



TOWN COUNCIL
TOWN HALL COUNCIL CHAMBERS
TUESDAY, JUNE 10, 2025 AT 6:30 PM

AGENDA

CALL TO ORDER

Pledge Allegiance to the Flag (*DM*)

Moment of Silence

ADOPTION OF AGENDA

APPROVAL OF THE MINUTES

1. Approval of the minutes of the May 13, 2025 Town Council meeting, the May 14, 2025 Special meeting, and the May 14, 2025 Closed Session (sealed)

AWARDS AND RECOGNITION

2. Swearing in ceremony for new Police Officer Mario Vergara-Quiroz

BOARD UPDATES

3. MTC Board Update (*Ryan Spitzer*)

CONSENT AGENDA

4. Proclamation for Juneteenth
5. Resolution 2025-09 for Surplus items
6. Tax Refunds

PUBLIC COMMENT

PUBLIC HEARING

7. Huntley Glen Street Acceptance (*Travis Morgan*)

OLD BUSINESS

8. Solicitation Ordinance (*Ryan Spitzer*) - **ACTION ITEM**

NEW BUSINESS

9. Budget FY 25-26 Approval (*Ryan Spitzer*) - **ACTION ITEM**
10. 2025 Council Meetings Calendar Updates (*Ryan Spitzer*) -**ACTION ITEM**
11. Huntley Glen Street Acceptance (*Travis Morgan*) - **ACTION ITEM**

MANAGER'S REPORT

MONTHLY STAFF REPORTS

12. Public Works
- PCS
- Parks & Rec
- HR
- Planning & Zoning

CALENDARS FOR COUNCIL

13. July

CLOSED SESSION - *none*

14. Pursuant to NCGS 143-318.11 (3) - *to discuss an attorney/client privilege matter*
15. Pursuant to NCGS 143-318-11 (5) - *regarding negotiations*

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 Lisa Snyder, Clerk of Council, at 704-889-2291 or lsnyder@pinevillenc.gov. Three days' notice is required.

Mayor
David Phillips

Mayor Pro Tem
Ed Samaha

Town Manager
Ryan Spitzer



Town Council
Amelia Stinson-Wesley
Chris McDonough
Danielle Moore

Town Clerk
Lisa Snyder

TOWN COUNCIL MINUTES OF MAY 13, 2025

CALL TO ORDER

Mayor David Phillips called the meeting to order @ 6:30 pm.

Mayor: David Phillips

Mayor Pro Tem: Ed Samaha

Council Members: Amelia Stinson-Wesley, Chris McDonough, Danielle Moore

Town Manager: Ryan Spitzer

Town Clerk: Lisa Snyder

Town Attorney: Janelle Lyons

PLEDGE ALLEGIANCE TO THE FLAG

Town Manager Ryan Spitzer led everyone in the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor David Phillips asked for a moment of silence for our first responders and all of our employees and that they stay safe.

ADOPTION OF AGENDA

Mayor Phillips said that there is one correction on the agenda, which is to move New Business item #19 to the top of the list to get the presenter in and out. She has another event to attend. Council Member Stinson-Wesley made a motion to adopt the agenda with a second was made by Council Member Moore. All ayes. (**Approved 4-0**).

APPROVAL OF MINUTES

The Minutes of the April 7, 2025, Budget Meeting, the April 8, 2025, Town Council Meeting, the April 17, 2025, Budget Meeting, and the April 28, 2025, Work Session were submitted for approval. Council Member Moore moved to approve the minutes as presented with a second made by Council Member Stinson-Wesley. All Ayes. (**Approved 4-0**)

AWARDS AND RECOGNITION

There were no awards at this meeting.

BOARD REPORTS

Airport Update (Stuart Hair/Katie McCoy). Katie McCoy and her colleague, Stuart Hair, gave a presentation on the Charlotte Douglas International Airport (CLTA). Katie is the Strategy Director at the airport. Stuart Hair is responsible for the

community outreach and commercial development of the airport. They shared their vision. CLTA has been recently ranked as the 6th busiest airport worldwide in arrivals and departures. They ranked 7th busiest in North America in total passengers. CLTA sees 1,400 daily arrivals and departures through their 124 gates. The airport sees 118,000 daily passengers and has 100 + concessions. CLTA has 21,000 parking spaces with three total runways. Their economic impact annually is \$39.7 billion dollars and supports 184,400 airport jobs in North Carolina and South Carolina. Their local passenger traffic is outpacing our total passenger traffic. They have added more gates, a skybridge and a new overlook. For future needs, they are focusing on growth, efficiency and safety. They are reviewing ramp expansions and adding space for aircraft to maneuver more easily. The new 4th runway is anticipated to be ready in the Fall of 2027 and will increase airport capacity by about 30%. Their legislative priorities include maintaining federal grants, State AIP funds, preserving Federal Partner Resources (ie.TSA, CBP, ATC), and avoiding conflict between Federal and State mandates. You can connect with CLT via Facebook and their CLTA app.

PCAA (Jeremy Poole, PCAA President). Jeremy stated that he replaced CJ Norman in October of last year. He has been a Pineville resident for 10 years. He and his team has seen a decline in registrations several years in a row, but he is happy to announce that they have seen a reversed trend this year and now have increase registrations. They have 30 baseball teams and 6 challenge teams. They just completed their Spring Fling which is their biggest fundraiser. The Town granted access to Jack Hughes for the day and they really appreciate that. They raised \$24,000 for their program and will go directly into their capital improvement plan. They are looking for shade or cover for the fans. Financially, their books are very healthy and their investments are doing well. He would like to present a proposal for increased funding in the future. Sponsorship growth has been phenomenal. They are starting up a bilingual program. Volunteerism is at an all-time low and they are always looking for practice space.

Parks & Recreation (Christine Turner). Ms. Turner provided an athletics update. Most notable is the girls' volleyball group. They have over 100 participants in this inaugural season. The fields are busy from March through September. Special events coming up include this Saturday, May 17th at Belle Johnston Lake Park, from 10:00 to 5:00 pm, for Arts in the Park, and Music on Main (which runs April through May and returns in the Fall). The Concert Series runs June 26th through August. The Splash Pad opened May 3rd and will be open until September 1st. Ms. Turner recognized and praised all those who enhance the beauty of our parks and the dedication they bring to their efforts.

CONSENT AGENDA

Mayor Phillips listed the Consent Agenda items including Resolution 2025-07 for Public Surplus items, Proclamations for Police Week, Public Works Week, and for Autism Month, Resolution 2025-08 Opposing HB 765 and SB 688, and Budget Amendment 2025-06. Council Member Stinson-Wesley moved to approve the Consent Agenda with a second provided by Council Member McDonough. All ayes. (**Approved 4-0**)

PUBLIC COMMENT

There were no public comments.

PUBLIC HEARING

Council Member Moore moved to enter the first public hearing followed by a second made by Mayor Pro Tem Samaha. All ayes.

