

**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	\$0.7781	\$0.00	\$0.7781
Commercial Account	\$4.1941	\$0.00	\$4.1941
Industrial Account	\$43.1545.45	\$0.00	\$43.1545.45

EXCEPTIONSIndustrial 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):

	<u>Variable</u>
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.

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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. Demand Charge:	
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
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.

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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
BUDGET AMENDMENTS**

WHEREAS, the Governing Board of the Town of Pineville, North Carolina adopted on the 9th day of June, 2020, the Town of Pineville budget for the fiscal year beginning July 1, 2020 and ending on June 30, 2021; and

WHEREAS, it is appropriate to amend the accounts in the fund listed for the reasons stated;

NOW, THEREFORE, BE IT ORDAINED by the Governing Board of the Town of Pineville, North Carolina, that in accordance with the authority contained in G.S. 159-15, the following accounts are hereby amended as shown and that the total amounts are herewith appropriated for the purposes shown.

Section 1: To amend the General Fund, the appropriations are to be changed as follows:

Department	Number	Decrease	Increase
Admin - Legal	4200		150,000
Admin - Technology	4200		65,000
Admin -Contract Services	4200		52,000
Admin- Dept Supplies	4200		25,000
Police - M&R building	5100		25,000
Police - M&R equipment	5100		15,000
Police - Technology services	5100		15,000
Police - Salaries	5100		45,000
Fire - Land	5300		500,000
Total			892,000

Section 2: To amend the General Fund, the estimated revenues are to be changed as follows:

	Number	Decrease	Increase
Misc Revenue - officer fees	3350		55,000
Misc Revenue - overtime pay	3350		45,000
Misc Revenue - other	3350		83,600
Meck County Corona Aid	3266		108,400
Utilities Franchise Fees	3370		100,000
Revenue-Sales Tax	3450		500,000
Total			892,000

To amend appropriations for administration expenditures.

To amend appropriations for overtime reimbursements and maintenance fees for the police department.

Section 3: To amend the General Fund, the appropriations and estimated revenues are to be changed as follows:

	Number	Increase	Increase
Stormwater - Capital Outlay	5705	163,000	

General Fund - Sales Tax

3450

163,000

To amend stormwater for purchase of sweeper truck and Cone Avenue stormwater repairs

Section 4: To amend the General Fund, the appropriations and estimated revenues are to be changed as follows:

	Number	Decrease	Decrease
Revenue - Sale of Fixed Assets	3830	2,300,000	
Admin - Capital Outlay	4200		2,300,000

To amend appropriation and estimated revenues for sale of mill projected in FY21.

Section 5: To report use of contingency funds for FY20 (100,000) budgeted.

	Number	Decrease	Increase
Contingency Fund	9999	48,310	
Administration - Contract Services	4500		48,310
		48,310	48,310

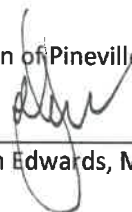
Section 6: To amend the CLEC Fund, the appropriations and estimated revenues are to be changed as follows:

	Number	Increase	Decrease
CIP	2003		166,501
Revenue	5280	225,000	
Interfund transfer	9999	(391,501)	

To adjust interfund transfer amount.


Adopted this 22nd day of June, 2021

Town of Pineville, North Carolina



John Edwards, Mayor

ATTEST:



Barbara Monticello
(Seal)

**Town of Pineville
Capital Project Ordinance
Lynnwood/Lakeview Road Improvements**

BE IT ORDAINED by the Governing Board of the Town of Pineville, North Carolina that,
Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project to be authorized is the Lynnwood/Lakeview Road Improvements to be financed by General Fund appropriations and Stormwater Reserves.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of grant documents and the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Construction	\$ 1,762,800
Engineering/Professional Services	485,575
Contingency	<u>176,300</u>
Total appropriations	\$ 2,423,675

Section 4: The following revenues are anticipated to be available to complete this project:

Transfer from General Fund	\$ 1,673,977
Transfer from General Fund Reserves	<u>749,698</u>
Total estimated revenues	\$ 2,423,675

Section 5: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and on the total grant revenue received or claimed.

Section 6: Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests should be made to grantor agencies in an orderly and timely manner.

Section 7: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on the capital project in every budget submission made to this Board.

