July 1, 2010 there will be no tax added to qualified accounts as outlined in the North Carolina Department of Revenue Sales and Use Tax Bulletin Section 39.

Effective for bills rendered on and after July 1, 2020.

Effective on and after July 1, 2021.

Carol Hill Williams  
*Chairperson*

Elizabeth M. McDowell  
*Secretary*

Beverly Earle  
*Member*

John Gresham  
*Member*

Mary Potter Summa  
*Member*



Michael G. Dickerson  
*Director of Elections*

**MECKLENBURG COUNTY**  
**Board of Elections**

May 03, 2021

Mr. Ryan Spitzer  
Town Manager  
Post Office Box 249  
Pineville, North Carolina 28134

Dear Mr. Spitzer,

As outlined in General Statute §163-294.2(e), the filing fees for Mayor and Town Commissioners are determined by the governing board.

The filing fees for Pineville in 2019 were as follows:

Mayor	\$6.00
Town Council	\$5.00

Please provide written confirmation of your filing fees once determined. Filing begins Friday, July 2, 2021 at 12:00pm. If you have any questions, do not hesitate to contact me at 704-336-2133. Thank you for your attention to this matter.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Michael G. Dickerson", with a long horizontal line extending to the right.

Michael Dickerson  
Director  
Mecklenburg County  
Board of Elections

**PEOPLE \* PRIDE \* PROGRESS \* PARTNERSHIPS**

Carol Hill Williams  
*Chairperson*

Elizabeth M. McDowell  
*Secretary*

Beverly Earle  
*Member*

John Gresham  
*Member*

Mary Potter Summa  
*Member*



Michael G. Dickerson  
*Director of Elections*

**MECKLENBURG COUNTY**  
Board of Elections

May 03, 2021

Mr. Ryan Spitzer  
Town Manager  
Post Office Box 249  
Pineville, North Carolina 28134

Dear Mr. Spitzer,

As outlined in General Statute §163-294.2(e), the filing fees for Mayor and Town Commissioners are determined by the governing board.

The filing fees for Pineville in 2019 were as follows:

Mayor	\$6.00
Town Council	\$5.00

Please provide written confirmation of your filing fees once determined. Filing begins Friday, July 2, 2021 at 12:00pm. If you have any questions, do not hesitate to contact me at 704-336-2133. Thank you for your attention to this matter.

Sincerely yours,

Michael Dickerson  
Director  
Mecklenburg County  
Board of Elections

**PEOPLE \* PRIDE \* PROGRESS \* PARTNERSHIPS**





P.O. BOX 249 ♦ PINEVILLE, NC 28134  
TELEPHONE: 704-889-2291

May 13, 2021

Mr. Michael Dickerson, Director  
Mecklenburg County Board of Elections  
P.O. Box 31788  
Charlotte, NC 28231-1457

Dear Mr. Dickerson:

At its May 11, 2021 regular Council Meeting, the Pineville Town Council voted to keep the election filing fees at their current rates:

Mayor .....\$6.00  
Council Member.....\$5.00

Please allow this letter to serve as official confirmation of the fees. Should you have any questions, feel free to contact me.

Sincerely,

Barbara Monticello, CMC  
Town of Pineville, NC

# Memorandum



**To:** Mayor and Town Council  
**From:** Ryan Spitzer  
**Date:** 5/6/2021  
**Re:** Potential Allocation of Excess Funds

---

## Overview:

Covid-19 was beginning when Town Council was considering and voting on the current Fiscal Year Budget. This inserted uncertainty in to the discussions with respect to anticipated revenues and expenses due to the shutdown. Due to this, Council rightfully determined to put off some capital purchases until later in the fiscal year to determine if revenues would outperform the town's conservative projections.

Projections for revenues were conservative and have been outperforming projections set in May 2020. It not appears that sales tax and other revenue sources will outpace what was projected. The new projections are revenues will be about \$1 million more than projected with a conservative estimate of \$500,000.

Likewise, Covid-19 has caused expenses to run under projections. The shutdown of the economy and work environment early on as well as social distancing guidelines have caused the Town to spend less money. The Town had also received CARES Act funds from the County to offset some of the expenses. Projections for anticipated expenses are projected to be about 90% of budgeted amounts. Conservatively, this equates to about \$1.5 million under budget.

Town staff believes there will be about \$1 million that Council would appropriate. The overage in revenues and the savings in expenses will allow Council to invest in the capital projects that were put off if desired. Those capital projects are:

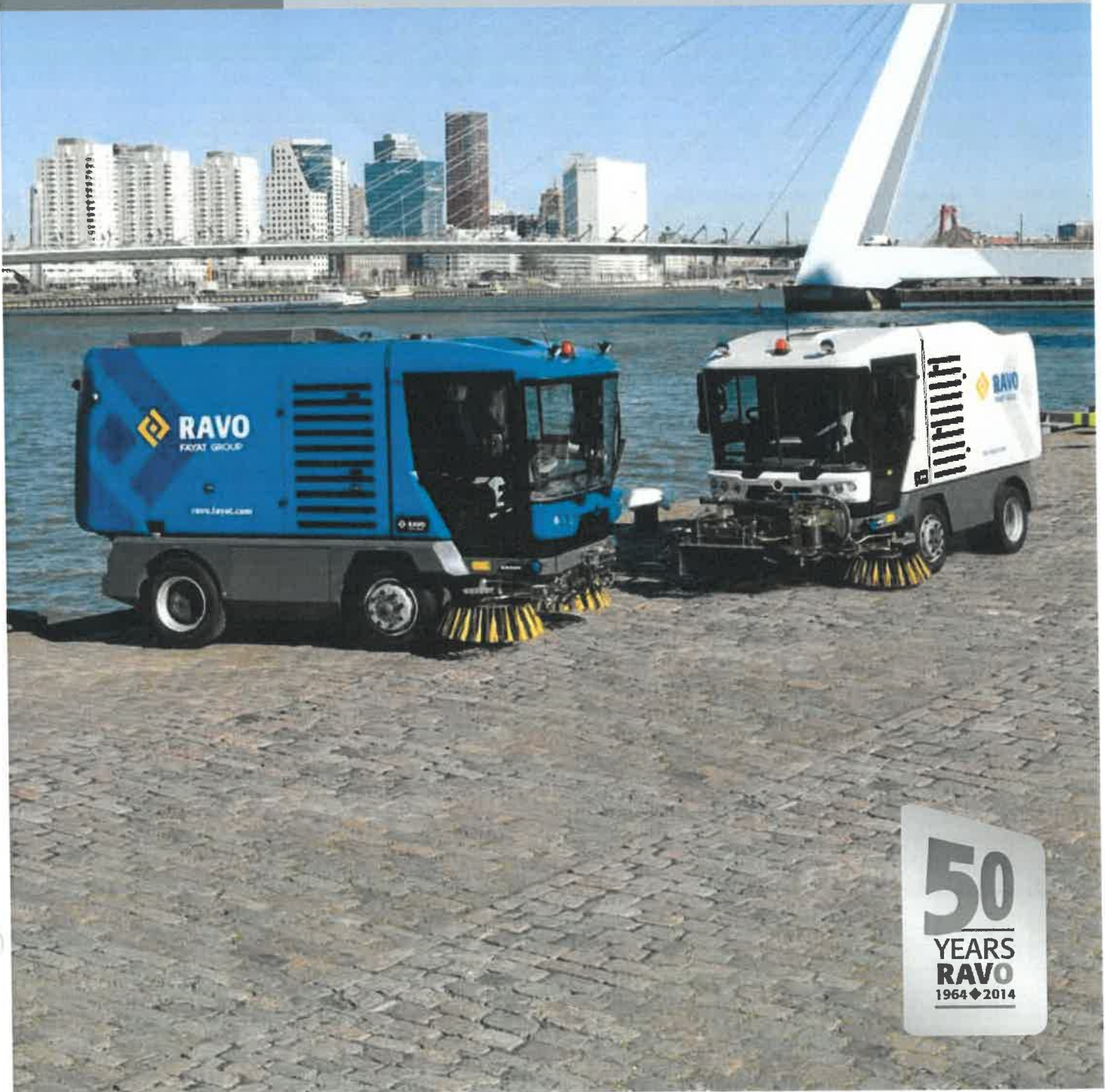
## Expenses

Property for FD:	\$500,000
Property Investigation:	\$60,000
Vac Truck:	\$300,000
FD Side-by-side:	\$30,000
Outdoor Fitness Equipment:	\$35,000
Lake Park Heater/AC:	\$10,000



**RAVO**  
FAYAT GROUP

# RAVO 5 iSeries



**50**  
YEARS  
**RAVO**  
1964 ♦ 2014

# 50 YEARS OF EXPERIENCE PASSIONATE ABOUT SWEEPING

This is a special year for RAVO since we celebrate our 50th anniversary. In 1964, when RAVO was established, the foundation for the first compact vacuum street sweeper was laid. In these 50 years RAVO has grown into a modern production facility based in the Netherlands. Here we produce high quality street sweepers for customers all around the world.

Our international dealer network allows us to provide high standing service to customers worldwide. These customers include famous cities like Rome, Amsterdam, Dubai, Saint Petersburg, Washington DC, Darmstadt, Porto and Bordeaux.

RAVO successfully supports customers to find solutions for modern day issues. RAVO has helped Rome to lower the noise emission of its sweepers by developing a special silent package.

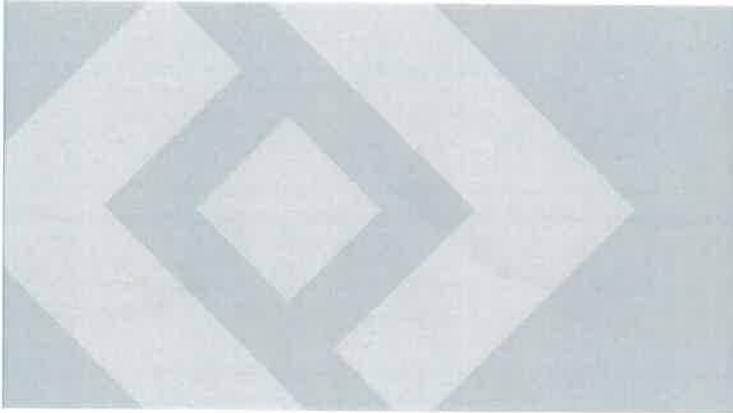
The city of Barcelona needed a sweeper that could sweep and wash simultaneously; RAVO developed the swasher option and these are just a few cases.

RAVO values close relationships with its customers; RAVO support and high service helped Berlin to achieve a higher uptime. These relationships and our one product focus has made the RAVO 5 iSeries into what it is today: World's best and most sold street sweeper.

And not without reason, RAVO delivers at all levels; whether it is about the incredible uptime, fuel savings compared to truck mounted sweepers, operator's comfort or the state of the art build quality. We will keep on going that extra mile to make the RAVO 5 iSeries to what it has become today: the benchmark in sweeping.



# DESIGNED TO PERFORM THE RAVO 5 iSERIES



## A SOLID FOUNDATION

Every detail of the RAVO 5 iSeries has been developed with one thing in mind: a clean street in one pass, no matter which season it is and what the conditions are. Urban or rural area, sand or leaves, desert heat or arctic cold, highways or bicycle lanes.

Therefore every RAVO is standard equipped with:

- An ergonomically designed cabin with adjustable steering column, dashboard and arm rest
- Air conditioning
- A powerful IVECO engine
- Linde hydraulics

- Stainless steel container with a volume up to 5 M<sup>3</sup>
- Loading capacity of 5500 KG
- Extreme manoeuvrability with a turning circle of only 5m (curb to curb)
- An unique pulled brush system:
  - Constant brush pressure extends the brush life with 50%
  - Maintenance friendly: no greasing required.
- Hydraulic front suspension with automatic levelling system
- Only 15 greasing points on the whole machine.