Text Amendment for Indoor Sports (Travis Morgan). Mr. Morgan advised that the applicant requests this use be added as permitted by right in the Industrial Zoning and higher ceiling heights here. Parking requirements have been amended and are proposed. This has already gone in front of the Planning Board and their main concern was parking.

Mayor Pro Tem Samaha moved to close the first public hearing with a second made by Council Member Stinson-Wesley. All ayes.

Council Member Moore moved to enter the second public hearing with a second made by Council Member McDonough. All ayes.

Budget FY 25-26 (Ryan Spitzer). Town Manager Spitzer noted that this is the official public hearing for the FY25-26 Budget. The Manager's Recommended Budget was provided at the April 28th Work Session and it was advertised for 10 days per State Statute. Mr. Spitzer began the presentation by reviewing Council's priorities: support of downtown businesses, transit accessibility, work with State and Federal legislatures, College Street and Cone Mill developments, traffic, competitive salaries, Public Safety staffing, and Downtown investment. The manager's budgetary goals include: Advance Compensation Study done in FY25, Public Safety, follow the financial model, offer a high level of service and amenities, and staffing.

Mr. Spitzer outlines Pressures, which include: Fire Department debt, meals and sales tax will be flat (this is a big part of our revenue that we won't see growth in), competitive salaries in the market, health insurance (up 22% this year as we've seen more claims this year and the workforce is getting older), Expenditure mix, Electric fund, and the PCS fund. He continued reviewing the General Fund Overview. This year it's a \$23,125,000 budget, which is a 14.6% increase from last year). Debt service has increased by 85% due to the construction of the new Fire Department. The tax rate is proposed at 30 cents. This increase will go toward the Fire Department for the Fire Department Debt Service and a new firefighter. Fees will remain the same. The Town will continue to pay for all trash service (this equals about \$800,000). COLA will be 3.5% and merit will be an average of 2.5%. Public Safety will add a co-responder and the Fire Department will have added personnel. This year they will give our Communications Specialist \$25,000 for marketing. Sponsorships will remain the same.

General Fund Operations were reviewed and include PD staffing (restructuring), the addition of a Co-Responder for the PD, Asset Forfeiture in the amount of \$450,000, Fire Department staffing (2 positions will allow for 3 people on each apparatus, with 1 floating), Salaries (COLA), Non-profit contributions will remain the same, and dedicated allotment to marketing and downtown.

General Fund Capital was reviewed and includes the Fire Department building debt, an ADA playground, vehicles for the Police Department and Public Works, paving on Cone, Eden, Marine, etc., paving lower lots at Lake Park, the concession stand roof, mobility (sidewalks), and a message board to be shared between the PD and Tourism and Culture). Other funds reviewed were the Electric Fund, Electric Fund Capital, and PCS.

Mr. Spitzer provided a Recap and announced that there will be a \$0.015 tax rate increase (30 cents). This increase will go toward the Fire Department debt payment, and one Fire Department employee. Reducing PD staff from 46 to 41 will pay for PD command restructuring, Co-responder and a Fire Department employee. There is \$1.4 million in Capital. The salary study includes a 3% COLA and a 2.5% merit. An Electric rate increase will cover wholesale increases and approval for debt for the substation. There are no changes from FY25 for PCS. The next step is the final vote at the June Town Council meeting.

Council Member Stinson-Wesley moved to leave the public hearing with a second provided by Council Member Moore. All ayes.

Council Member Stinson-Wesley moved to enter the third public hearing with Mayor Pro Tem Samaha providing the second. All ayes.

Solicitation Ordinance (Ryan Spitzer). Mr. Spitzer said that at the April Work Session Council reviewed a letter from Moxie Pest Services that challenged the constitutionality of our solicitation ordinance. Janelle Lyons gave a presentation on that. We decided at that meeting to hold a public hearing to see what the public has to say, whether to get rid of the solicitation ordinance, amend our solicitation ordinance, or keeping our solicitation ordinance. The letter alleges that we are preventing their freedom of speech. They also say that the surety bond that we require is unconstitutional, and that the \$5 fee for licensing is arbitrary. This is the basis of their claims for our solicitation ordinance. If the courts reviewed this, there are three ways to review: strict scrutiny, intermediate scrutiny and rational basis scrutiny. Moxie is arguing that the courts should use strict scrutiny. Another option is to eliminate all solicitation.

A survey was done recently and we received 27 responses; 24 said they do not want solicitation and 3 people said they are for solicitation. The decision for council is to keep the ordinance as it is written now, edit the ordinance, or eliminate all forms of solicitation. Mayor Pro Tem Samaha would like to eliminate all solicitation and stated that most people do not want someone knocking on their door. Pineville residents that attending the public hearing shared that they are not in support of the door-to-door solicitation. Mayor Phillips added that the businesses can use social media to share their business.

Jim Knowles, Pineville resident, spoke with regard to the security issues associated with door-to-door solicitation. The two men wanted to come into his house. They had his name, address, his email address, and phone number in their database. He did not see any company name on their vehicle. Mayor Pro Tem Samaha said there are crazy people out there on the news. You have to be safe.

Council Member Moore moved to leave the public hearing with a second provided by Council Member Stinson-Wesley. All ayes.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Downtown Merchants Event Update (Sara Longstreet). Sara Longstreet, owner of Carolina Scoops, gave a presentation to council requesting support and permission to plan and execute a community Pride event on Town property using remaining Downtown Merchants funds. The proposed event is a Silent Disco to be held in June. She noted other surrounding communities who celebrate Pride including Hickory, Gastonia, Newton, Monroe, Davidson, Charlotte, Indian Trail and Rock Hill, SC. She highlighted that Gen Z is the most identifying audience (those born 1997 to 2012). Mayor Pro Tem Samaha asked if the other downtown merchants are on board, as well. Sara replied that some are and some are not. Council Member McDonough added that he is concerned that she's setting a precedent and it may not be the best use of town money. Mayor Phillips reiterated that he and council were not elected to promote the downtown merchants. They were voted to represent the residents of the town. Council Member Moore asked if we require a vote, from this point forward, to require a vote for every event. Town Manager Spitzer replied that they can do that. Mayor Pro Tem Samaha moved to approve the event and the use of town sponsorship funds with a second made by Council Member Stinson-Wesley. **(Approved 3-1)**

Award of contract for Substation Underground Feeder Construction (Tammy Vachon). PCS Director Tammy Vachon presented a contract for Huss Boring, for the substation in the amount of \$1,231,26. This work will install the high voltage and distribution voltage lines to serve the new electrical substation on Nations Ford Road. Formal bids were solicited and staff received 4 bids. Huss Boring was the most responsive and responsible bidder. Council Member McDonough made a motion to approve the contract with Huss Boring with Council Member Stinson-Wesley providing a second. **(Approved 4-0)**

VAD Agreement (Ryan Spitzer). Town Manager Spitzer advised that Mecklenburg County would like to have VADs in the county, but to do so they need an MOU with the Town. The property owner would get a county tax rebate. The town attorney has reviewed the documents and does not see any issues. Council Member Stinson-Wesley moved to approve the VAD Agreement with Council Member Moore providing a second. **(Approved 4-0) * At this point there was a 5-minute recess***

Permits for front lawn events at Town Hall (Riley George). Communications Relations & Communications Specialist, Riley George, introduced our new intern, Juniper, who will be with us through June and will be working with Riley. Riley is proposing a permit to be used for any events held on town property. It will ensure any safety concerns, liability, utilize scheduling protocol, ensure that town property is taken care of and ensure that our spaces are kept clean and returned to their original condition afterwards. Approval would fall under herself, Ryan or Matt, dependent upon which space they want to reserve. Town Manager Spitzer added that this is being done because we are seeing more events now and this form is needing for allocating and planning purposes. He will need the perimeters of the form from council. This item is just for discussion and decide if the form is wanted by council. Mayor Pro Tem Samaha moved to start the process of creating the form with a second made by Council Member Stinson-Wesley. All ayes.