Section 8: Copy of the project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 22nd day of June, 2021



John Edwards, Mayor

ATTEST:



**Barbara Monticello
(Seal)**

**Town of Pineville
Capital Project Ordinance
Fire Building Construction**

BE IT ORDAINED by the Governing Board of the Town of Pineville, North Carolina that,
Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following
capital project ordinance is hereby adopted:

Section 1: The project to be authorized is the Fire Building Construction to be financed by
General Fund appropriations.

Section 2: The officers of this unit are hereby directed to proceed with the capital project
within the terms of grant documents and the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Land	\$ 900,000
Architectural/Engineering fees	100,000
Total appropriations	\$ 1,000,000

Section 4: The following revenues are anticipated to be available to complete this project:

Transfer from General Fund	\$ 1,000,000
Total estimated revenues	\$ 1,000,000

Section 5: The Finance Officer is directed to report, on a quarterly basis, on the financial
status of each project element in Section 3 and on the total grant revenue received or claimed.

Section 6: Funds may be advanced from the General Fund for the purpose of making
payments as due. Reimbursement requests should be made to grantor agencies in an orderly
and timely manner.

Section 7: The Budget Officer is directed to include a detailed analysis of past and future
costs and revenues on the capital project in every budget submission made to this Board.

Section 8: Copy of the project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 22nd day of June, 2021



John Edwards, Mayor

ATTEST:



**Barbara Monticello
(Seal)**

**TOWN OF PINEVILLE, NORTH CAROLINA
ARP GRANT PROJECT ORDINANCE
FY21**

BE IT ORDAINED by the Governing Board of the Town of Pineville, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLRF). The Town of Pineville is expected to receive \$1,320,000 and the total allocation is \$2,640,000, with the remainder to be distributed to the town over the next two fiscal years. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: The following amounts are appropriated for the project and authorized for expenditure:

CSLRF Project	\$2,640,000
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Section 3: The following revenues are anticipated to be available to complete the project:

CSLRF Funds	\$2,640,000
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Section 4: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 5: The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 6: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Town Council.

Section 7: This grant project ordinance expires on December 31, 2026, or when all the CSLRF funds have been obligated and expended by the town, whichever occurs sooner.

Adopted this 22nd day of June, 2021.



John Edwards, Mayor



Barbara Monticello, Town Clerk

requesting agency. However, local ordinances adopted by the responding agency's jurisdiction shall not be deemed extended into areas of operation located outside the geopolitical territorial limits of the responding agency's jurisdiction.

2. REQUEST FOR ASSISTANCE

Assistance may be requested in response to any public safety function across jurisdictional lines including but not limited to multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided pursuant to this Agreement may include the temporary provision of officers, equipment, and supplies and includes but is not limited to assistance with:

- A. emergency situations;
- B. civil disorders;
- C. natural or manmade disasters;
- D. processing mass arrestees;
- E. transporting prisoners;
- F. housing inmates and operating temporary detention facilities;
- G. pursuing subjects;
- H. arresting subjects;
- I. searching for missing persons;
- J. traffic control and safety;
- K. criminal investigations;
- L. any other public safety function of the requesting agency.

3. PRIMARY RESPONSIBILITY

The parties acknowledge and agree that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, the parties agree that the law enforcement agency whose assistance is requested shall be the sole judge as to whether it can respond to the request and to what extent it can provide assistance to the requesting agency.

4. PROCEDURE FOR REQUESTING ASSISTANCE

A. A request for assistance shall only be made by the Sheriff of Lancaster County or his/her designee or the Chief of the Pineville Police Department or his/her designee. The request shall be in writing and shall specify the assistance requested.

B. A reply to a request for assistance shall only be made by the Sheriff of Lancaster County or his/her designee or the Chief of the Pineville Police Department or his/her designee. The reply shall be in writing and shall specify the assistance to be provided.

5. COMMAND AND CONTROL

Responding law enforcement offices shall be responsible at all times for acting in accordance with the policies and procedures established by the agency by whom they are employed. However, responding law enforcement officers shall be subject to the lawful orders and operational commands of superior and supervisory personnel of the requesting agency.

6. PERSONNEL AND COSTS

Officers shall, for personnel and administrative purposes, including for purposes of pay, remain under the control of their respective agencies. Except as otherwise agreed herein, each agency shall maintain control over its own personnel including the creation and maintenance of its personnel records. Each agency shall be responsible for its own costs incurred in the performance of its obligations hereunder, including personnel costs. This Agreement shall in no manner affect or reduce the compensation, pension, or retirement benefits or rights of any responding officer. Responding officers shall be entitled to workers' compensation and the same benefits when acting pursuant to this Agreement to the same extent as though the officer were functioning within the normal scope of his duties.