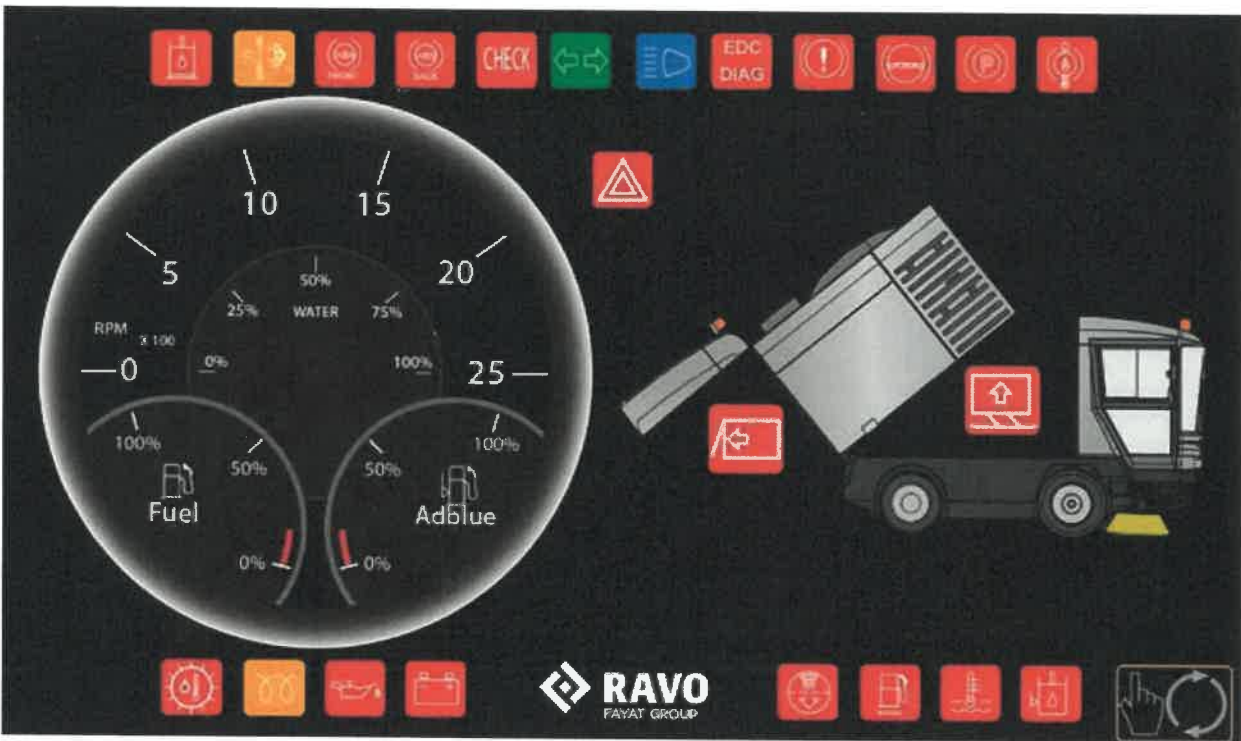
# RAVO PRESENTS: NEW POSSIBILITIES WITH THE NEW iSYSTEM

At RAVO we continuously improve and develop our products. The new RAVO 5 iSeries is an excellent example of our latest innovation. With the new interactive control system, the RAVO 5 iSeries gives a new dimension to sweeping management.

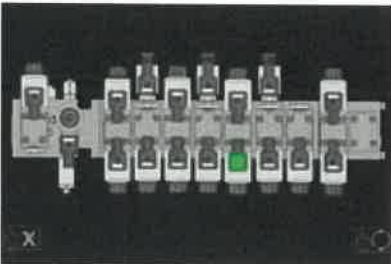
The intelligent iSystem; whether you are sweeping, dumping or driving, the screen adapts to your situation. In one overview

you can check all functions. At any moment during your sweeping job you can review your performance on the iScreen.

The iSystem shows the performance, diagnostics and notifies you when service is required. The iSystem allows you to keep full control over your sweeping performance and fleet management.



*Dumping mode*



*Diagnostic mode*



*Info mode*



*Parameter mode*



## INTELLIGENCE MEETS COMFORT

When it comes to comfort, the new spacious RAVO cabin meets your wishes on ergonomically standards. The following features RAVO offers as a standard:

- iSystem
- Sound isolated cabin
- Panoramic view
- Adjustable steering column, dashboard and arm rest
- Rear view camera
- Air-conditioning
- 12V plug
- Radio with MP3 and USB
- Cup holders.

The RAVO cabin has been designed with the input of experienced international RAVO operators. There are other options available for the cabin to make you feel at ease at your job. You can choose for climate control, an air suspended driver seat, LED work lights and/or an extra storage box.



## EASY MAINTENANCE

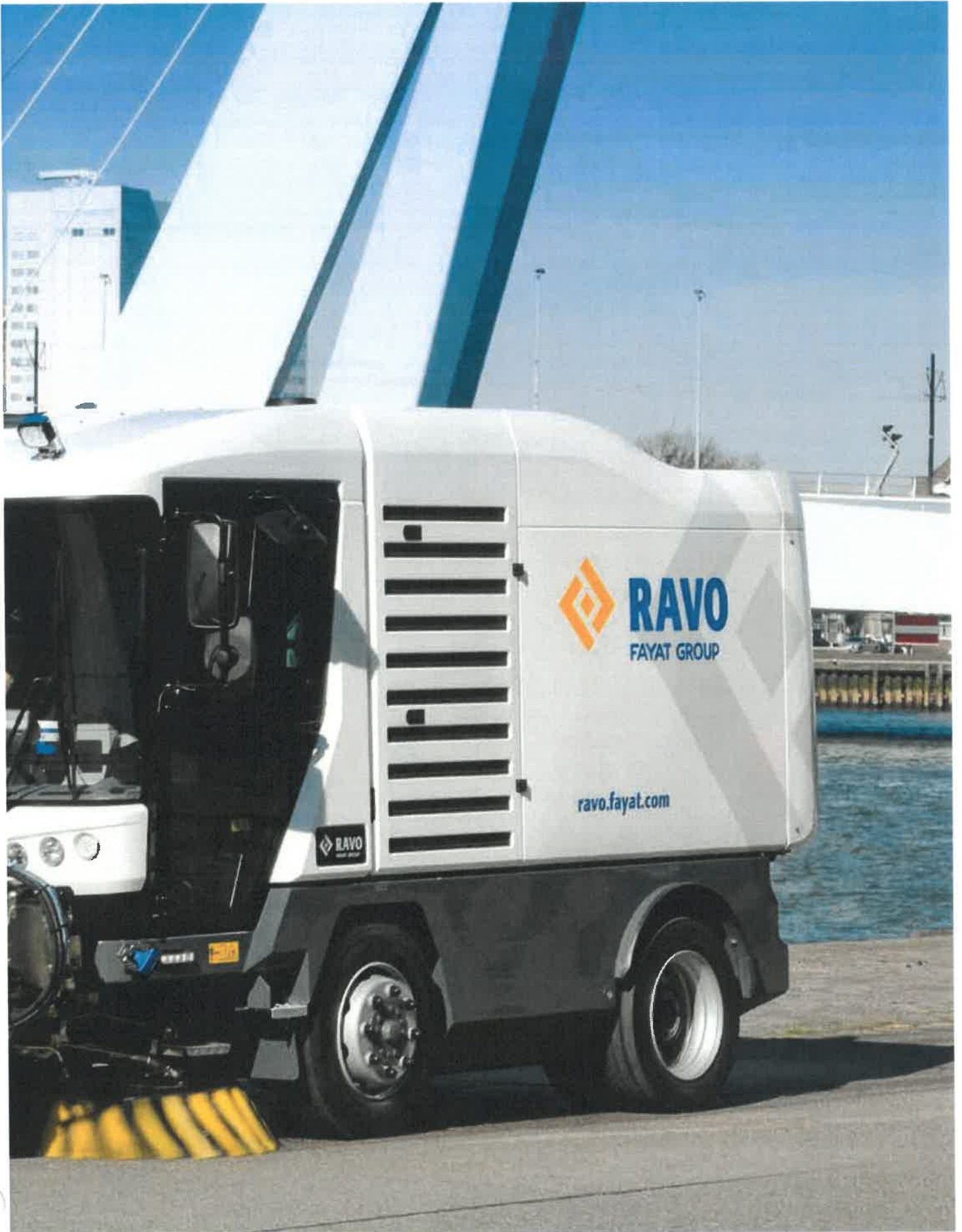
The RAVO 5 iSeries is easy to maintain:

- Unique maintenance friendly brush system
- Fan cleaner
- Big service doors for easy access
- Easy changeable brushes
- Optional easy liftable grid
- Optional high pressure water pump.

# RAVO 5 iSeries, INNOVATION KEEPS YOU GOING











# A VERSATILE PERFORMER

For those who need specific requirements RAVO offers a range of options to customize your RAVO 5 iSeries. Below are some examples of the available options.

## Container dump

This option allows you to dump your debris directly into a container and has a dumping height of 1550 mm.

## Third brush/Weed cutter

The third brush increases the sweeping range of the RAVO 5 iSeries. This option enables drivers to clean pavements and road gutters more efficiently. When used in combination with the weed cutter brush, it is extremely suitable for the environmental friendly removal of weeds. This option can be equipped with a 'quick release' feature, which allows quick removal or installation of the third brush.

## Heavy duty package

Equip your sweeper with a coated suction line to extend its lifetime when working under the heaviest conditions.

## High pressure water pump

The high pressure water pump feature is perfect for quickly cleaning the inside of the container, brush and suction system or street furniture.

## Brush angle adjustment

With the brush angle adjustment you can position the brushes into the optimal angle to sweep gutters, which makes sweeping more efficient.

## Independent brush lifting

The independent brush lifting enables you to reduce brush wear and achieve a longer lifetime of the brushes.

## Swasher installation

Sweep and spray roads and pavements in just one go. The pressurized swasher allows sweeping crews to clean the most difficult reachable places, street furniture and traffic signs. Various configurations in terms of water pressure, water tanks and pumps are available.

## Water recycling

This option doubles your action radius and reduces dust emission at the same time.

## Wander hose

The wander hose is perfect for sucking up leaves and for emptying gutters and waste bins.

## Silent package

The silent package reduces the noise level of the RAVO 5 iSeries by 15%. The package includes special software, sound absorbing materials and special silent brushes.





# RAVO 5 iSeries: MADE IN HOLLAND

Being Europe's number one producer of street sweeping machines and having 50 years of experience makes RAVO a true specialist in the sweeping branch. We have the know-how and skills to meet your wishes. The RAVO 5 iSeries is build according to Dutch standards; high quality, robustness, superior technology and innovative design.



## RAVO: YOUR PREFERRED PARTNER

**Together with our certified and dedicated dealer network we help you exceed your expectations and overcome all challenges.**

We know that your equipment must work 24/7. To proof our trust in the quality of our product we offer a standard warranty of two years or 2000 hours on every sweeper that leaves our factory. On top of that we offer a 5 year warranty on the container and chassis.



## RAVO GENUINE PARTS, DESIGNED TO FIT!



Genuine RAVO parts are produced according to the highest standards of quality, durability and performance.

We carefully compose RAVO service and wear part kits to assure you always have the right parts available for a scheduled service; it's that easy.

### Using RAVO Genuine Parts means:

- Receiving 12 Months warranty on parts
- Meeting the OEM specifications
- Increase the lifetime of your RAVO
- Always the right fit
- Cost savings over the long run.

For more information you can contact your local dealer who has trained parts specialists with the knowledge and experience to assist you.

## RAVO ACADEMY

Training & education is highly valued by RAVO. Whether it is training of our employees and dealers or your operators and engineers. We have different training programs which are available at our own training facility. This is the RAVO Academy.

The RAVO academy enables our dealers and their customers to use and maintain the RAVO sweepers in the most efficient way. This high quality training facility at the RAVO factory in Alkmaar provides trainings on different skill levels.

Our professional RAVO trainers also offer training on location, either at the dealer or at the customer.

Contact your local dealer for more information regarding the training possibilities.



# RAVO 5 iSeries TECHNICAL SPECIFICATIONS

<b>Suction system</b>	
Capacity blower	233 m <sup>3</sup>
Suction nozzle dimensions l x w	112 x 630 mm
Suction nozzle material	Corten steel (optional linatex lining available)
Suction tube diameter	225 mm
Suction tube material	Stainless Steel (optional linatex lining available)
<b>Brush system</b>	
Type	RAVO maintenance free pulling brush system
Available brush diameter	750 mm - 900 mm
Brush rotation speed	0 - 210 rpm
<b>Well-being</b>	
Noise emission Lwa	109 dBA at 3 M distance
<b>Brakes &amp; Electricity</b>	
Front brakes	Hydraulically operated disk brakes
Rear brakes	Hydrostatic hydraulically actuated servo drum brakes
Front suspension	Independent hydro-pneumatic suspension
Rear suspension	Rubber cone springs
Battery	2 x 12 V/Ah
Alternator	90 amperes
Voltage (V)	24 with running engine 28
<b>Maintenance</b>	
Container Material	Stainless Steel inside / ABS cover outside
Total amount of greasing points in sweeper	15
Warranty	2 years or 2000 engine hours whichever comes first
<b>Optional Equipment</b>	
Max. sweeping width incl. third brush	3400 mm
Wander hose	200 mm diameter
Third brush / Weed cutter	750 mm diameter / 900 mm diameter
Silent package Lwa	97 dBA at 3 Meter distance
High pressure water pump	15 L per min. @ 150 bar
Camera	Suction mouth, side view and rearview
Extra water capacity	Up to 1500 Liter

## RAVO 5 iSeries ENGINES

Our machines are equipped with engines which comply with the most stringent emissions legislations. The RAVO 5 iSeries engines are available in Tier 3, Euro 5 or the newest engine Euro 6.