Solicitation Ordinance (Ryan Spitzer). Council Member Stinson-Wesley moved to table this discussion until the next council meeting. Council Member Moore provided the second. All ayes.

Text Amendment for indoor sports (Travis Morgan). Council Member Stinson-Wesley moved to approve the text amendment for indoor sports with Council Member Moore providing a second. All ayes. **(Approved 4-0)**

MANAGER'S REPORT

Town Manager Spitzer reported that Arts in the Park is this Saturday from 10:00 to 5:00 pm. There will be lots of vendors. The Greenway to McCullough is progressing and the boardwalk work will begin this month and hopefully finished in July.

Council took a brief break before entering Closed Session.

Council Member Moore moved to enter Closed Session with a second made by Council Member Stinson-Wesley. All ayes.

CLOSED SESSION

Pursuant to NCGS 143.318-11(6) – *a personnel matter*.

Council Member Moore moved to leave Closed Session with a second made by Council Member McDonough. All ayes.

ADJOURNMENT

Council Member Stinson-Wesley made a motion to adjourn followed by a second made by Council Member Moore. All ayes. The meeting was adjourned at 9:30 pm.

Mayor David Phillips

ATTEST:

Town Clerk Lisa Snyder

Mayor
David Phillips

Mayor Pro Tem
Ed Samaha

Town Manager
Ryan Spitzer



Town Council
Chris McDonough
Amelia Stinson-Wesley
Danielle Moore

Town Clerk
Lisa Snyder

EMERGENCY MEETING MINUTES
WEDNESDAY, MAY 14, 2025, AT 5:30 PM
PINEVILLE TOWN HALL COUNCIL CHAMBERS

The Town Council of the Town of Pineville, NC, met in an Emergency Meeting on Wednesday, May 14, 2025, at 5:30 pm.

Mayor: David Phillips
 Mayor Pro Tem: Ed Samaha
 Council Members: Chris McDonough, Amelia Stinson-Wesley, Danielle Moore
 Town Manager: Ryan Spitzer
 Town Clerk: Lisa Snyder

Council Member Stinson-Wesley moved to open the Emergency Meeting followed by a second made by Council Member Moore. All ayes.

Town Manager Spitzer had recently received an email from the Town Attorney, Janelle Lyons, saying that she is leaving her firm and joining a new firm. This Friday, May 16th will be her last day with the firm. There are three options available to council: (1) Stay with her firm and she will appoint someone from there to represent us; (2) follow Janelle to her new law firm; or (3) select a new law firm. A decision must be made by Council by this Friday, May 16th.

Council Member Stinson-Wesley would like to keep Janelle at least through the end of this year and revisit again in January when we normally appoint the Town Attorney.

Council Member Stinson-Wesley moved to adjourn the Emergency Meeting with a second provided by Council Member McDonough. All ayes.

The Closed Session concluded at 9:30 pm.

Mayor David Phillips

ATTEST:

Lisa Snyder, Town Clerk



JUNETEENTH INDEPENDENCE DAY

WHEREAS, Juneteenth, also known as “Juneteenth Independence Day,” “Emancipation Day,” “Emancipation Celebration,” and “Freedom Day,” is the oldest African American holiday observance in the United States, commemorating the emancipation of those enslaved in the United States; and

WHEREAS, Juneteenth commemorates the day freedom was proclaimed to all slaves in the south by Union General Granger, on June 19, 1865, more than two and a half years after the signing of the Emancipation Proclamation by President Abraham Lincoln; and

WHEREAS, on September 22, 1862, President Lincoln issued the celebrated Emancipation Proclamation, warning the rebellious Confederate States that he would declare their slaves “forever free” if those states did not return to the Union by January 1, 1863. Enforcement of the Emancipation Proclamation occurred only in Confederate States that were under Union Army control; and

WHEREAS, prior to the end of the Civil War, on January 31, 1865, Congress passed the Thirteenth Amendment to the United States Constitution, which abolished slavery throughout the United States and its territories. Texas, as a part of the Confederacy, was resistant to the Emancipation Proclamation. On June 18, 1865, Union troops arrived in Galveston, Texas, to take possession of the state and enforce the emancipation of its slaves. Spontaneous celebrations erupted throughout the country when African Americans learned of their freedom, and the following day, June 19th, became known as “Juneteenth”; and

WHEREAS, Juneteenth commemorates African American freedom and emphasizes education and achievement. It is a day marked with celebrations, guest speakers, picnics, and family gatherings. It is a time for reflection and rejoicing, and it is a time for assessment, self-improvement, and for planning the future.

THEREFORE, I do hereby proclaim June 19 as *Juneteenth* annually and call upon the citizens of Pineville to join in celebrating Juneteenth as a day to honor and reflect on the significant role that African Americans have played in the history of the United States and how they have enriched society through their steadfast commitment to promoting unity and equality.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Pineville to be affixed this 10th day of June 2025.

Mayor David Phillips



RESOLUTION NO. 2025-09

RESOLUTION OF THE TOWN OF PINEVILLE, NORTH CAROLINA DECLARING SURPLUS ITEMS FOR SALE VIA ELECTRONIC AUCTION AND/OR 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 sale of surplus property by means of electronic auction; 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 some of the listed items by utilizing the on-line internet auction services of Public Surplus and/or Gov Deals and the Town Clerk to dispose of other surplus 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 others 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 10th day of June 2025.

ATTEST:

SEAL:

David Phillips, Mayor

Lisa Snyder, Town Clerk

EXHIBIT "A"

Surplus Property for Auction, Donation, Recycling, Destruction, Sale

Surplus Items

Dept.	Item/Desc/VIN#	Make/Model	Misc.	How Disposed	Eff. Date	Miles
PUBLIC WORKS	Round, plastic 550-gallon water tank	unknown		Online Auction	6/10/24	



TOWN COUNCIL AGENDA ITEM

MEETING DATE: June 10, 2025

Agenda Title/Category:	Tax Refunds / Consent Agenda			
Staff Contact/Presenter:	Christopher Tucker, Finance Director			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	N/A
Background:	Throughout the year, taxpayers may appeal their tax bills to the Mecklenburg County Assessor and/or Tax Collector. If the bill has been paid prior to the successful appeal, the County will advise the Town to refund the taxes paid with interest.			
Discussion:				
Fiscal impact:	Ad Valorem Tax Revenue will decrease by \$78,016			
Attachments:	Staff Memo, Refund Guidance from County (x5)			
Recommended Motion to be made by Council:	Approve as Presented			



June 5, 2025

To: Honorable Mayor and Town Council
Ryan Spitzer, Town Manager
Lisa Snyder, Town Clerk

From: Christopher Tucker, Finance Director **CMT**

RE: Council Action Request – Tax Refunds

For Council's consideration at the June 5, 2025 Council Meeting, please find attached the below tax refunds per Mecklenburg County guidance.