7. EMPLOYMENT STATUS

This Agreement shall not be construed or interpreted to imply that the law enforcement officers responding to a request for assistance pursuant to this Agreement shall be employees of the requesting agency. Responding officers shall always be considered employees of their respective agencies, and this Agreement shall not be construed or interpreted to create or establish an employer-employee relationship between the responding officers and the requesting agency.

8. EQUIPMENT AND FACILITIES

Each agency shall be responsible for the provision and maintenance of its own equipment and facilities.

9. RECORDS

Records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including but not limited to incident reports, supplemental reports, search warrants, arrest warrants, citations, and photographs or images captured on photographic or digital media including in-car and body-worn cameras. However, any participating agency may request and receive with the consent of any other participating agency copies of that agency's records for law enforcement activities conducted pursuant to this Agreement.

Each participating agency receiving a request for information pursuant to its applicable Freedom of Information Act concerning public safety functions performed or arising pursuant to this Agreement shall separately respond to the request as required by law.

10. INSURANCE

Each agency shall maintain such general liability and workers' compensation insurance coverage and such other coverage as might be required by law or deemed advisable by that agency.

11. NO INDEMNIFICATION OR THIRD-PARTY RIGHTS

To the extent provided by law, the parties to this Agreement shall be solely responsible for the acts and omissions of their respective employees, officers, and officials for any losses, damages, demands, claims, lawsuits, and liabilities arising out of the activities of their officers. No right of indemnification is intended or created by this Agreement, and the parties expressly disclaim any such right of or claim to indemnification. The provisions of this Agreement shall not be deemed to give rise to, create, or vest any rights or obligations in favor of any person or entity not a party to this Agreement.

12. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Pursuant to Section 23-20-40(B) of the Code of Laws of South Carolina, a mutual aid agreement entered into on behalf of a law enforcement authority must be approved by the appropriate governing bodies of each concerned county, incorporated municipality, or other political subdivision of the State. Pursuant to Section 23-20-40(C) of the Code of Laws of South Carolina, an elected official whose office was created by the Constitution or by general law of the State, including a sheriff, is not required to seek approval of such mutual aid agreement from the elected official's governing body. The parties agree that prior to the execution of this Agreement each will obtain any approval of its governing body required by the laws of its jurisdiction.

13. SEVERABILITY

If any clause, sentence, paragraph, section, term, or provision of this Agreement is finally adjudicated by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall be otherwise unaffected by such determination and all other terms of this Agreement shall otherwise remain in full force and effect.

14. BINDING ON SUCCESSORS IN OFFICE

This Agreement shall be binding upon the parties' successors in office and shall remain in full force and effect notwithstanding a change in the identity of the person holding the office without the necessity of executing a new or amended agreement.

15. MODIFICATION OR AMENDMENT

The terms of this Agreement may not be modified or amended except by a writing signed by authorized representatives of the parties and executed with the same formality as the original of this Law Enforcement Mutual Aid Agreement.

16. TERM AND RENEWAL

This Agreement shall be effective on the date of the last to sign below and shall remain in full force and effect unless and until a party exercises its right to terminate the Agreement as provided herein.

17. TERMINATION

This Agreement may be terminated by either party at any time upon written notice delivered to the other party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates set forth below.

LANCASTER COUNTY SHERIFF'S OFFICE

WITNESS

Barry S. Faile, Sheriff


Date _____

PINEVILLE POLICE DEPARTMENT

WITNESS



Michael Hudgins, Chief




Date _____

6/22/21

JUNE

2021

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

JULY

2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
 4 th of July	5 Holiday – Offices Closed	6	7	8	9	10
11	12	13 COUNCIL MEETING 6:30 pm @ the HUT	14	15	16	17
18	19	20	21	22	23	24
25	26 Council Work Session 6:00 p.m. @ PCS	27	28	29	30	31



Oath of Office

"I, Lisa Snyder, do solemnly swear (or affirm) that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Town Clerk so help me God."