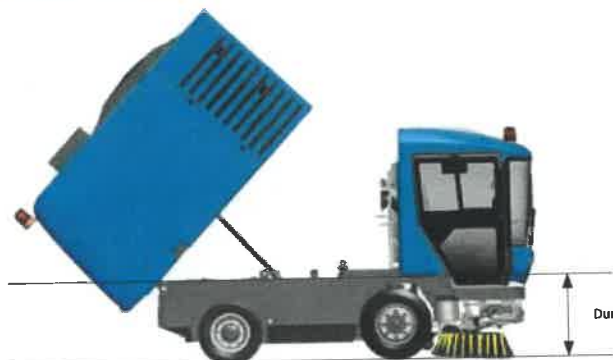


Engine & Drive system	Emission level Tier 3	Emission level Euro 5	Emission level Euro 6
Displacement	4.5 L	3.9 L	4.5 L
Maximum torque	560 Nm @ 1400 rpm	535 @ 1200-2100 rpm	580 @ 1250-1940 rpm
Maximum power	104 kW @ 2200 rpm	118 kW @ 2700 rpm	118 kW @ 2500 rpm
Engine type	Iveco Diesel 4 Cylinder	Iveco Diesel 4 Cylinder	Iveco Diesel 4 Cylinder
Speed (per hour)*	25 - 80 km	25 - 80 km	25 - 80 km
RAVO drive type and drive line system	Linde / Hydrostatic Continuously Variable		

\*Depending on local legislation.

# RAVO 5 iSeries DIMENSIONS, WEIGHT, CAPACITIES

## Standard



Dumping height: 850 mm

Net volume	5 m <sup>3</sup>
Dumping height	850 mm
Total empty weight (curb weight)	5950 kg
Payload	5500 kg

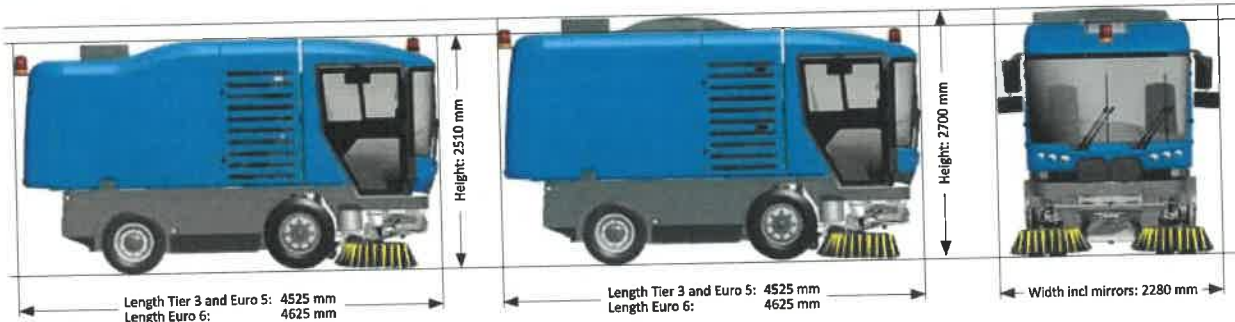
## Container dump



Dumping height: 1550 mm

Net volume	4 m <sup>3</sup>
Dumping height	1550 mm
Total empty weight (curb weight)	6160 kg
Payload	5250 kg

## Dimensions



Dimensions, Weight, Capacities	Emission level Tier 3/Euro 5	Emission level Euro 6
Length	4525 mm	4625 mm
Width incl mirrors	2280 mm	2280 mm
Wheelbase	1816 mm	1916 mm
Sweeping width	2200 - 2500 mm	2200 - 2500 mm
Turning radius curb to curb	5070 mm	5250 mm
Gradeability [%]	Up to 30%	Up to 30%
Gross vehicle weight	11400 kg	11400 kg
Capacity fuel tank	105 l	120 l
Capacity water tank	600 l	600 l

Every effort has been made to ensure that the information in this brochure is accurate. RAVO B.V. is not responsible for printing or clerical errors.



RAVO B.V.  
P.O. Box 286, 1800 AG Alkmaar  
Otterkoog 1, 1822 BW Alkmaar  
The Netherlands

T +31 (0) 72 567 32 32  
F +31 (0) 72 567 32 00

[www.ravo.fayat.com](http://www.ravo.fayat.com)



Dealer Stamp





1520 Pineview Rd.  
Columbia, SC 29209  
Phone (803) 358-0221, Fax (803) 358-0431  
Website: [www.southern-vac.com](http://www.southern-vac.com)

May 5, 2021

Town of Pineville  
Attn: Chip Hill  
200 Dover Street  
Pineville, NC 28134

Mr. Hill,

Southern Vac is pleased to offer the *Town of Pineville* the following **budgetary** quote on a ***New Ravo 5i Series Sweeper with Wander Hose attachment***. Thank you for your consideration. If you have any questions regarding this quote, I can be reached at (828) 708-0965.

Regards,

Pat Barrett



# **Specifications for: Town of Pineville**

## **Ravo 5i STH Street Sweeper**

- Cabin RAVO 990 White
- Container RAVO 9900 White
- Chassis RAVO 147 Pearl Gray
- Instruction Plates English
- 6.5 Yard Stainless Steel Debris Tank
- Gutter Brush Angle Adjustment Right and Left
- Wide Sweeping
- Heavy Duty Fan (Borium)
- Suspended Swivel Wheel
- Coated Suction Nozzle
- Coated Suction Tube
- Coated Suction Tube Bend
- Coated Suction Tube Extension
- Discom Exhaust Silencer TIER 4
- Air Suspended Driver Seat
- Air-Conditioning
- 12 Volt Plug In Cable
- Inspection Door Retainer Stainless Steel
- Easy Lifiable Grid
- Suction Nozzle Camera Color, Rear View Camera Color and Side View Camera Color
- Dual Tires Rear 40km/h
- License Plate Holder
- Step Up on Brush System
- 2 Front Brooms with Two Direction Tilting Options
- Storage Compartment in Front of Passenger Seat

- 2 Operator Manuals (1 Service & 1 Parts)
- Third Broom With Dual Tilt Directions
- Third Brush Quick Release System
- No Large Logos on Side of Unit
- Wander Hose Attachment
- Storage Rack for Hand Tools (included with Wander Hose attachment)
- HP Water Pump with Spray Gun Mounted on Right Hand Side
- 2000 hour warranty on unit (excludes wearable items and operator damage)
- 1 pallet of brooms and 2 gutter brooms to be included
- **Includes 2 Year Preventative Maintenance Plan**



**Total Price: \$250,000.00**

\*Price good for 30 days

**\*\*ALL APPLICABLE SALES TAX AND FEES ARE NOT INCLUDED IN THE QUOTE\*\***

Customer Signature: \_\_\_\_\_

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

Southern Vac Representative: \_\_\_\_\_

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



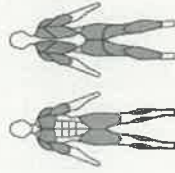


## Elliptical

This cardio station engages the lower body, upper body and core muscles while also encouraging muscle coordination—all without joint impact. The ability to stride both forward and backward allows people to vary their workout and challenge muscles in different ways. Our patented\* resistance mechanism can be adjusted to provide customized intensity. Large foot pads and long arm handles accommodate users of any height.

**Clearance zone:**  
 ASTM 13'0" x 14'1"  
 (3,96 m x 4,29 m)  
 EN 10'1" x 16'1"  
 (3,07 m x 4,89 m)

**Maximum fall height:**  
 20" (0,51 m)  
 • #192457

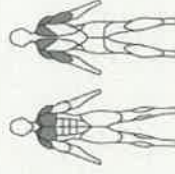


## Parallel Bars

This wheelchair-accessible station features two levels of bars to accommodate beginning and advanced users as well as rehab users. It has been designed to save space and minimize the number of footers by combining two levels of bars on the same center post.

**Clearance zone:**  
 ASTM 14'3" x 19'8"  
 (4,34 m x 6,00 m)  
 EN 13'3" x 15'4"  
 (4,03 m x 4,67 m)

**Maximum fall height:**  
 46" (1,17 m)  
 • #192453



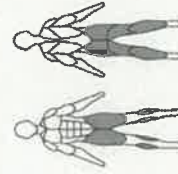


### Cardio Stepper

Provide a cardiovascular/step aerobic workout. Increase or decrease resistance to your desired level by turning the knob on the base—featuring our patented\* technology.

**Clearance zone:**  
ASTM 12'8" diameter  
(3,86 m diameter)  
EN 6'8" diameter  
(2,03 m diameter)

**Maximum fall height:**  
22" (0,56 m)  
• #192455

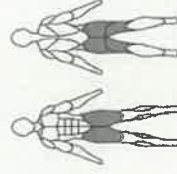


### Squat Press

Builds leg and hip muscle endurance. Features patented\* resistance technology—increase or decrease resistance to your desired level by turning the knob on the base.

**Clearance zone:**  
ASTM 6'8" x 7'9"  
(2,03 m x 2,38 m)  
EN 6'8" x 7'9"  
(2,03 m x 2,38 m)

**Maximum fall height:**  
Not applicable  
• #192461



\*U.S. Patent Nos. 9,802,074 and 9,907,992

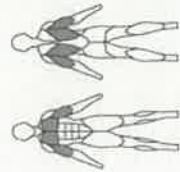


### Chest/Back Press

Builds equal endurance for opposing muscle groups at one fitness station. Our patented\* technology allows you to increase or decrease resistance to your desired level by turning the knob on the base.

**Clearance zone:**  
 ASTM 5'2" x 6'8"  
 (1.58 m x 2.03 m)  
 EN 5'2" x 6'8"  
 (1.58 m x 2.03 m)

**Maximum fall height:**  
 Not applicable  
 • #192456

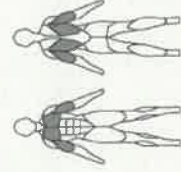


### Assisted Row/Push-Up

A great upper-body workout that exercises multiple muscles with several activities in one station. Bars of multiple heights accommodate users of all fitness levels.

**Clearance zone:**  
 ASTM 17'2" x 17'2"  
 (5.23 m x 5.23 m)  
 EN 11'2" x 20'3"  
 (3.40 m x 6.15 m)

**Maximum fall height:**  
 53" (1.35 m)  
 • #192452



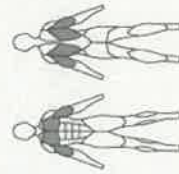


### Pull-Up/Dip

Multiple highly effective strength-building exercises for the upper body.

**Clearance zone:**  
 ASTM 11'6" x 12'2"  
 (3,51 m x 3,71 m)  
 EN 14'9" x 15'9"  
 (4,49 m x 4,78 m)

**Maximum fall height:**  
 81" (2,06 m)  
 • #192460

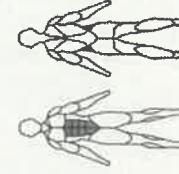


### Ab Crunch/Leg Lift

Works both the upper and lower abdominals, and provides two different activities in one fitness station. Builds core strength.

**Clearance zone:**  
 ASTM 12'8" x 13'3"  
 (3,86 m x 4,04 m)  
 EN 6'8" x 7'3"  
 (2,03 m x 2,21 m)

**Maximum fall height:**  
 21" (0,54 m)  
 • #192451



# STRMECHANICAL

Proposal

Quote# MM1520.20

**Date:** April 12, 2021

**Customer:** Town of Pineville

**Attention:** Tim Jones

**Address:** 1000 Johnston Dr, Pineville, NC 28134

**Project:** Belle Johnston Stage Restroom Heaters and Storage Room (6)

Work to be performed:

- Install (6) surface mount electric heaters 2000 watt
- Run electrical and secure
- Reattached electrical and test operation

**Quote:** \$5,358.70

**NC Sales Tax:** \$388.50

**Total:** \$5,747.20

Clarifications:

- Work to be performed during regular hours
- Pricing includes all labor, material, and truck cost
- One year warranty on Parts and Labor for new equipment

**STRMECHANICAL**  
INDUSTRIAL SERVICE INDUSTRIES

**Customer**

By: Martin Maul

By: \_\_\_\_\_

Title: Account Manager

Title: \_\_\_\_\_

Date: April 12, 2021

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

Acceptance includes all terms and conditions



# STRMECHANICAL

## TERMS & CONDITIONS

1. **ENTIRE AGREEMENT** – This is the complete agreement ("Agreement") between STR Mechanical, Inc. ("STR Mechanical") and ("Customer"), collectively the "Parties". This document cannot be altered and no conflicting oral agreement or conversation shall be valid. Town of Pineville
2. **PRICING** – Prices are good for thirty days from the date of the proposal and cannot be changed during that period unless agreed to in writing by the Parties. Equipment not outlined in the proposal is not covered.
3. **ACCESS** – Customer must allow STR Mechanical safe access to its facilities during and sometimes after normal business hours. STR Mechanical will abide by all Customer site rules and safety regulations to the extent STR Mechanical has been notified of them in writing. If necessary, Customer will remove any material, obstacle, or partition so that STR Mechanical will have access to the equipment to be serviced. Unless otherwise agreed, all service work will be performed during STR Mechanical's normal business hours of 8:00 a.m. to 4:30 p.m., Monday through Friday.
4. **INSURANCE** – STR Mechanical will maintain worker's compensation, employer's liability, and vehicle liability insurance as needed for the term of this Agreement. Proof of insurance shall be furnished upon the Customer's request. Insurance coverage on Customer's property and facilities is the responsibility of Customer.
5. **TAXES** - Sales tax is not included in the price quoted. Customer agrees to pay STR Mechanical all applicable sales or use tax for any change orders or additional work.
6. **WARRANTY** – Any equipment installed and maintained by STR Mechanical will be new, of good quality, and free from defects for a period of one year beginning upon completion of services. There will be no warranty on any work which has not been paid for in full. Except as provided herein, STR Mechanical offers no other warranty or guaranty, express or implied, including any warranty as to merchantability or fitness for a particular purpose. Any warranty work will be performed during normal business hours unless the Parties agree that a valid emergency exists. Warranty does not apply to any equipment that was not installed under this Agreement. Extended warranties covered by the manufacturer are not the responsibility of STR Mechanical. STR Mechanical will not warranty work that was provided by another contractor nor will STR Mechanical be held liable or responsible for past work or future work performed by another contractor, for defects or damages caused by normal wear and tear during normal usage, or for a purpose for which the equipment was not intended.
7. **PAYMENT** - Payment terms are net thirty days from date of invoice. There will be a service charge of 1 1/2% per month for any outstanding balance. Failure to pay invoices pursuant to this paragraph shall be considered a breach of this Agreement. In addition and not in lieu of any remedies which STR Mechanical shall have at law, STR Mechanical shall be entitled to recover in addition to the sums owed, any collection costs incurred, including reasonable attorneys' fees.
8. **LIABILITIES** – STR Mechanical shall not be liable for any consequential, special or indirect damages arising out of any work performed under this Agreement. Customer agrees to indemnify and hold harmless STR Mechanical for any loss or damage arising from any action which is not directly caused by the negligence or fault of STR Mechanical, including, but not limited to, the cost of any lawsuits or reasonable attorneys' fees arising therefrom.