2024	P# 221110301	(\$128.25)
2023	P# 20708119	(\$1,486.56)
2024	P# 20708119	(\$1,486.56)
Non Parcel Billing Adjustments		(\$104.63)
2019	P# 22119302	(\$15,126.21)
2020	P# 22119302	(\$15,126.21)
2021	P# 22119302	(\$15,126.21)
2022	P# 22119302	(\$15,126.21)
2023	P# 22119302	(\$7,152.36)
2024	P# 22119302	(\$7,152.36)
TOTAL:		(\$78,015.56)

PINEVILLE Refunds

Tax Year	Bill Number	Parcel #	Source Type	Adj. #	Adj. Reason	Date of Adj.	Recipient Name	Address	City	State	Zip Code	Payment Date for Interest Calculation	Refund Amount (\$)	Total Interest to Pay if mailed on or before 4/2/2025 (\$)	Total Interest to Pay if mailed on or before 4/11/2025 (\$)
2024	0002015287-2024-2024-0000-01	22110301	REI	630472	BER Decision	12/20/2024	NASYR, SARAH	11603 STOCKDALE CT	PINEVILLE	NC	28134	1/7/2025	128.25	5.45	5.45
												TOTAL	128.25	5.45	5.45

Item 6.

PINEVILLE Refunds

Item 6.

Tax Year	Bill Number	Parcel #	Source Type	Adj. #	Adj. Reason	Date of Adj.	Recipient Name	Address	City	State	Zip Code	Refund Amount (\$)	Total Interest to Pay if mailed on or before 4/2/2025 (\$)	Total Interest to Pay if mailed on or before 4/16/2025 (\$)	
2023	0001970257-2023-2023-0000-00	20708119	REI	631290	PTC Decision	03/19/2025	HD DEVELOPMENT OF MARYLAND INC C/O HOME DEPOT USA INC	PO BOX 105842 STE 3608 ATTN:PROPERTY TAX DEPT	ATLANTA	GA	30348-5842	1,486.56	147.27	151.83	
2024	0001970257-2024-2024-0000-00	20708119	REI	631291	PTC Decision	03/19/2025	HD DEVELOPMENT OF MARYLAND INC C/O HOME DEPOT USA INC	PO BOX 105842 STE 3608 ATTN:PROPERTY TAX DEPT	ATLANTA	GA	30348-5842	1,486.56	27.69	32.26	
												TOTAL	2,973.12	174.96	184.09

PINEVILLE Refunds

Item 6.

Tax Year	Bill Number	Parcel #	Source Type	Adj. #	Adj. Reason	Date of Adj.	Recipient Name	Address	City	State	Zip Code	Refund Amount (\$)
2024	0008157096-2024-2024-0000-00		BUS	631392	Listed In Error	03/20/2025	FIFTH THIRD BANK NA	PO BOX 218	NORTHBROOK	IL	60065	83.25
TOTAL												83.25

PINEVILLE Refunds

Item 6.

Tax Year	Bill Number	Parcel #	Source Type	Adj. #	Adj. Reason	Date of Adj.	Recipient Name	Address	City	State	Zip Code	Refund Amount (\$)
2024	0008070214-2024-2019-0000-00		BUS	631726	Penalty In Err	04/14/2025	RYAN LLC	FAMILY DOLLAR PO BOX 460389 DEPT 120	HOUSTON	TX	77056	6.31
2024	0008070214-2024-2020-0000-00		BUS	631725	Penalty In Err	04/14/2025	RYAN LLC	FAMILY DOLLAR PO BOX 460389 DEPT 120	HOUSTON	TX	77056	5.47
2024	0008070214-2024-2021-0000-00		BUS	631724	Penalty In Err	04/14/2025	RYAN LLC	FAMILY DOLLAR PO BOX 460389 DEPT 120	HOUSTON	TX	77056	4.51
2024	0008070214-2024-2022-0000-00		BUS	631723	Penalty In Err	04/14/2025	RYAN LLC	FAMILY DOLLAR PO BOX 460389 DEPT 120	HOUSTON	TX	77056	4.18
2024	0008070214-2024-2023-0000-00		BUS	631722	Penalty In Err	04/14/2025	RYAN LLC	FAMILY DOLLAR PO BOX 460389 DEPT 120	HOUSTON	TX	77056	0.91
												TOTAL 21.38

PINEVILLE Refunds

Tax Year	Bill Number	Parcel #	Source Type	Adj. #	Adj. Reason	Date of Adj.	Recipient Name	Address	City	State	Zip Code	Payment Date for Interest Calculation	Refund Amount (\$)	Total Interest to Pay if mailed on or before 6/18/2025 (\$)	Total Interest to Pay if mailed on or before 7/3/2025 (\$)	
2021	0002016405-2021-2021-0000-00	22119302	REI	632038	PTC Decision	06/02/2025	MCCARTER & ENGLISH LLP	DANIEL P ZAZZALI 100 MULBERRY STREET FOUR GATEWAY CENTER	NEWARK	NJ	07102	1/6/2022	15,126.21	4,174.01	4,223.74	
2019	0002016405-2019-2019-0000-00	22119302	REI	632036	PTC Decision	06/02/2025	MCCARTER & ENGLISH LLP	DANIEL P ZAZZALI 100 MULBERRY STREET FOUR GATEWAY CENTER	NEWARK	NJ	07102	1/7/2020	15,126.21	6,594.20	6,643.93	
2020	0002016405-2020-2020-0000-00	22119302	REI	632037	PTC Decision	06/02/2025	MCCARTER & ENGLISH LLP	DANIEL P ZAZZALI 100 MULBERRY STREET FOUR GATEWAY CENTER	NEWARK	NJ	07102	1/6/2021	15,126.21	5,384.10	5,433.83	
2022	0002016405-2022-2022-0000-00	22119302	REI	632039	PTC Decision	06/02/2025	MCCARTER & ENGLISH LLP	DANIEL P ZAZZALI 100 MULBERRY STREET FOUR GATEWAY CENTER	NEWARK	NJ	07102	1/6/2023	15,126.21	2,963.91	3,013.64	
2023	0002016405-2023-2023-0000-00	22119302	REI	632062	PTC Decision	06/03/2025	MCCARTER & ENGLISH LLP	DANIEL P ZAZZALI 100 MULBERRY STREET FOUR GATEWAY CENTER	NEWARK	NJ	07102	1/6/2024	7,152.36	829.28	852.80	
2024	0002016405-2024-2024-0000-00	22119302	REI	632063	PTC Decision	06/03/2025	MCCARTER & ENGLISH LLP	DANIEL P ZAZZALI 100 MULBERRY STREET FOUR GATEWAY CENTER	NEWARK	NJ	07102	1/7/2025	7,152.36	253.96	277.47	
													SUBTOTAL	74,809.56	20,199.46	20,445.41