Lisa Snyder

Signature

6-22-21

Date

Jack Edwards

Mayor Jack Edwards



RESOLUTION NO. 2021-10

**RESOLUTION OF THE TOWN OF PINEVILLE, NORTH
CAROLINA DECLARING SURPLUS ITEMS FOR
DISPOSAL VIA DONATION OR RECYCLE**

WHEREAS, G.S 160A-265 authorizes the Town Council to dispose of surplus property and G. S. 160A-270 (c) authorizes the disposal of surplus property; and

WHEREAS, the Town Manager, along with Department Heads, have declared surplus and unusable personal property as listed in "Exhibit A";

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Town Council hereby authorize the Town Manager to dispose of the listed items via donation or recycling of such items. The Town Manager and Town Clerk shall have the right to add or delete from the properties listed and any items not sold may be disposed of by any other means available, including sale at public auction, donation to non-profit organization, or destruction, whichever is deemed to be in the best interest of the Town.

Adopted this 22nd day of June, 2021.

SEAL:



Mayor Jack Edwards

ATTEST:



Barbara Monticello, Town Clerk

EXHIBIT "A"

Surplus Property for Donation, Recycling, Destruction, or Sale

Surplus Items

QTY	DEPT	DESCRIPTION	How Disposed Of	Effective Date
1	PD.	1985 Chevy Blazer Vin#108623 145,526 miles	Via online auction	6/22/21
1	PD	1988 Ford Step Van vin#3335075 72,417	Via online auction	6/22/21
1	Public Works	Stihl BR600 parts leaf blower	Via online auction	6/22/21
1	Public Works	Stihl BR380 parts leaf blower	Via online auction	6/22/21



**RESOLUTION NO. 2021-11
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 22nd day of June, 2021.



Jack Edwards, Mayor

Attest:



Barbara Monticello, Town Clerk



RESOLUTION NO. 2021-12

**RESOLUTION OF THE TOWN OF PINEVILLE, NORTH CAROLINA
RECOGNIZING THE SERVICE OF POLICE CAPTAIN, TOBY CALHOUN,
DECLARING HIS SERVICE WEAPON AND BADGE AS SURPLUS AND
AWARDING THEM TO HIM UPON HIS RETIREMENT**

WHEREAS, N.C.G.S. 20-187.2 authorizes governing boards of law enforcement agencies to award retiring officers with their badge and service weapon; and

WHEREAS, Toby Calhoun served on the Pineville Police Force from 01/30/92 until his retirement on 07/01/21 as Police Captain; and

WHEREAS, The Pineville Town Council has declared his service weapon, a Glock 9mm, model 17, Generation 4, Serial #UHF-245 and his Captain's Badge as surplus and awarded these items to him on the occasion of his retirement;

NOW, BE IT FURTHER RESOLVED, that Toby Calhoun be recognized for his dedicated service in protecting the rights and freedoms, as well as ensuring the safety of the residents of the Town of Pineville.

Adopted this 22nd day of June, 2021.



Jack Edwards, Mayor

ATTEST:



Barbara Monticello, Town Clerk



**RESOLUTION NO. 2021-13 FOR RECEIVING
FEDERAL FUNDS UNDER THE
AMERICAN RESCUE PLAN ACT (ARPA)**

WHEREAS, the State of North Carolina will be appropriated funding from the federal American Rescue Plan Act (ARPA) to fund necessary Coronavirus State and Local Fiscal Recovery Funds; and

WHEREAS, the North Carolina General Assembly will provide for the distribution of funds to eligible municipal corporations, and townships; and

WHEREAS, before receiving a payment, a subdivision is required to adopt a resolution affirming that the subdivision will spend funding only on federal guidance related expenses as required under the ARP Act; and

WHEREAS, revenue received under the ARP Act will be kept in a separate fund and will not be commingled with other revenue; and

WHEREAS, the Town of Pineville will provide to the State of North Carolina and the US Treasury any unspent balance of the funds received.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Town of Pineville that we do hereby request ARP Act funding to be distributed by the State of North Carolina and by adopting this resolution affirm that the revenue will only be used for the purposes prescribed in the ARP Act guidance as described in 31 CFR, Part 35, and any applicable regulations, for necessary expenditures incurred due to the public health emergency connected with the COVID-19 pandemic, budget and certify such to the State Director of Office of Budget and Management and the Town of Pineville Finance Director; and

BE IT FURTHER RESOLVED that the Town of Pineville will comply with the procedure created by the North Carolina General Assembly and the US Treasury Department to receive funds under the act.

Adopted this 22nd day of June, 2021.

ATTEST:


Barbara Monticello, Town Clerk


Mayor Jack Edwards