STR Mechanical shall not be liable for

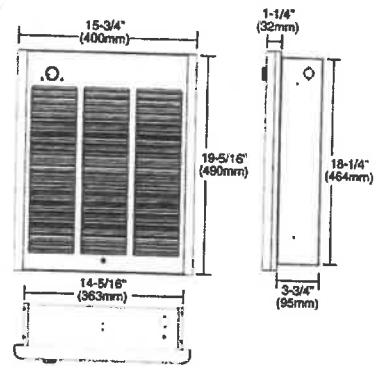
- a. Damage or loss resulting from plumbing failures or blockages, corrosion of pipes or materials, vibration in mechanical equipment, issues from utility companies, lightning strikes, or electrical power failures or electrical issues;
- b. Damage or loss resulting from engineered systems or drawings or specifications, inadequate design of the system, negligence from anyone other than STR Mechanical, malevolent acts and vandalism, unacceptable operation of equipment by Customer, its employees, agents or tenants;
- c. Any property or equipment damage, or personal injury to Customer's personnel, or others, or equipment damage unless caused directly through STR Mechanical's fault or negligence and in such event, only to the extent of such fault or negligence.
- d. Any loss of use, revenue, profit or any other consequential, incidental or indirect damages of any kind.
- e. Any removal, disposal of, or identification of any hazardous or harmful materials including those that contain asbestos, mold, or any other harmful chemical or substance. If any hazardous or harmful materials are found during the course of work, STR Mechanical, has the right to halt the work until the hazard has been properly corrected and shall be granted an extension of work that is equal to the time of delay to complete the remediation work. STR Mechanical reserves the right to be compensated for any loss that occurs due to the delay caused by the hazardous material that is on site;
- f. Damage or loss that correlates to lead times or shipping on materials or parts.

Any claim or dispute arising out of or related to this Agreement that is not informally resolved shall be resolved by mediation, arbitration, or litigation. Mediation shall be a condition precedent for any subsequent arbitration or litigation. If the Parties do not both agree to arbitration, the dispute will be resolved in litigation. In the event of any action proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover their costs, including reasonable attorneys' fees, from the non-prevailing party. Mediation, arbitration and/or litigation shall take place in Charlotte, North Carolina.

9. **DELAYS** – STR Mechanical shall not be liable for any delay in its performance of any work or for any damages suffered by the Customer by reason of such delay, when such delay is directly or indirectly caused by, or in any manner arises from, acts of God, acts of government, riot, strikes, theft, war, fire, explosion or malicious mischief, labor difficulties, shortage of labor, power, materials or supplies, transportation delays, or any other cause or causes beyond its control.
10. **CANCELLATIONS** – Any cancellations by STR Mechanical or the Customer must be in writing. The Customer will be responsible for any costs, expenses and lost profits due to STR Mechanical if this agreement is cancelled prematurely by Customer.
11. **ENVIRONMENTAL** – Customer shall indemnify and hold harmless STR Mechanical from any loss or damage which may arise from any environmental issues. This includes but is not limited to refrigerants, building ventilation, outside air ducting or any related environmental problems.
12. **ADDITIONS** - Any changes, adjustments, additions, or subtractions to the Agreement, must be in writing and signed by both Parties.
13. **PROJECT** - Customer understands that equipment will be out of commission for periods of time during the work that is outlined in the proposal.



# WHB3000 Series Fan Forced Electric Wall Heaters



## Installation, Operation & Maintenance Instructions

Table 1. Specifications

Model Number	Volts	Phase	Watts*	Amps	Min. Supply Wire Gauge
WHB3150FC	120	1	1500	12.5	12
WHB3180FC	120	1	1800	15.0	12
WHB3404FC*	240/208	1	4000/3000 2000/1500	16.7/14.5 8.3/7.2	10 12
WHB3407FC*	277/240	1	4000/3000 2000/1500	14.5/12.5 7.2/6.3	12 12
WHB3307FC*	277	1	3000/1500	10.8/5.4	14
WHB3408FC*	208	1	4000/2000	19.2/9.6	10
WHB34083FC	208	3	4000	11.1	14
WHB34043FC	240	3	4000	9.7	14
WHB3504FC	240/208	1	4800/3600	20.0/17.3	10
WHB3507FC	277/240	1	4800/3600	17.3/15	10
WHB3508FC	208	1	4800	23.1	10

\*NOTE: Factory wired for higher wattage, field convertible to half wattage.

Model Number	Volts	Phase	Watts*	Amps	Min. Supply Wire Gauge
WHB35083FC	208	3	4800	13.4	12
WHB35043FC	240	3	4800	11.6	14
WHB3203FC	347	1	2000	5.8	14
WHB3206FC	600	1	2000	3.3	14
WHB3153FC	347	1	1500	4.3	14
WHB3156FC	600	1	1500	2.5	14
WHB3303FC	347	1	3000	8.6	14
WHB3306FC	600	1	3000	5	14
WHB3403FC	347	1	4000	11.5	14
WHB3406FC	600	1	4000	6.7	14
WHB3503FC	347	1	4800	13.8	12
WHB3506FC	600	1	4800	8	14

\*NOTE: Factory wired for higher wattage, field convertible to half wattage.

## IMPORTANT INSTRUCTIONS

### WARNING

WHEN USING ELECTRIC APPLIANCES, BASIC PRECAUTIONS SHOULD ALWAYS BE FOLLOWED TO REDUCE THE RISK OF FIRE, ELECTRIC SHOCK, AND INJURY TO PERSONS, INCLUDING THE FOLLOWING:

1. Read all instructions before installing or using this heater.
2. This heater is hot when in use. To avoid burns, do not let bare skin touch hot surfaces. Keep combustible materials, such as furniture, pillows, bedding, papers, clothes, etc. and curtains at least 3 feet (0.9 m) from the front of the heater.
3. Extreme caution is necessary when any heater is used by or near children or invalids and whenever the heater is left operating and unattended.
4. Do not operate any heater after it malfunctions. Disconnect power at service panel and have heater inspected by a reputable electrician before using.
5. Do not use outdoors.
6. To disconnect heater, turn controls to off, and turn off power to heater circuit at main disconnect panel.
7. Do not insert or allow foreign objects to enter any ventilation or exhaust opening as this may cause an electric shock, fire, or damage to the heater.
8. To prevent a possible fire, do not block air intake or exhaust in any manner.

9. A heater has hot and arcing or sparking parts inside. Do not use it in areas where gasoline, paint, or flammable liquids are used or stored.
10. Use this heater only as described in this manual. Any other use not recommended by the manufacturer may cause fire, electric shock, or injury to persons.
11. This heater is intended for comfort heating applications and not intended for use in special environments. Do not use in damp or wet locations such as marine or greenhouse or in areas where corrosive or chemical agents are present.
12. When installing, see INSTALLATION INSTRUCTIONS for additional warnings and precautions.
13. For safe and efficient operation, and to extend the life of your heater, keep your heater clean - See MAINTENANCE INSTRUCTIONS.

**SAVE THESE INSTRUCTIONS**

# INSTALLATION INSTRUCTIONS

## ⚠ WARNING ⚠

To prevent a possible fire, injury to persons or damage to the heater, adhere to the following:

1. Disconnect all power coming to heater at main service panel before wiring or servicing.
2. All wiring procedures and connections must be in accordance with the National and Local Codes having jurisdiction and the heater must be grounded.
3. Power supply must enter back box through the knockouts in the RIGHT side of box (see Figure 1). See also TOP marking on the back box for proper orientation.
4. Verify the power supply voltage coming to heater matches the ratings as shown on the heater nameplate.

**CAUTION: ENERGIZING HEATER AT A VOLTAGE GREATER THAN THE VOLTAGE PRINTED ON THE NAMEPLATE WILL DAMAGE THE HEATER AND VOID THE WARRANTY AND COULD CAUSE A FIRE.**

5. **CAUTION** - High temperature, risk of fire, keep electrical cords, drapery, furnishings, and other combustibles at least 3 feet (0.9 m) from front of heater. Do not install heater behind doors, below towel racks, in the ceiling or in an area where it is subject to being blocked by furniture, curtains or storage materials. Hot air from the heater may damage certain fabrics and plastics.
6. To reduce the risk of fire, do not store or use gasoline or other flammable vapors and liquids in the vicinity of the heater.
7. This heater is to be mounted only using back box and may be installed with the back box recessed or surface mounted as described within this manual.
8. The following minimum clearances must be maintained:
  - Bottom of heater to floor - 8" (203 mm).
  - Sides of heater to adjacent wall - 8" (203 mm).
  - Top of heater to ceiling - 36" (915 mm).
9. Do not operate the heater without the grille installed.
10. Do not use this heater for dry out as the paint, plaster, sawdust and drywall sanding dust will permanently damage the heater and must be kept out of the heater.

**NOTE:** This heater has a continuous fan-only feature. See page 4, **Operation Instructions**, step #4 for details.

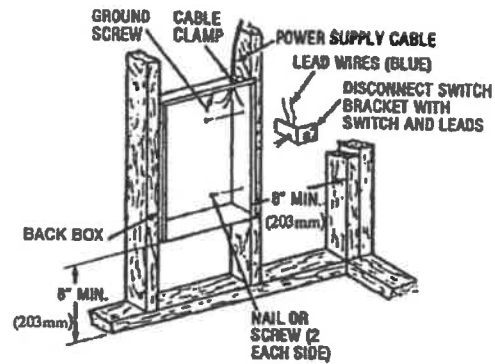
### Installation of Back Box in New Construction

1. Mounting Back Box (See Figure 1).
  - a. Place the back box between two 16" (406 mm) center-to-center wall studs at the desired mounting height but no closer than 8" (203 mm) to adjacent wall or floor.

**NOTE:** If wall studs are spaced greater than 16" on center, additional framing supports may be necessary.

- b. Align back box such that the bottom and sides will be flush with finished wall surface (top flange of back box should protrude approximately 1/2" (12.7 mm) from finished wall surface).
- c. Secure the back box in position with wood screws or nails as shown in Figure 1.

**Not for ceiling mount.**



**Fig. 1: Locating Recessed Back Box in New Construction**

### 2. Power Supply Wiring (See Figure 1)

**NOTE:** Wire compartment volume - 119 in<sup>3</sup> (1950 cm<sup>3</sup>).

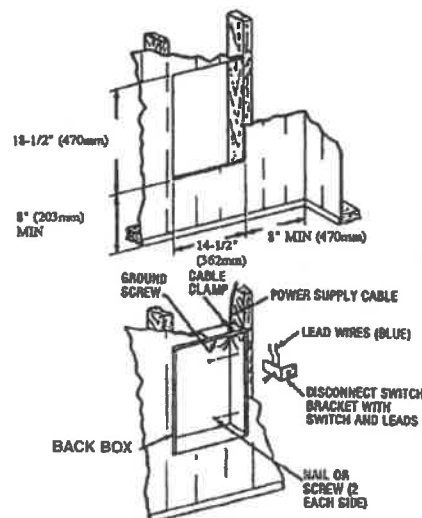
- a. Run a power supply cable into the knockout area in the upper right hand corner of the back box. All wiring must be in accordance with National and Local Electrical Codes. Refer to Table 1, page 1 for correct wire size.
- b. Remove disconnect switch bracket by loosening two screws on the right side.
- c. Install a cable clamp in the knockout in the top of the back box.
- d. Insert power supply cable through cable clamp, allowing at least 6" (152 mm) of leads to extend inside the back box. Connect the blue lead wires of disconnect switch to the supply wire leads using wire connectors (see Wiring Diagrams, page 5).
- e. Ground the back box by connecting the supply ground lead wire to the green ground screw located in the inside top of the back box.
- f. Secure disconnect switch bracket in place by tightening screws.