TOWN COUNCIL AGENDA ITEM

MEETING DATE: June 10, 2025

Agenda Title/Category:	Huntley Glen road acceptance			
Staff Contact/Presenter:	Travis Morgan			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	
Background:	Completion of the neighborhood single family homes roadways are planned to be town roads			
Discussion:	Town public road acceptance discussion. Inspected and approved by County and Public Works			
Fiscal impact:	Additional Powell Bill funds but also Town maintenance responsibility			
Attachments:	See staff report			
Recommended Motion to be made by Council:	Approve depending on public comment on completion of roadway items			

Public Hearing



To: Town Council
From: Travis Morgan
Date: 6/10/2025
Re: **Huntley Glen Road Acceptance (Action Item)**

Update:

Maintenance bonds (25% of construction bond) are ready to be in place. Noted trees have been replaced.

Background:

The current Huntley Glen development on Dorman Road obtained conditional site plan approval in 2013. The development as approved consisting of 172 single family units and 58 townhomes. The single-family portion had 4 phases with public roads and the townhomes had 1 phase with private roads.

Request:

Town Council approval is needed to formally accept the planned public streets in Huntley Glen. Town Council approval is not needed for the townhouse phase roads since they are designated as private. Denise Nichols on behalf of TrueHomes requests the Town of Pineville to accept the public roads as shown on the final plat maps. This acceptance would add the below 7 roads into the Town road network and would total 7,464 linear feet of roadway. The road guarantee bonds to the total of \$1,838,000 would also be released in favor of a \$459,500 maintenance bond

Roadways: **Bonds:**

Huntley Glen Drive – 2,531 linear feet (to be public road)	Plat/Phase 1	\$130,000
Garden View Drive – 215 linear feet (to be public road)	Plat/Phase 2	\$397,000
Glenway Trail Court – 917 linear feet (to be public road)	Plat/Phase 3	\$961,000
Atwell Glen Lane – 1,100 linear feet (to be public road)	Plat/Phase 4	\$350,000
Autumn Glen Avenue – 686 linear feet (to be public road)		
Grace View Drive – 1,527 linear feet (to be public road)		
Overlook Ridge Street – 488 linear feet (to be public road)		

Staff Comment:

County and Public works have inspected and approved Phases 1-4 above. There has been resident complaint about developer damaging irrigation lines at the front entry with the sidewalk installation. That appears to be on HOA property and is not a Town maintenance item. Road acceptance in general follows the plans and goals of the development.

Procedure:

This the public hearing to adopt the above roads into the Town network and gain community input. This follows regular legislative process. At the close of the public hearing you may modify, disapprove, or approve the request as proposed.

Lisa Snyder

From: Travis Morgan
Sent: Friday, May 9, 2025 3:04 PM
To: Lisa Snyder
Subject: FW: Huntley Glen Neighborhood Issue

Follow Up Flag: Follow up
Flag Status: Flagged

FYI Huntley glen neighborhood wanted to pass along the below email information whenever Huntley glen comes back in front of us. I'll try to include next write up for Huntley glen but wanted to go ahead and send to you just in case just for you to have

Travis Morgan AICP
 Planning Director
Town of Pineville
 PO Box 249
 Pineville, NC 28134
 Phone: 704.889.2202

From: Burnside HOA <burnsidehoamanagement@gmail.com>
Sent: Wednesday, April 30, 2025 4:09 PM
To: Travis Morgan <tmorgan@pinevillenc.gov>
Subject: Fwd: Huntley Glen Neighborhood Issue

Hey Travis/Council,

I am the HOA president over the Burnside community which includes Huntley Glen. When Nest, the developer, was in the neighborhood installing sidewalk/replacing trees in the March/April timeframe, they damaged our irrigation system in the front of the neighborhood at Dorman rd, resulting in \$1000s of dollars in damage. We have not yet made the repairs and ask that it be considered that Nest be held responsible for making these repairs at their expense before their bond is released. We will also make sure we attend the council meeting to plead our case as well.

Thank you,

Matt, HOA President

--

Burnside HOA
 3184 Gilroy Drive
 Fort Mill, SC 29707



MECKLENBURG COUNTY

LAND USE & ENVIRONMENTAL SERVICES AGENCY

ATTACHMENT TO LAND DEVELOPMENT BOND

Original
COPY

This Attachment sets forth essential terms to the Land Development Bond from Principal/ Developer:

Carolina Development Services, LLC to Mecklenburg County Land Use & Environmental Services Agency dated: March 27, 2015.

PROJECT NAME: Huntley Glen Phase 1 Map 1

1. AUTHORITY FOR LAND DEVELOPMENT BOND:

TOWN OF Pineville

Subdivision OR Commercial

<input checked="" type="checkbox"/> EROSION CONTROL ORDINANCE	<input checked="" type="checkbox"/> FLOODPLAIN ORDINANCE
<input type="checkbox"/> LAND DEVELOPMENT CODE	<input type="checkbox"/> NCDOT/MECKLENBURG DRIVEWAY PERMIT
<input type="checkbox"/> PLANNING ORDINANCE	<input checked="" type="checkbox"/> POST-CONSTRUCTION ORDINANCE
<input type="checkbox"/> STORM DRAINAGE REQUIREMENTS	<input checked="" type="checkbox"/> SUBDIVISION ORDINANCE
<input type="checkbox"/> SWIM ORDINANCE	<input type="checkbox"/> UNIFIED DEVELOPMENT ORDINANCE
<input type="checkbox"/> WATERSHED ORDINANCE	<input checked="" type="checkbox"/> ZONING ORDINANCE
<input type="checkbox"/> OTHER: _____	

2. SECURITY FOR LAND DEVELOPMENT BOND: AMOUNT: \$130,000.00

CHECK # <Check Number> (Made out to Mecklenburg County LUESA) CASH <Money Order Number>

LETTER OF CREDIT issued by: <Financial Institution Name> LC# <Letter of Credit #>

SURETY issued by NGM Insurance Company Surety # S296837

Deliver or Mail Address: Mecklenburg County LUESA, 700 North Tryon St. Charlotte NC 28202
Attn: Land Development Bond Administrator

3. PURPOSE OF LAND DEVELOPMENT BOND:

To guarantee installation of improvements for the Project as specified in the approved plans for the Project and in accordance with the applicable ordinance until Mecklenburg County and governing jurisdiction's final approval.

1. Construction Infrastructure -1 year
2. BMP Infrastructure (prior to as-built) – 1 year
3. BMP Infrastructure (prior to as-built for release of CO only) – 6 months

To guarantee maintenance and repair of improvements for the Project as specified in the approved plans for the Project and in accordance with the applicable ordinance until Mecklenburg County and governing jurisdiction's final approval.

4. Subdivision Roadway Maintenance - 1 year from the date Town Board accepts streets.

Road Way Maintenance process and packet must be submitted to the applicable Town 60 days or greater prior to the bond expiration date.

5. BMP Maintenance – 1 year from the as-built approval date.
6. BMP Maintenance for Post Construction - 2 years from the as-built approval date.

GENERAL INFORMATION:

- The Mecklenburg County approved Letter of Credit wording must be used. All other will be reviewed by Mecklenburg County Attorney and all expenses incurred will be required by the applicant, payable to Mecklenburg County Land LUESA prior to acceptance of the bond.
- Bond Fee Schedule: Fees are subject to change.
 \$370 New Land Development Bond Fee
 \$370 Land Development Bond Renewal Fees - Payable every year after the 4th year
 \$370 Land Development Bond Reduction
 \$370 Replacement of Security of Land Development Bond
 \$370 Release of a Land Development Bond Older than 4 years

Principal/Developer:

By:  (SEAL)

Print: David Cutthbertson

Title: Managing Member



MECKLENBURG COUNTY
LAND USE & ENVIRONMENTAL SERVICES AGENCY
LAND DEVELOPMENT BOND
FOR USE BY SURETY

Date of Issue: March 27, 2015

Bond Number: S296837

Obligee: Mecklenburg County Land Use & Environmental Services Agency
 700 North Tryon Street Charlotte, NC 28202
 Attn: Bond Administrator

<u>Carolina Development Services, LLC:</u>
<u>2627 Brekonridge Centre Drive:</u>
<u>Monroe, NC 28110:</u>
<u>704-774-1964:</u>

<u>NGM Insurance Company:</u>
<u>55 West Street:</u>
<u>Keene, NH 03431:</u>
<u>980-237-2728:</u>

Project: Huntley Glen Phase 1 Map 1.

Carolina Development Services, LLC, as Principal and Developer, and NGM Insurance Company, as Surety, are hereby firmly bound unto Mecklenburg County Land Use & Environmental Services Agency in the sum of (\$130,000.00) One Hundred Thirty Thousand and no/100 dollars for the payment of which the Principal and Surety hereby jointly and severally bind themselves, their respective heirs, administrators, successors and assigns.

This bond is made in accordance with the Ordinance and for the Purpose set forth in the Attachment hereto, which Attachment is incorporated herein by reference. This bond is in an amount determined by Mecklenburg County Land Use & Environmental Services Agency to be sufficient for the Purpose set forth in the Attachment.

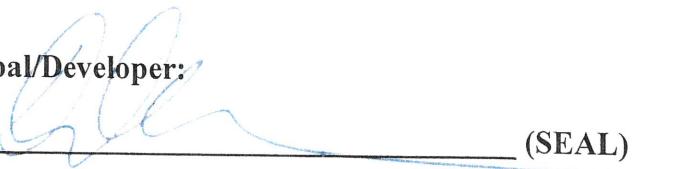
Now, therefore, the condition of this bond is such that if the Principal/Developer shall faithfully complete and/or maintain the specified improvements referred to in the Attachment and Mecklenburg County Land Use and Environmental Services Agency has caused an inspection to be made and has authorized in writing the release of this Surety Bond, then this bond shall be null and void and the Bond delivered to the County shall be returned to the Principal/Developer.

In the event that the Principal/Developer defaults under its obligation to install the improvements referred to herein within the time period specified, Surety agrees that it shall either (a) within fifteen (15) days after the determination of such default take over and complete the improvements referred to herein, or (b) pay to Mecklenburg County, in cash, the actual cost of completion. The cost of completion shall be reimbursement to Mecklenburg County for any and all expenses which may be incurred by Mecklenburg County after the default of the Developer in connection with the completion of the improvements by the Mecklenburg County, including but not limited to construction costs, engineering supervision costs, mobilization costs, and legal fees. Should the Surety not agree to the cost of completion, the same shall be fixed by Mecklenburg County taking bids as provided by law for the public contracts covering similar projects. The Surety shall, regardless of whether it completes the improvements itself or pays Mecklenburg County the actual costs of completion, reimburse Mecklenburg County for all reasonable expenses incurred by Mecklenburg County after default which would not have been incurred had the Principal not defaulted, including but not limited to any legal expenses incurred by Mecklenburg County in the enforcement of this Bond. Surety will make such payment to Mecklenburg County within ten (10) days after the total cost of completing the improvements shall have been determined. The Surety and Principal hereby stipulate and agree that no modifications, conditions, or omissions to the outlined executable actions herein referred to or any extension of time shall in any way affect the obligations of either Surety or Principal on this bond, unless mutually agreed upon in advance of the bond's term completion.

The Principal/Developer shall remain liable to the County for any and all additional costs and expenses incurred by the County in the event the funds from the Surety are insufficient to cover all costs of completion and/or maintenance of the improvements.

WITNESS our hands and seals this, the 27th day of March, 2015.

Principal/Developer:

By:  (SEAL)

Print: David Cuthbertson

Title: Managing Member

Surety:

By:  (SEAL)

Print: Diane Gibson

Title: Attorney-in-fact



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

Item 7.

06- 02960412

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognition or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Diane Gibson, Jill Clark, Larry Langevin**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 20th day of March, 2013.

NGM INSURANCE COMPANY By:

Bruce R. Fox
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this March 20th, 2013, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R. Fox of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 20th day of March, 2013.



I, Brian J. Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

27th day of March, 2015.

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES AGENCY

BOND ESTIMATE



PROJECT NAME:	Huntley Glen - Phase 1		
Construction Plan EPM #:	338164	Plat EPM #:	350339
COMPANY:	DHG Charlotte Land, LLC		
AGENT:	Scott Twiddy		
PHONE NO. :	803-389-3387		
EMAIL:	stwiddy@carolina-development.com		
DATE:	2/6/15		
Bond Form Revision Date:	May 15, 2014		

UNLESS OTHERWISE SPECIFIED ALL BONDS ARE FOR THE BODY OF THE PLAT
ALL NEW SUBMITTED BONDS REQUIRED A SEPARATE \$370 ADMINISTRATION FEE

PLEASE ATTACH SEPARATELY A BREAKDOWN OF ALL QUANTITIES SUBMITTED ON ESTIMATE.

TOTAL FOR LETTER OF CREDIT OR CASH BOND (\$20,000.00 MIN.) \$118,000.00

TOTAL SURETY BOND (\$22,000.00 MIN.) \$130,000.00

Road Way Maintenance Bond	NO	\$	13,305.13
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(\$10,000 + 5% of the total cost of pavement, stone base, curb, sidewalk, street trees & 30% of the total BMP's)

BMP Maintenance Bond			\$10,000
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Cornelius, Davidson Or Mint Hill	NO	\$	130,256.50
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(Minimum Bond Amount, 150% of subtotal)

SIGNATURE AND SEAL OF SUBMITTING ENGINEER

Seal Here.