### Installation of Back Box in Existing Construction

1. Provide a wall opening 14-1/2" (362 mm) wide by 18-1/2" (470 mm) high at the desired mounting height, but no closer than 8" (203 mm) to adjacent wall or floor. (See Figure 2.)

**NOTE:** Locate so at least one side of opening is at wall stud.

### 2. Power Supply Wiring



**Fig. 2: Locating Recessed Back Box in Existing Construction**

**NOTE:** Wiring Compartment Volume - 119 in<sup>3</sup> (1950 cm<sup>3</sup>).

- a. Run a power supply cable into the area above the top of the wall opening. All wiring must be in accordance with National and Local electrical codes. Refer to Table 1, page 1 for correct wire size.
  - b. Remove disconnect switch bracket by loosening the two screws on the right side.
  - c. Install a cable clamp in the knockout in the top of wall back box.
  - d. Insert power supply cable through cable clamp, allowing approximately 6" (152 mm) of cable length to remain inside the back box to facilitate connections.
3. Mounting Back Box
- a. Place the back box into wall opening flush with finished wall surface on bottom and sides of box. (Top flange of backbox should protrude approximately 1/2" or 12.7 mm from finished wall surface).
  - b. Secure the back box in place with wood screws or nails.
4. Wiring Disconnect Switch
- a. Connect the power supply wires to the blue wires of the disconnect switch using wire connectors (see Wiring Diagrams, page 5)
  - b. Ground the back box connecting the supply ground lead wire to the green ground screw located in the inside top of the back box.
  - c. Secure disconnect switch bracket in place by tightening screws.

### Installation of Back Box With Surface Mounting Frame

See Figure 3

1. Secure back box to wall with knockouts in upper right hand corner using screws and anchors.
2. Hang the surface-mounting frame on the back box. Ensure that the back edge of the surface-mounting frame is flush against the wall.

**NOTE:** If heater is located in a high traffic area where it may be subjected to vandalism or abuse, take extreme care to see that the box is firmly attached to the wall.

### 3. Power Supply Wiring

**NOTE:** Wiring Compartment Volume - 119 in<sup>3</sup> (1950 cm<sup>3</sup>).

- a. Run a power supply cable into the area of the upper right corner of the mounting frame. Arrangement of wiring to this point must be in accordance with National and Local codes. Refer to Table 1 page 1 for proper wire size.

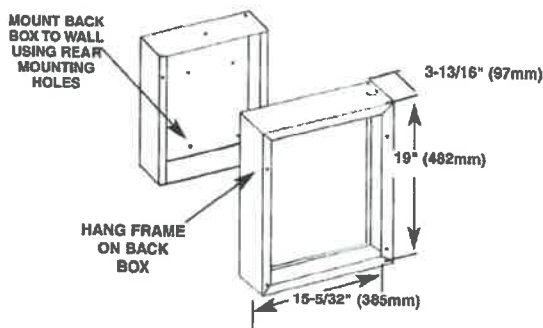


Fig. 3: Surface Mounting Installation

**NOTE:** If the wiring is to run through the wall, cut a hole in the area of the top of the wall box. Run the supply wire through this hole. Then remove the "knockout" from the top of the box and proceed to step C.

- b. Remove the knockout on the top side of the frame.
- c. Remove disconnect switch bracket by loosening the two screws on the right side.
- d. Feed the power supply cable through the frame allowing 6" (152 mm) of lead to remain inside the back box.
- e. Secure the power supply cable to the back box (using cable clamp, connector, or other suitable strain relief) allowing 6" (152 mm) of lead to remain inside the back box.
- f. Connect supply wires to blue wires of disconnect switch using wiring connectors (see Wiring Diagrams, page 5).
- g. Ground the back box by connecting the supply ground leadwire to the green ground screw located in the inside top of the back box.
- h. Secure disconnect switch bracket in place.

### Installation of Heater Assembly and Grille

After back box is completely installed and no further construction dirt is expected, clean debris from back box, remove heater assembly from its carton, then refer to Figure 4 and proceed as follows:

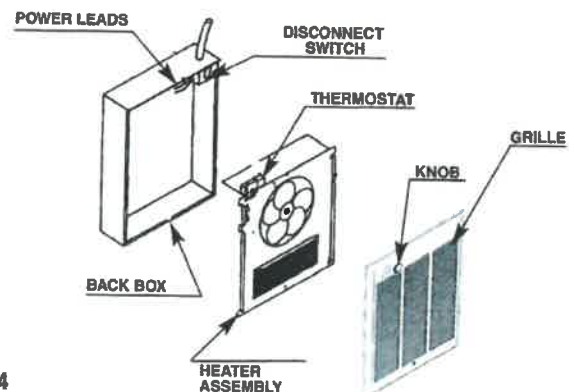


Fig. 4

1. Insert the heater assembly into back box, placing the four mounting holes (with key-hole slots) over the screws in the back box. Tighten all screws securely.
2. If surface-mounting frame is used, ensure that the frame is even with all four heater assembly tabs before tightening screws.
3. Connect the two ON/OFF switch wires to the heater control switch (thermostat) leads using wire nuts. After connection, push wires back into the opening.
4. Turn thermostat to the extreme counterclockwise position.
5. Push ON/OFF switch into ON position.
6. Mount the grille tabs over back box flange (top).
7. Insert screw through bottom hole on grille. The screw threads into the hole on fan panel. Tighten screw until grille is flush to wall (or surface mount frame). **Be careful, do not overtighten.**
8. Push thermostat knob onto thermostat shaft.

# OPERATING INSTRUCTIONS

1. Heater must be properly installed before operation.
2. Rotate the thermostat knob fully clockwise. This should energize the heating elements and fan causing warm air to flow from the hot air discharge at the openings in the bottom of the grille. (see note 5)
3. After the operation check, rotate the thermostat knob to the desired position to obtain room comfort.
4. For continuous fan-only operation (heating elements will not be energized), slowly rotate the thermostat knob clockwise until you hear the fan operate (about 30 degrees from the OFF point).
5. There will be a short delay from the time the unit is turned on until the fan engages. This is to allow the elements time to warm up. The fan will also continue to run once the unit is turned off to allow the elements time to cool.

**NOTE:** For best results, the heater should be left "ON" constantly during the heating season because the thermostat, when properly set, will maintain the desired temperature.

## How To Reset Manual Thermal Overheat Protector Control:

Your heater is equipped with a manual reset thermal overheat protector control that will automatically turn the heater off to prevent a fire if the heater overheats. This control is located on the fan panel assembly between the element and fan blade and marked "RESET". The red reset button can be seen through the front grille when the heater is installed. To reset, allow the heater to cool, then push the red button that is visible through the hole in the fan panel. The heater should immediately return to normal operation.

### WARNING

DO NOT TAMPER WITH OR BYPASS ANY SAFETY LIMITS INSIDE HEATER.

### CAUTION

CAUTION - DO NOT CONTINUE TO ATTEMPT TO USE THE HEATER IF THE SAFETY CONTROL REPEATEDLY OPERATES AFTER BEING RESET. TO DO SO COULD PERMANENTLY DAMAGE THE HEATER OR CREATE A FIRE OR SAFETY HAZARD.

# MAINTENANCE INSTRUCTIONS

It is important to keep this heater clean. Your heater will give you years of service and comfort with only minimum care. To assure efficient operation follow the simple instructions below.

### WARNING

ALL SERVICING BEYOND SIMPLE CLEANING THAT REQUIRES DISASSEMBLY SHOULD BE PERFORMED BY QUALIFIED SERVICE PERSONNEL.

### WARNING

TO REDUCE RISK OF FIRE AND ELECTRIC SHOCK OR INJURY, DISCONNECT ALL POWER COMING TO HEATER AT MAIN SERVICE PANEL AND CHECK THAT THE ELEMENT IS COOL BEFORE SERVICING OR PERFORMING MAINTENANCE.

## User Cleaning Instructions:

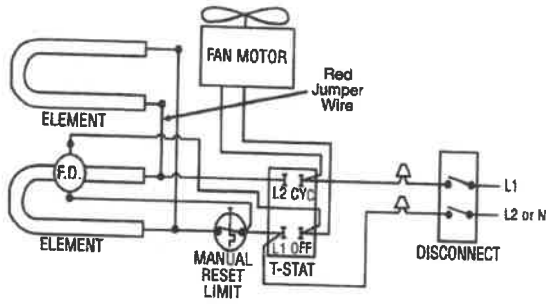
1. After the heater has cooled, a vacuum cleaner with brush attachment may be used to remove dust and lint from exterior surfaces of the heater including the grille openings.
2. With a damp cloth, wipe dust and lint from grille and exterior surfaces.
3. Return power to heater and check to make sure it is operating properly.

## Maintenance Cleaning Instructions:

*(To be performed only by Qualified Service Personnel)*

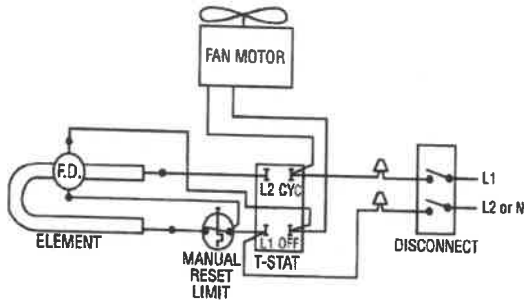
At least annually, the heater should be cleaned and serviced by a qualified service person to assure safe and efficient operation. This should include the removal of the grille and, as necessary the heater from the backbox to clean residue from the unit. After completing the cleaning and servicing, the heater should be fully reassembled and checked for proper operation.

## Wiring Diagrams

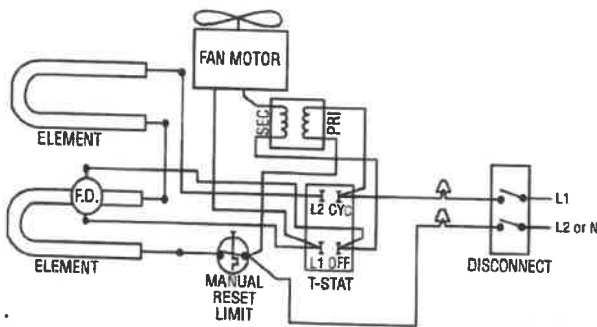


**Wiring Diagram 1:**  
**1500, 1800, 4800, 4000, & 3000 Watt Heaters**  
 120V, 208V, 240V, or 277V (Full wattage heaters can be converted to half wattage by removing the red jumper wire connecting the top and bottom element terminals.) See Wiring Diagram 6 for 4800W, 208V.

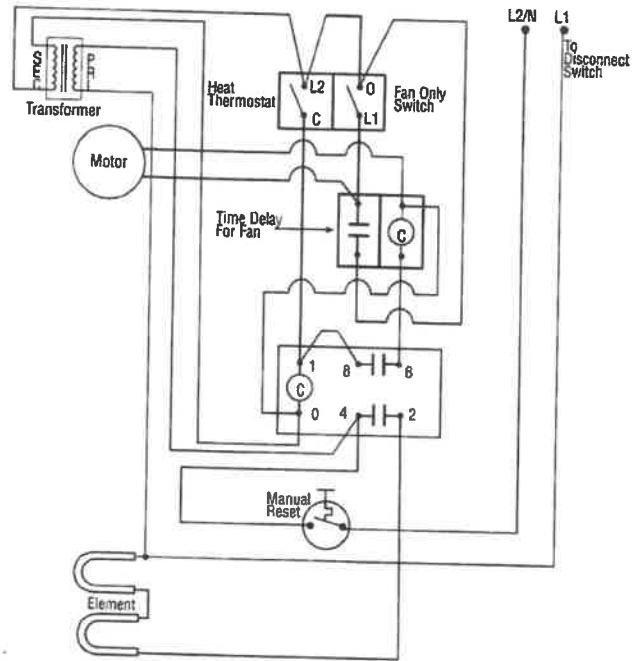
**NOTE:** Conversion to half wattage not applicable to WHB3150FC and WHB3180FC.



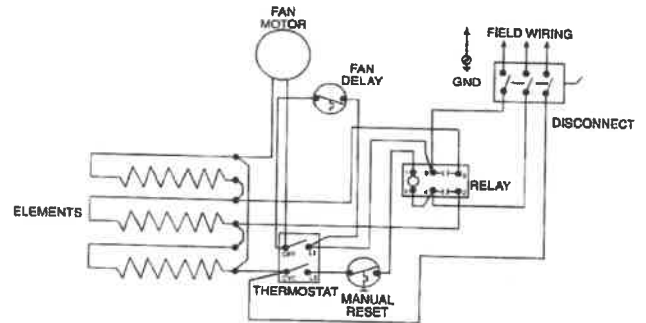
**Wiring Diagram 2:**  
**2000 & 1500 Watt Heaters**  
 208V, 240V, OR 277V



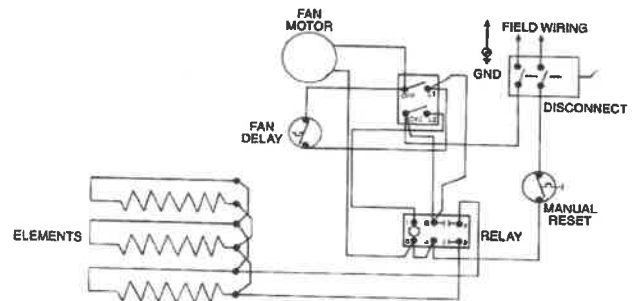
**Wiring Diagram 3:**  
**4800, 4000, & 3000 Watt Heaters**  
 347V, 600V



**Wiring Diagram 4:**  
**1500/2000 Watt Heaters**  
 347V, 600V



**Wiring Diagram 5:**  
**Three Phase Wall Heaters**

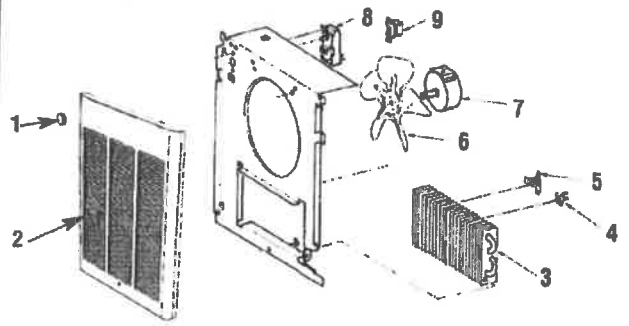


**Wiring Diagram 6:**  
**4800 Watt Single Phase Heaters**  
 208V

## Replacement Parts

Key No.	Description	Part Number
1	Knob	3301-11014-001
2	Grille	1016-11226-000
3	Element:	
	WHB3208FC	208V/2000W
	WHB3408FC	208V/4000W
	WHB34083FC	208V/4000W/ 3Ph.
	WHB3508FC	208V/4800W
	WHB35083FC	208V/4800W/3Ph.
	WHB3204FC	240V/2000W
	WHB3404FC	240V/4000W
	WHB34043FC	240V/4000W/3Ph.
	WHB3504FC	240V/4800W
	WHB35043FC	240V/4800W/3Ph.
	WHB3157FC	277V/1500W
	WHB3207FC	277V/2000W
	WHB3307FC	277V/3000W
	WHB3407FC	277V/4000W
	WHB3507FC	277V/4800W
	WHB3153FC	347V/1500W
	WHB3203FC	347V/2000W
	WHB3303FC	347V/3000W
	WHB3403FC	347V/4000W
	WHB3503FC	347V/4800W
	WHB3156FC	600V/1500W
	WHB3206FC	600V/2000W
	WHB3306FC	600V/3000W
	WHB3406FC	600V/4000W
	WHB3506FC	600V/4800W
4	Manual Limit	4520-2017-000
5	Fan Delay	410740000
6	Fan Blade	490030103
7	Motor:	
	120V	3900-2010-003
	208V	3900-2010-000
	240V	3900-2010-000
	277V	3900-2010-001
	347V	*3900-2010-000
	600V	*3900-2010-000
8	Thermostat	5813-2059-000
9	Disconnect	410170001
	120V, 208V/1Ph., 240V/1Ph., 277V 208V/3Ph., 240V/3Ph., 347V, 600V	5216-2019-000
10	Motor Transformer	
	347V Heaters	5714-2014-001
	600V Heaters	5814-2014-000

\* See item 10. These heaters use a transformer to convert heater voltage to motor voltage. (Not shown).



### LIMITED WARRANTY

All products manufactured by Marley Engineered Products are warranted against defects in workmanship and materials for one year from date of installation, except heating elements which are warranted against defects in workmanship and materials for five years from date of installation. This warranty does not apply to damage from accident, misuse, or alteration; nor where the connected voltage is more than 5% above the nameplate voltage; nor to equipment improperly installed or wired or maintained in violation of the product's installation instructions. All claims for warranty work must be accompanied by proof of the date of installation.

The customer shall be responsible for all costs incurred in the removal or reinstallation of products, including labor costs, and shipping costs incurred to return products to Marley Engineered Products Service Center. Within the limitations of this warranty, inoperative units should be returned to the nearest Marley authorized service center or the Marley Engineered Products Service Center, and we will repair or replace, at our option, at no charge to you with return freight paid by Marley. It is agreed that such repair or replacement is the exclusive remedy available from Marley Engineered Products.

THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESAID EXPRESSED WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT. MARLEY ENGINEERED PRODUCTS SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING WITH RESPECT TO THE PRODUCT, WHETHER BASED UPON NEGLIGENCE, TORT, STRICT LIABILITY, OR CONTRACT.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

For the address of your nearest authorized service center, contact Marley Engineered Products in Bennettsville, SC, at 1-800-642-4328. Merchandise returned to the factory must be accompanied by a return authorization and service identification tag, both available from Marley Engineered Products. When requesting return authorization, include all catalog numbers shown on the products.

### HOW TO OBTAIN WARRANTY SERVICE AND WARRANTY PARTS PLUS GENERAL INFORMATION

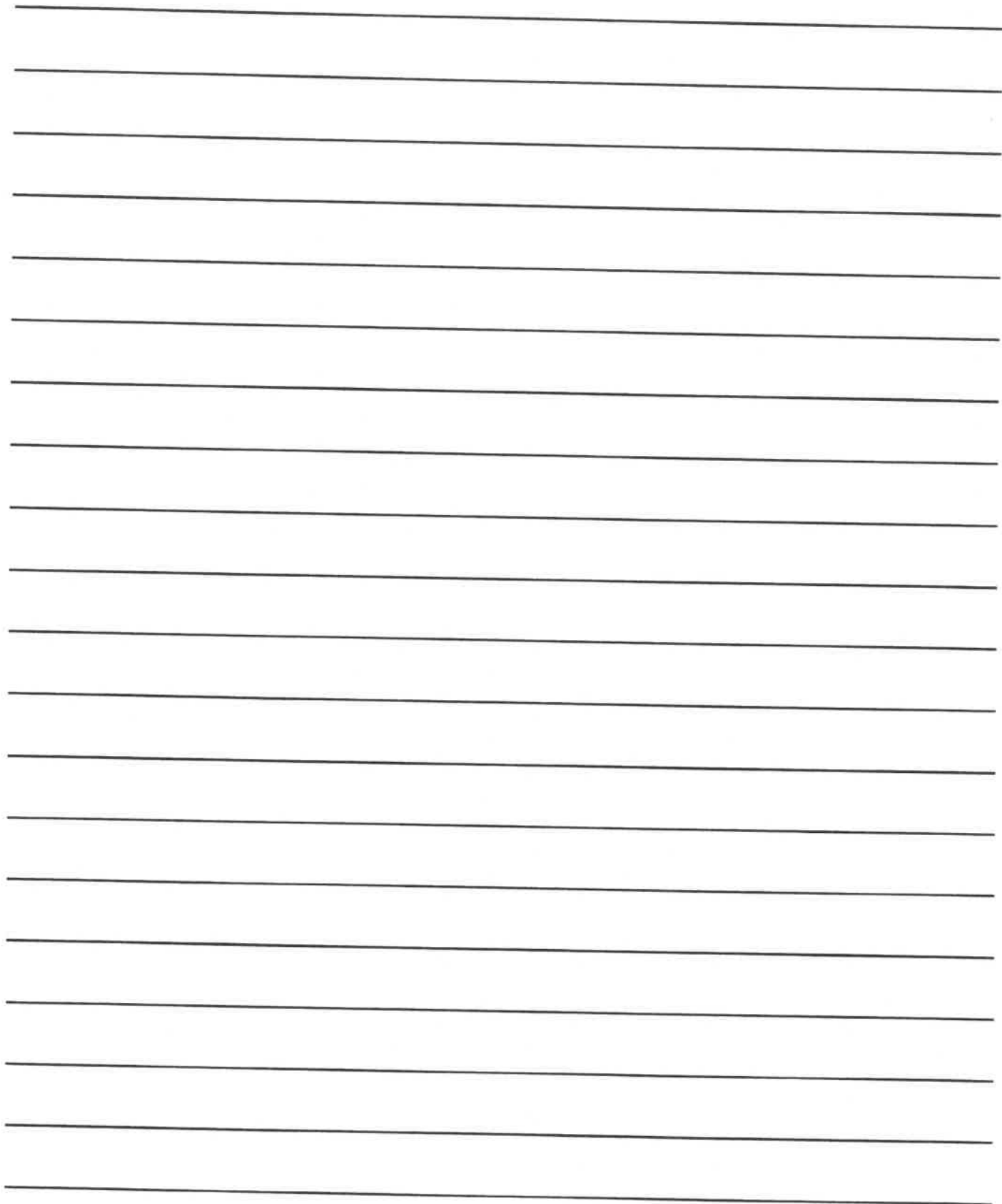
1. Warranty Service or Parts 1-800-642-4328
2. Purchase Replacement Parts 1-800-654-3545
3. General Product Information [www.marleymep.com](http://www.marleymep.com)

Note: When obtaining service always have the following:

1. Model number of the product
2. Date of manufacture
3. Part number or description



470 Beauty Spot Rd. East  
Bennettsville, SC 29512 USA



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The page contains 20 horizontal lines for writing, arranged in three groups of seven lines each. On the left side, there are three binder holes, one at the top, one in the middle, and one at the bottom.



Stage

\$21650<sup>00</sup>

# United Mechanical Corporation

The Leader in Comfort and Process Mechanical Solutions

May 3, 2021

Mr. Tim Jones  
Town of Pineville  
200 Dover St.  
Pineville, NC 28134

Subject: Installation of (2) Ductless Split Systems for Stage Area Restrooms for the Belle Johnson Community Center

Proposal #: 25176B – Rev. 1

Base Proposal: We are pleased to propose the furnishing and installation of the following on the subject job:

### WORK SCOPE NOTES:

1. The (4) ductless split systems in this proposal have been sized to meet the people and light loads found in typical rest rooms. No provisions have been made for cooling any additional loads or any additional outside air/ exhaust requirements.
2. No design criteria have been established. Each new air handler is to provide conditioned air to a total of (4) restrooms, (2) men and (2) women, approximately 120 sq. ft.-200 sq. ft. each.
3. It is understood that any existing code required outside air openings for each of the restrooms are existing and will be covered/ balanced to allow the correct amount of code required outside air into each restroom for the existing code required exhaust fans.

### Stage Area Restroom Notes:

1. For the Stage Area Restrooms, (2) multizone units with (1) heat pump and (4) wall mounted air handlers each have been quoted for serving the (4) total individual men's and women's restrooms for the Stage Area.

### PERMITS AND COORDINATION:

1. All required Mechanical and Electrical installation permits.
2. All required sealed Mechanical and Electrical drawings required for project permitting.
3. All required county plan review fees.
4. All required General Contracting licenses and fees, required for project permitting.

### DESIGN/INSTALL

Comfort Htg & Cooling  
 Process Htg & Cooling  
 Chillers & Boilers  
 Evaporative Cooling  
 Precise Temp Control  
 Humidity Control  
 Dust Collection  
 Air Purification  
 Ventilation Systems  
 Pneumatic Conveyance  
 Compressed Air  
 Piping Systems  
 Data Centers  
 Clean Rooms

### SERVICE

Planned Maintenance  
 Emergency Repair  
 System Renovation  
 Air Balancing  
 Water Balancing  
 Equipment Start Up  
 Water Treatment  
 Building Commissioning

### ENGINEERING

Professional Engineering  
 Preliminary Designs  
 Project Budgets  
 Energy Studies  
 Design Drawings

### CONTROLS

Building Automation  
 Controls Retrofits  
 Pneumatic Controls



2811 Central Avenue  
 Charlotte, NC 28205  
 704/374-1857  
 FAX 704/358-0747  
 www.unitedhvac.com

## EQUIPMENT:

### Stage Area Restrooms:

1. Installation of (2) new 1.5-Ton, Daikin 208/1ph., multizone ductless heat pump, split systems.

Installation is to include:

1. (4) New, 3/4-Ton Daikin, wall mounted air handlers.
2. (2) New, 1.5-Ton Daikin, two zone, pad mounted heat pump, outdoor units.
3. (2) New wired, wall mounted thermostats with lock boxes.
4. (2) New composite pads for setting the heat pumps on the ground, closest to the existing electrical room and outdoor electrical transformer.
5. All (4) new air handlers are to be mounted on the exterior wall, inside each rest room and condensate will gravity drain to the exterior of the building. Per the Owner's request the condensate piping is to be painted/ concealed to blend in as best as possible with the building.

## PIPING:

1. All required refrigerant piping with insulation for connecting each new air handlers and heat pumps.
2. All required R-410a refrigerant.
3. All required condensate piping.

## CONTROLS:

1. A new stand-alone, wired, wall mounted controller is included for each new Stage Area unit.
2. Provide and install keyed lock boxes over each new wall mounted controller.
3. All required miscellaneous low voltage wiring connections are included.
4. No control system controllers/ programming or control system upgrades are included, if required.