I, Matthew G. Velkovich, A Registered Professional Engineer, do hereby certify that I have personally examined the work in place and have personally supervised the measurement thereof, and that the percentages of the items of work completed as expressed herein represent an accurate measure of the work completed to date on this project. This bond covers all the infrastructure improvements on the plat and or project referenced above. Engineer please sign in this box.

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES AGENCY

Item 7.

STREETS:	LINEAR FEET:	WIDTH (FT):	UNIT COST (SF):	TOTAL:
5" Base Course			9.48 \$	-
8" Base Course			11.80 \$	-
10" Base Course Entrance			14.35 \$	-
1" Surface Course			5.50 \$	-
1.5" Surface Course			12.35 \$	-
1" Surface Course			5.50 \$	-
1.5" Surface Course			8.00 \$	-
1" Surface Course	976	24	5.50 \$	14,314.67
2" Surface Course			11.00 \$	-
2" Binder Course			11.00 \$	-
Full Depth Asphalt (Tons)			95.00 \$	-
Milling			8.50 \$	-
STREETS:	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
Concrete Monuments		Each	200.00 \$	-
Street Signs		Each	350.00 \$	-
Barricades		Each	1400.00 \$	-
Street Trees (40' O.C.)	49	Each	300.00 \$	14,700.00
Street Lights		Each	580.00 \$	-
Pavement Striping	No	<=Enter YES or NO		\$0.00
CURBING & SIDEWALK:	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
1'-6" Standard Curb		LF	12.50 \$	-
2'-0" Standard Curb		LF	13.00 \$	-
2'-6" Standard Curb		LF	15.00 \$	-
2'-0" Rolled Curb		LF	13.00 \$	-
1'-6" Median Curb		LF	12.50 \$	-
3"x18" Vertical Curb		LF	10.00 \$	-
4' Wide Sidewalk		LF	15.00 \$	-
5' Wide Sidewalk		LF	19.00 \$	-
5' Wide Sidewalk	1952	LF	19.00 \$	37,088.00
Driveway Aprons (Each)		LF	1500.00 \$	-
Handicap Ramp		Each	800.00 \$	-
Repair Curb & Gutter		LF	20.00 \$	-
Replace Curb & Gutter		LF	26.00 \$	-
Replace 5' Sidewalk		LF	38.00 \$	-
DRAINAGE:	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
15"RCP	65	LF	25.00 \$	1,625.00
18"RCP		LF	30.00 \$	-
24"RCP	249	LF	40.00 \$	9,960.00
30"RCP		LF	50.00 \$	-
30" FES		LF	1020.00 \$	-
36"RCP		LF	65.00 \$	-
42"RCP		LF	80.00 \$	-
48"RCP		LF	95.00 \$	-
54"RCP		LF	155.00 \$	-
60"RCP		LF	215.00 \$	-
66"RCP		LF	216.00 \$	-
72"RCP		LF	270.00 \$	-

MECKLENBURG COUNTY

LAND USE AND ENVIRONMENTAL SERVICES AGENCY

DRAINAGE:	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
15" FES		Each	800.00	\$ -
18" FES		Each	900.00	\$ -
24" FES		Each	1400.00	\$ 1,400.00
30" FES	1	Each	1600.00	\$ -
36" FES		Each	2000.00	\$ -
42" FES		Each	2400.00	\$ -
48" FES		Each	3000.00	\$ -
54" FES		Each	4000.00	\$ -
60" FES		Each	5000.00	\$ -
DRAINAGE:	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
15" Headwall		Each	900.00	\$ -
18" Headwall		Each	1000.00	\$ -
24" Headwall		Each	1500.00	\$ -
30" Headwall		Each	2000.00	\$ -
36" Headwall		Each	3500.00	\$ -
42" Headwall		Each	4500.00	\$ -
48" Headwall		Each	6000.00	\$ -
54" Headwall		Each	7000.00	\$ -
60" Headwall		Each	8000.00	\$ -
66" Headwall		Each	10000.00	\$ -
72" Headwall		Each	12000.00	\$ -
DRAINAGE:	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
Curb Inlet		Each	1750.00	\$ -
Yard Inlet (Grate)		Each	1500.00	\$ -
Double Curb Inlet		Each	3500.00	\$ -
Double Yard Inlet (Grate)		Each	3000.00	\$ -
Manhole (0'-8' Deep)	3	Each	1750.00	\$ 5,250.00
EROSION CONTROL	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
Silt Fence		LF	4.00	\$ -
Rip Rap		Ton	55.00	\$ -
Sediment Basins		Each	6000.00	\$ -
Inlet Protection		Each	100.00	\$ -
Construction Entrance		Each	3000.00	\$ -
Mulching		SY	0.35	\$ -
Seeding & Fertilizing		SY	0.75	\$ -
Sodding		SY	4.00	\$ -
Temporary Diversion Ditch		CY	5.00	\$ -
Miscellaneous:	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
Clean out SD Structures		Each	500.00	\$ -
Point up SD Structures		Each	500.00	\$ -
Asbuilts	1	Each	2500.00	\$ 2,500.00
				\$ -
				\$ -
				\$ -

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES AGENCY

Item 7.

BMP / WATER QUALITY	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
Dry Detention Basin		SF	7.00	\$ -
Wetpond		SF	10.75	\$ -
Sand Filter		SF	5.10	\$ -
Sand Filter Detention Basin		SF	3.00	\$ -
Bio-Retention / Raingarden		SF	17.50	\$ -
Asbuilt		Each	2500.00	\$ -
CONSTRUCTION BOND				
			SUBTOTAL:	\$ 86,837.67
			LEGAL FEES (\$5,000 MIN.)	\$ 8,684
			CONTINGENCY (20%, MINIMUM \$10,000)	\$ 17,368
			MOBILIZATION	\$ 5,000
			TOTAL FOR LETTER OF CREDIT OR CASH BOND (\$20,000 MIN.)	\$117,889
			10% ADDITIONAL LEGAL FEES FOR SURETY BONDS	\$ 11,789
			TOTAL FOR SURETY BOND (\$22,000 MIN.)	\$129,678
BMP MAINTENANCE BOND				
			30% OF BMP / WATER QUALITY SUBTOTAL:	\$ -
			CONTINGENCY (MINIMUM \$10,000):	\$ 10,000
			TOTAL FOR MAINTENANCE BOND:	\$ 10,000



MECKLENBURG COUNTY

LAND USE & ENVIRONMENTAL SERVICES AGENCY

ATTACHMENT TO LAND DEVELOPMENT BOND

5296853 COPY
1/20/2018

This Attachment sets forth essential terms to the Land Development Bond from Principal/ Developer:

Carolina Development Services, LLC. to Mecklenburg County Land Use & Environmental Services Agency
dated: 01/21/2016.