## ELECTRICAL:

The following high voltage electrical work is included and is to be completed by a licensed electrical contractor, provided by United Mechanical Corporation:

### Stage Area Restrooms:

1. Provide and install all required high voltage electrical wiring, conduit, breakers, disconnects and fuses for installation of two (2) new 208V/1ph, 20 amp circuits for the new 1.5 Ton ductless outdoor, heat pump units.
2. All required low voltage interconnecting wire will be provided and installed by United Mechanical Corporation.
3. One (1) new code required convenience receptacle is included for the new outdoor units.
4. No additional receptacles have been included for condensate pumps, if required by the Owner.

## MISCELLANEOUS ITEMS:

1. All required trucking fees.
2. All required delivery fees.
3. All required core cutting and wall penetrations for the refrigerant lines and condensate piping.
4. Proper system start-up.
5. All miscellaneous items for a complete installation.

## WARRANTY:

1. A one-year parts and labor warranty for the subject installation.

**TERMS, EXCEPTIONS, AND ASSUMPTIONS:**

1. This price assumes that the work proposed will be performed during normal business hours (Monday through Friday 8:00am to 5:00pm).
2. No modifications or additions to life safety systems, including fire alarm and sprinkler systems, are included for this installation unless specified above.
3. Projects will be billed as follows: 30% upon signed acceptance of this proposal including all required tax forms for project coordination, permitting and job mobilization; 60% upon delivery of equipment; and 100% at completion. For projects requiring engineering plans, the billing steps will be as follows: 10% at the start of the engineering plans, 30% upon plan approval and project acceptance, 60% upon delivery of equipment, and 100% at completion.
4. Payment terms are net 30. Projects may be partially billed as per completion.
5. All pricing is good for 30 days unless market forces beyond our control dictate price increases.
6. New or modified utility services are to be coordinated with the local utility provider by others.
7. This price assumes that there are clear areas around the building to set all equipment.
8. No painting is included for the above installation.
9. No equipment protection, fencing, or bollards are included.
10. No sales tax is included in this proposal. If the customer fills out the attached North Carolina DOR "Form E-589CI, Affidavit of Capital Improvement", no sales tax will be added on the final invoice.

**PRICING:**

The total cost to complete the work scope listed above is .....\$21,650.00. (Intl.\_\_\_\_)

**Thank you for the opportunity to quote this work. If any clarification is required, please contact us. To accept this proposal, please initial the accepted proposals and return via email or fax a signed copy of this letter to us at 704-358-0747.**

Sincerely,

UNITED MECHANICAL CORPORATION

Shawn Melton  
[smelton@unitedhvac.com](mailto:smelton@unitedhvac.com)

**ACCEPTANCE AS A CAPITAL IMPROVEMENT PROJECT:**

Signature: \_\_\_\_\_

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

Purchase Order: \_\_\_\_\_

**ACCEPTANCE AS A NON-CAPITAL IMPROVEMENT PROJECT:**

Signature: \_\_\_\_\_

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

Purchase Order: \_\_\_\_\_

**Note 1: Capital Improvement Projects require the attached E-589CI form to be completed before work can start.**

**Note 2: Non-Capital Improvement Projects will have North Carolina State sales tax of 4.75% plus the applicable County sales tax added to the final invoice.**

# E-589CI Affidavit of Capital Improvement

Form E-589CI, Affidavit of Capital Improvement, may be used to substantiate that a contract, or a portion of work to be performed to fulfill a contract, is to be taxed for sales and use tax purposes, as a real property contract for a capital improvement to real property.

The receipt of an affidavit of capital improvement for services to real property, absent fraud or other egregious activities, establishes that the subcontractor or other person receiving the affidavit should treat the transaction as a real property contract for sales and use tax purposes.

A real property contract is a contract between a real property contractor and another person to perform a capital improvement to real property.

**Section I. Single Use (Complete this section to issue the affidavit for a single capital improvement.)**

<p><b>A</b> Owner, Lessee/Tenant, or Real Property Contractor</p> <p>Address</p> <p>City State Zip Code</p>	<p><b>B</b> Real Property Contractor (General Contractor or Subcontractor) <small>Hired to perform capital improvement</small></p> <p>UNITED MECHANICAL CORPORATION</p> <p>Address</p> <p>2811 CENTRAL AVE</p> <p>City State Zip Code</p> <p>CHARLOTTE NC 28205</p>
---	---

Describe capital improvement to be performed:

Project Name

Project Address (where the work is to be performed) City State Zip Code

I certify that, to the best of my knowledge, this affidavit is accurate and complete and that the transaction described to be performed by the Real Property Contractor (General Contractor or Subcontractor identified in box "B") shall be treated as a real property contract for a capital improvement to real property for sales and use tax purposes. I understand that if it is determined that I issued this affidavit in error and the transaction is subject to sales tax as a retail sale of repair, maintenance, and installation services to real property, I will be liable for payment of any additional taxes determined to be due.

Signature of Authorized Person: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Section II. Blanket Use (Complete this section to execute a blanket affidavit for capital improvements.)**

<p><b>C</b> Real Property Contractor</p> <p>Address</p> <p>City State Zip Code</p>	<p><b>D</b> Real Property Contractor or Subcontractor <small>Hired to perform capital improvement</small></p> <p>Address</p> <p>City State Zip Code</p>
--	---

To be completed by the Real Property Contractor identified in Box C.

I certify that I am a Real Property Contractor who performs capital improvements to real property and all transactions with the real property contractor (subcontractor) identified in box "D" shall be treated as real property contracts for capital improvements to real property for sales and use tax purposes. I understand that if it is determined that I issued this affidavit in error and the transaction is subject to sales tax as a retail sale of repair, maintenance, and installation services to real property, I will be liable for payment of any additional taxes determined to be due.

Signature of Authorized Person: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Affidavit of Capital Improvement Instructions

Form E-589CI, Affidavit of Capital Improvement, may be issued to substantiate that a contract, or a portion of work performed to fulfill a contract, is a capital improvement to real property and subject to sales and use tax as a real property contract. Generally, services to real property are retail sales of or the gross receipts derived from repair, maintenance, and installation services, unless a person substantiates that a transaction is subject to tax as a real property contract, subject to tax as a mixed transaction contract, or the transaction is not subject to sales and use tax. A "real property contract" is a contract between a real property contractor and another person to perform a capital improvement to real property.

A mixed transaction contract is a contract that includes both a real property contract for a capital improvement and a repair, maintenance, and installation service that is not related to the capital improvement. For a mixed transaction contract, if the allocated sales price of the taxable repair, maintenance, and installation services included in the contract is less than or equal to twenty-five percent (25%) of the contract price, then the repair, maintenance, and installation services portion of the contract, and the tangible personal property, digital property, or service used to perform those services, are taxable as a real property contract for sales and use tax purposes.

- A person that issues Form E-589CI is liable for any additional tax due on the transaction in excess of tax paid on purchases pursuant to N.C. Gen. Stat. § 105-164.4H(a), if it is determined that the transaction is not a capital improvement, but rather the transaction is subject to tax as a retail sale.
- A person who receives Form E-589CI from another person, absent fraud or other egregious activities, is not liable for any additional tax on the gross receipts from the transaction if it is determined that the transaction is not a capital improvement.
- Form E-589CI is not an affidavit of tax paid on tangible personal property, or digital property purchased or used to fulfill a real property contract.
- Form E-589CI may not be used to purchase tangible personal property, or digital property exempt from sales and use tax.

### Exceptions from the Issuance of Form E-589CI to Establish a Transaction is to be Taxed as a Real Property Contract

In lieu of issuing an affidavit of capital improvement, a person may substantiate by other records that a transaction is a real property contract or a mixed transaction contract subject to tax as a real property contract, as discussed above, for a capital improvement to real property. However, where subcontractors are involved, it may be in the best interest of all parties to use Form E-589CI to ensure proper application of the sales and use tax laws.

### Section I. Single Use Instructions

A person may complete "Section I - Single Use" for a one time use to substantiate that a transaction is a real property contract for a single capital improvement to real property and subject to sales and use tax as a real property contract. When a real property contractor hires a subcontractor to perform a portion of the overall real property contract and there is not a recurring business relationship between the two parties (when a period of no more than twelve months elapse between transactions between two parties), "Section I - Single Use" may be completed and the form issued to the subcontractor as notice that the transaction is subject to sales and use tax as a real property contract.

The following scenarios are for reference to assist a person to complete and issue Form E-589CI. The scenarios presented are not intended to cover all possible uses of the form.

A property owner oversees the entire activity to real property that is a real property contract for a capital improvement to real property. The property owner hires various subcontractors to complete the real property contract or portions thereof.

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter property owner's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter a single subcontractor's name and address.
- Owner listed in Box A must describe the real property contract activity to be performed.
- Owner listed in Box A must enter the project address (if different than the address entered in Box A).
- Authorized Person (owner) signs, enters title (owner), enters the date, and issues to the person listed in Box B.

A property owner hires a general contractor to oversee the entire activity to real property that is a real property contract for a capital improvement to real property. The general contractor hires a subcontractor to perform the real property contract, or portion thereof.

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter general contractor's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter subcontractor's name and address.
- General contractor listed in Box A must describe the real property contract activity to be performed.
- General contractor listed in Box A must enter the project address.
- Authorized Person (general contractor) signs, enters title (general contractor), enters the date, and issues to the person listed in Box B.

A lessee/tenant hires a general contractor for the installation of equipment that is to be attached to real property and will be depreciated under the Internal Revenue Code:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter lessee/tenant's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter general contractor's name and address.
- Lessee or tenant listed in Box A must describe the capital improvement to be performed and indicate the equipment will be depreciated under the Internal Revenue Code.
- Authorized Person (typically lessee or tenant) signs, enters title (lessee or tenant), enters the date, and issues to the person listed in Box B.

### Section II. Blanket Use Instructions

A real property contractor may complete "Section II - Blanket Use" and issue the form to another real property contractor (subcontractor) who is used exclusively to perform part, or all, of real property contracts with respect to capital improvements to real properties, where the parties have a recurring business relationship (when a period of no more than twelve months elapse between transactions between two parties). A blanket use affidavit continues in force so long as the real property contractor named in "Box C" and the real property contractor (subcontractor) named in "Box D" maintain a recurring business relationship or until the affidavit is withdrawn or otherwise notified by the issuer of the form.

The blanket use will generally apply for the following: (1) a builder who hires the same contractor(s) only for new construction; (2) a real property contractor who hires the same subcontractor(s) only for reconstruction; (3) a real property contractor who hires the same subcontractor(s) for remodeling or renovation and the activities performed by the subcontractor(s) for the other party are never repair, maintenance, and installation services for real property based on the contract or agreement between the parties; and (4) a real property contractor who exclusively hires the same subcontractor(s) to perform part, or all, of its real property contracts for capital improvements to real properties.

A general contractor or subcontractor hires a subcontractor that will replace the complete electrical wiring in all renovated homes:

- **Box C - Real Property Contractor:** Enter the hiring real property contractor's name and address.
- **Box D - Real Property Contractor (General Contractor or Subcontractor):** Enter the hired subcontractor's name and address.
- Authorized person listed in Box C signs, enters title, enters the date, and issues to the person listed in Box D.

# Memorandum



**To:** Mayor and Town Council

**From:** Ryan Spitzer

**Date:** 5/6/2021

**Re:** Resolution No 2021-09 – Law Enforcement Mutual Aid Agreement

---

## **Overview:**

In May of 2018, The Police Department signed the last MOU for Mutual Aid. The MOU is expiring June 1, 2021 and needs to be signed again for another 3-year term. The Agreement allows us to ask for police resources in a time of need and also send police resources to surrounding jurisdictions. It also allows for officers to have the same rights as those officers in the jurisdiction they are helping. The last agreement all Mecklenburg County Police Departments except Cornelius signed on.

If the Town wants to participate in a Mutual Aid Agreement it must be adopted by the Town Council per State Code.

## **Attachments:**

Resolution No. 2021-09  
List of Past Participating Jurisdictions

## **Recommendation:**

Approve the Mutual Aid Agreement



RESOLUTION NO. 2021-09  
ADOPTING A POLICY FOR MUTUAL  
ASSISTANCE WITH OTHER LAW  
ENFORCEMENT AGENCIES

WHEREAS, pursuant to North Carolina General Statutes S 160A-288 and S90-95.2, the governing body of a city or county may adopt appropriate guidelines for the purpose of mutual assistance with other municipal and county law enforcement agencies; and

WHEREAS, pursuant to said laws, the law enforcement assistance to be rendered authorizes lending officers to work temporarily with officers of the requesting agencies, including in an undercover capacity, and lending equipment and supplies; and

WHEREAS, it is deemed to be in the best interest of the citizens of the Town of Pineville to adopt a reasonable policy and guidelines whereby reciprocal law enforcement assistance can be both rendered to and obtained from other governmental jurisdictions; and

WHEREAS, such reciprocal assistance is necessary for effective law enforcement for the protection of the citizens of the Town of Pineville,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PINEVILLE THAT:

1. The Chief of Police is hereby authorized to enter into mutual assistance arrangements with other municipal and county law enforcement agencies, provided that the head of the requesting law enforcement agency makes such a request in writing.
2. The Chief of Police is hereby authorized to permit officers of the Pineville Police Department to work temporarily with officers of the requesting agency, including in an undercover capacity; and, the Chief of Police may lend such equipment and supplies to requesting agencies as he deems advisable.



3. The Chief of Police is hereby authorized to request officers of other law enforcement agencies to work temporarily with the officers of the Pineville Police Department, including in an undercover capacity; and, the Chief of Police may borrow such equipment and supplies from other law enforcement agencies as he deems advisable.
4. All such requests and authorizations shall be in accordance with North Carolina General Statutes S 160A-288 and S90-95.2, as applicable.
5. While working with a requesting agency, an officer shall have the same jurisdiction, powers, rights, privileges and immunities (including those relating to the defense of civil actions and payment of judgements) as the officers of the requesting agency in addition to those he normally possesses.
6. While on duty with the requesting agency, an officer shall be subject to the lawful operational commands of his superior officers in the requesting agency, but he shall for personnel and administrative purposes, remain under the control of his own agency, including for purposes of pay. An officer shall furthermore be entitled to Worker's Compensation and the same benefits to the extent as though he were functioning within the normal scope of his duties.
7. The Chief of Police is hereby authorized to enter into mutual assistance agreements with other law enforcement agencies in accordance with such reasonable arrangements, terms and conditions as may be agreed upon between the respective heads of the law enforcement agencies.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jack Edwards, Mayor

Attest:

\_\_\_\_\_  
Barbara Monticello, Town Clerk

## **REGIONAL LAW ENFORCEMENT MUTUAL AID AGREEMENT**

This Regional Law Enforcement Mutual Aid Agreement made and entered into this 1<sup>st</sup> day of June 2021, by and between the law enforcement agencies listed in the attached "List of Participating Agencies" and any other agencies added to this Agreement by amendment ("Participating Agencies").

### **BASIS FOR AGREEMENT**

North Carolina General Statutes Sections 160A-288, 153A-212 and 90-95.2 allow and authorize mutual aid assistance and cooperation between law enforcement agencies. The Participating Agencies wish to provide temporary assistance to one another in enforcing the General Statutes of North Carolina and acknowledge that this Agreement mutually benefits each Participating Agency in the form of enhanced law enforcement capabilities and efficiency within the jurisdiction of each Agency.

### **AGREEMENT**

The Participating Agencies agree to the following terms and conditions:

#### **1. REQUESTING ASSISTANCE**

- a. **REQUEST FOR ASSISTANCE.** Under North Carolina General Statutes Sections 160A-288 and 90-95.2 any Participating Agency may request of the other the temporary lending of personnel, equipment and supplies. Execution of this Agreement by each undersigned agency constitutes and is deemed to be a standing request for assistance and an agreement to lend assistance as personnel and equipment permit by each Participating Agency.
- b. **WRITTEN REQUEST.** When temporary assistance is needed pursuant to this Agreement, the head of the Requesting Agency shall notify the head of the Assisting Agency of the need for such assistance and the requested assistance shall be provided if feasible to do so. Such request shall be made in writing whenever possible. Notification by the Division of Criminal Information (DCI) network shall be deemed written notification.

In accordance with North Carolina General Statutes Section 90-95.2(b1) requests for assistance shall be made by the head of an agency or an officer of the agency to whom the head of the agency has delegated that authority, but only one officer within the agency shall have the delegated authority at one time.

The following sample statement used as part of a DCI message would satisfy the statutory requirements for notification and may streamline the process:

The [REQUESTING AGENCY NAME] acting under the authority of [REQUESTING AGENCY DIRECTOR AND TITLE] is requesting mutual aid assistance from the [ASSISTING AGENCY NAME]. The [REQUESTING AGENCY] requests [RESOURCES] to assist at [LOCATION]. The duration of this aid shall be [TIME FRAME].

- c. **EMERGENCY REQUEST.** In an emergency situation, the notification of the need for emergency assistance need not be in writing, but a written notification shall be provided as soon thereafter as possible. In an emergency situation, the notification may be made by telephone or radio contact.

## **2. DUTIES OF REQUESTING AGENCY**

- a. **OPERATIONAL COMMAND.** While operating with the Requesting Agency under this Agreement, a law enforcement officer of an Assisting Agency shall be subject to the lawful operational command of the officer supervising the division or unit to which he or she is temporarily assigned to provide assistance, and shall operate under the direct supervision of said officer.
- b. **REPORTING REQUIREMENTS.** The officer supervising the division or unit to which the Assisting Agency's officer(s) is temporarily assigned shall provide a report to the head of the Assisting Agency summarizing the hours worked and the assignments performed by the temporarily assigned officer(s).
- c. **EQUIPMENT.** The temporarily assigned officer(s) shall report to duty with the Requesting Agency with necessary equipment that has been issued by his or her own agency. The Requesting Agency shall supply the temporarily assigned officer with any additional money, equipment, supplies and/or support personnel reasonably necessary to perform his or her expected duties. If the Requesting Agency issues to temporarily assigned officer(s) any equipment that requires specialized training or certification, the Requesting Agency shall ascertain that the temporarily assigned officer(s) has undergone the necessary training or possesses the required certification.

## **3. DUTIES OF ASSISTING AGENCY**

- a. **BENEFITS.** For personnel and administrative purposes, the temporarily assigned officer(s) shall remain under the authority and control of their own Agency, and shall be entitled to Worker's Compensation and other benefits to which he or she would normally be entitled were he or she not temporarily assigned.
- b. **DISCIPLINARY ACTIONS.** Disciplinary actions arising out of temporary assistance provided under this Agreement shall remain the responsibility of the Assisting Agency. The officer

in charge of the division or unit in which an officer is temporarily assigned pursuant to this Agreement may, at any time, relieve such officer of his or her duties and shall immediately forward a written statement setting forth the reason for such action to the head of the Assisting Agency or their designee.

**4. AUTHORITY OF ASSIGNED OFFICERS**

While temporarily assigned to the Requesting Agency, law enforcement officer(s) of the Assisting Agency shall have the same jurisdiction, powers, rights, authority, benefits and immunities as the regular officers of the Requesting Agency in addition to those associated with his or her regular employment. Nothing contained in this Agreement shall be construed as limiting or reducing any Participating Agency or officer's common law or statutory authority, including but not limited to the common law power of *posse comitatus* or the statutory authority conferred by North Carolina General Statute Section 15A-402.

**5. INSURANCE AND INDEMNITY**

- a. **LIABILITY INSURANCE.** The head of each Participating Agency certifies by execution of this Agreement that all employees subject to this Agreement or reasonably expected to be subject to this Agreement, including assisting officers, are covered by liability insurance.
- b. **INDEMNITY FOR ACTS OR OMISSIONS.** The Requesting Agency specifically covenants and agrees to assume liability for any act or omission which was committed by, or was the responsibility of, the temporarily assigned officer(s), except as otherwise provided for in this Agreement. The Requesting Agency further agrees to hold harmless and indemnify the Assisting Agency for any damages or costs, including attorney's fees, incurred by the Assisting Agency in this regard. The provisions of this paragraph regarding indemnity shall not apply to any Participating Agency whose officers are employees of the sovereign State of North Carolina and covered by the Tort Claims Act.
- c. **INDEMNITY FOR PROPERTY DAMAGE.** The Requesting Agency agrees to hold harmless and indemnify the Assisting Agency for any damages or injury to the property of the Requesting Agency incurred in the course and scope of a temporarily assigned officer's duties. The Assisting Agency agrees to hold harmless the Requesting Agency for any damages or injury to the property of the Assisting Agency. The provisions of this paragraph regarding indemnity shall not apply to any Agency whose officers are employees of the sovereign State of North Carolina and covered by the Tort Claims Act.
- d. **RIGHTS OF SUBROGATION.** This Agreement shall not, however, be construed as a bar to any other rights or claims, either direct or by way of subrogation, which either Agency shall have against any other entity, party or person.

**6. TERM AND WITHDRAWAL**

- a. **TERM.** In any event, the term of this Agreement shall be for a period of three (3) years from the date first above written and shall terminate automatically at the expiration of that term.
- b. **WITHDRAWAL.** In the event a Participating Agency should desire to withdraw from this Agreement, the head of that Agency shall provide written notice to the head of the other Participating Agencies setting forth the effective date of such withdrawal.

**7. OTHER MUTUAL AID AGREEMENTS**

This Agreement does not affect any other service or mutual aid agreement, previously entered into between two or more of the Participating Agencies for other services not contemplated by this Agreement, nor prevents the Participating Agencies from entering into other such agreements.

**8. GOVERNING BODY AUTHORIZATION**

The head of each Participating Agency certifies by execution of this Agreement that their duly elected governing body has adopted an appropriate resolution or ordinance authorizing said Agency head to enter into this Agreement pursuant to North Carolina General Statutes Sections 160A-288 and 90-95.2. A copy of the authorizing resolution or ordinance for each Participating Agency shall be attached to this original Agreement and to each duplicate original of this Agreement.

**9. ADDITIONAL PARTICIPATING AGENCIES**

Additional law enforcement agencies may participate in this Agreement by contacting Centralina Regional Council and signing an Amendment. Any Additional Participating Agencies will be bound by the Agreement to the same extent as all other Participating Agencies. The Filing Requirements of paragraph 10 below apply to each amendment.

**10. FILING REQUIREMENTS AND COPIES OF AGREEMENT**

A complete, digital version of this Agreement shall be kept at the offices of Centralina Regional Council. Copies of the digital version including all received signature pages and amendments will be distributed in PDF format to all Participating Agencies. Any Participating Agency may file this Agreement with its County Clerk of Court,

**IN WITNESS WHEREOF**, the parties hereto have set their hand and seals.

Regional Law Enforcement  
Mutual Aid Agreement  
June 1, 2021

**LIST OF PARTICIPATING AGENCIES AND  
SIGNATURE PAGES FOLLOW**

**LAW ENFORCEMENT REGIONAL MUTUAL AID AGREEMENT**  
**LIST OF PARTICIPATING AGENCIES**  
**EXPIRES JUNE 1, 2021**

<b>POLICE DEPARTMENTS</b>	<b>Date Signed</b>	<b>POLICE DEPARTMENTS</b>	<b>Date Signed</b>	<b>COUNTY SHERIFF OFFICES</b>	<b>Date Signed</b>
Albemarle	7-30-19	Rockwell	5-2-18	Anson	
Appalachian State Univ.	9-26-18	Salisbury	5-1-18	Cabarrus	2-14-19
Badin		Shelby	10-3-18	Cleveland	
Belmont	1-25-19	Spencer	5-9-18	Gaston	5-4-18
Belmont Abbey College	7-2-18	Stallings	6-8-18	Iredell	5-3-18
Bessemer City	8-6-18	Stanfield	6-11-18	Lincoln	7-11-19
Boiling Springs		Stanley	5-10-18	Mecklenburg	
Charlotte-Mecklenburg	10-14-20	Statesville	6-24-20	Rowan	
Cherryville	5-4-18	Troutman	7-30-20	Stanly	2-5-19
China Grove	6-8-18	UNC Charlotte	5-3-18		
Cleveland	5-7-18	Wadesboro	5-22-18		
Concord	5-2-18	Wingate			
Cornelius					
Cramerton	5-16-18				
Dallas	5-2-18				
Davidson	6-8-18				
Davidson College	4-12-21				
Gardner-Webb					
Gaston College	8-20-18				
Gaston County	6-8-18				
Gastonia	5-2-18				
Granite Quarry-Faith	5-10-18				
Huntersville	5-3-18				
Kannapolis	8-26-20				
Kings Mountain	6-20-18				
Kingstown					
Landis					
Lincolnton	5-3-18				
Locust	7-24-20				
Lowell	5-18-18				
Marshville					
Matthews	6-11-18				
Mint Hill	5-9-18				
Misenheimer	6-13-18				
Monroe	5-2-18				
Mooresville	6-22-20				
Mount Holly	1-25-19				
Norwood					
Oakboro					
Pineville	5-15-18				
Queens University	5-10-18				
Ranlo	2-3-20				

# May

# 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6 Planning Brd. Mtg. @ 6pm @ Pineville Telephone Bldg.	7	8
9	10 Council Meeting/Public Hearing for Budget @ 6:30 pm at the Hut	11	12	13	14	15 Farmer's Mkt begins
16	17	18	19	20	21	22
23	24 Work Session @ 6pm @ Pineville Communications Bldg.	25	26	27	28	29
30	31 Holiday – Offices Closed					



# JUNE

# 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	Council Mtg. Adopt Budget @ 6:30 pm @ HUT 8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	Telephone Brd Mtg. @ 3:30pm @ Pineville Comm. Bldg.	The End. "Good-Bye" Bee. Will miss you all... 	
	Work Session Mtg. @ 6PM @ Pineville Comm. Bldg.					