PROJECT NAME: Huntley Glen Phase 1, Map 2

1. AUTHORITY FOR LAND DEVELOPMENT BOND:

TOWN OF Pineville

Subdivision

OR

Commercial

<input checked="" type="checkbox"/> EROSION CONTROL ORDINANCE	<input checked="" type="checkbox"/> FLOODPLAIN ORDINANCE
<input type="checkbox"/> LAND DEVELOPMENT CODE	<input type="checkbox"/> NCDOT/MECKLENBURG DRIVEWAY PERMIT
<input type="checkbox"/> PLANNING ORDINANCE	<input checked="" type="checkbox"/> POST-CONSTRUCTION ORDINANCE
<input type="checkbox"/> STORM DRAINAGE REQUIREMENTS	<input checked="" type="checkbox"/> SUBDIVISION ORDINANCE
<input type="checkbox"/> SWIM ORDINANCE	<input type="checkbox"/> UNIFIED DEVELOPMENT ORDINANCE
<input type="checkbox"/> WATERSHED ORDINANCE	<input checked="" type="checkbox"/> ZONING ORDINANCE
<input type="checkbox"/> OTHER: _____	

\$397,000

2. SECURITY FOR LAND DEVELOPMENT BOND: AMOUNT: \$ <Bond Amount>

CHECK # <Check Number> (Made out to Mecklenburg County LUESA) CASH <Money Order Number>

LETTER OF CREDIT issued by: <Financial Institution Name> LC# <Letter of Credit #>

SURETY issued by <Insurance Company Name> Surety # <Bond Surety Number>

Deliver or Mail Address: Mecklenburg County LUESA, 700 North Tryon St. Charlotte NC 28202
Attn: Land Development Bond Administrator

3. PURPOSE OF LAND DEVELOPMENT BOND (choose one of the following):

To guarantee installation of improvements for the Project as specified in the approved plans for the Project and in accordance with the applicable ordinance until Mecklenburg County and governing jurisdiction's final approval.

1. Construction Infrastructure -3 years
2. BMP Infrastructure (prior to as-built) – 3 years
3. BMP Infrastructure (prior to as-built for release of CO only) – 6 months

To guarantee maintenance and repair of improvements for the Project as specified in the approved plans for the Project and in accordance with the applicable ordinance until Mecklenburg County and governing jurisdiction's final approval.

4. Subdivision Roadway Maintenance - 1 year from the date Town Board accepts streets.

Road Way Maintenance process and packet must be submitted to the applicable Town 60 days or greater prior to the bond expiration date.

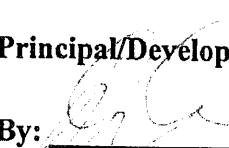
5. BMP Maintenance – 1 year from the as-built approval date.

6. BMP Maintenance for Post Construction - 2 years from the as-built approval date.

GENERAL INFORMATION:

- The Mecklenburg County approved Letter of Credit wording must be used. All other will be reviewed by Mecklenburg County Attorney and all expenses incurred will be required by the applicant, payable to Mecklenburg County Land LUESA prior to acceptance of the bond.
- Bond Fee Schedule: Fees are subject to change.
\$370 New Land Development Bond Fee
\$370 Land Development Bond Renewal Fees - Payable every year after the 4th year
\$370 Land Development Bond Reduction
\$370 Replacement of Security of Land Development Bond
\$370 Release of a Land Development Bond Older than 4 years

Principal/Developer:

By:  (SEAL)

Print: David Culhane

Title: Manager



MECKLENBURG COUNTY
LAND USE & ENVIRONMENTAL SERVICES AGENCY
ATTACHMENT TO LAND DEVELOPMENT BOND

Item 7.

This Attachment sets forth essential terms to the Land Development Bond from Principal/ Developer:
DHG RP LLC to Mecklenburg County Land Use & Environmental Services
Agency dated: December 5, 2017.

PROJECT NAME: Huntley Glen Phase 1, Map 3 -EPM # 380597

1. AUTHORITY FOR LAND DEVELOPMENT BOND:

TOWN OF Pineville

Subdivision

OR

Commercial

<input checked="" type="checkbox"/> EROSION CONTROL ORDINANCE	<input checked="" type="checkbox"/> FLOODPLAIN ORDINANCE
<input type="checkbox"/> LAND DEVELOPMENT CODE	<input type="checkbox"/> NCDOT/MECKLENBURG DRIVEWAY PERMIT
<input type="checkbox"/> PLANNING ORDINANCE	<input checked="" type="checkbox"/> POST-CONSTRUCTION ORDINANCE
<input type="checkbox"/> STORM DRAINAGE REQUIREMENTS	<input checked="" type="checkbox"/> SUBDIVISION ORDINANCE
<input type="checkbox"/> SWIM ORDINANCE	<input type="checkbox"/> UNIFIED DEVELOPMENT ORDINANCE
<input type="checkbox"/> WATERSHED ORDINANCE	<input checked="" type="checkbox"/> ZONING ORDINANCE
<input type="checkbox"/> OTHER: <u><Other restrictions or compliance required></u>	

2. SECURITY FOR LAND DEVELOPMENT BOND: AMOUNT: \$961,000.00

CHECK # <Check Number> (Made out to Mecklenburg County LUESA) CASH <Money Order Number>

LETTER OF CREDIT issued by: <Financial Institution Name> LC# <Letter of Credit #>

SURETY issued by Lexon Insurance Company Surety #1153573

Deliver or Mail Address: Mecklenburg County LUESA, 2145 Suttle Avenue, Charlotte NC 28208
Attn: Land Development Bond Administrator

3. PURPOSE OF LAND DEVELOPMENT BOND (choose one of the following):

To guarantee installation of improvements for the Project as specified in the approved plans for the Project and in accordance with the applicable ordinance until Mecklenburg County and governing jurisdiction's final approval.

1. Construction Infrastructure -3 years
2. BMP Infrastructure (prior to as-built) – 3 years
3. BMP Infrastructure (prior to as-built for release of CO only) – 6 months

To guarantee maintenance and repair of improvements for the Project as specified in the approved plans for the Project and in accordance with the applicable ordinance until Mecklenburg County and governing jurisdiction's final approval.

1. Subdivision Roadway Maintenance (80%) - 2 years from the date Town Board accepts streets.

Road Way Maintenance process and packet must be submitted to the applicable Town 60 days or greater prior to the bond expiration date.

2. Subdivision Roadway Maintenance (25%) - 1 year from the date that lot build-out is complete for streets accepted by Town Board
3. BMP Maintenance – 1 year from the as-built approval date.

4. BMP Maintenance for Post Construction - 2 years from the as-built approval date.

GENERAL INFORMATION:

- The Mecklenburg County approved Letter of Credit wording must be used. All other will be reviewed by Mecklenburg County Attorney and all expenses incurred will be required by the applicant, payable to Mecklenburg County Land LUESA prior to acceptance of the bond.
- Bond Fee Schedule: **Fees are subject to change.**
 - \$370 New Land Development Bond Fee
 - \$370 Land Development Bond Renewal Fees - Payable every year after the 4th year
 - \$370 Land Development Bond Reduction
 - \$370 Replacement of Security of Land Development Bond
 - \$370 Release of a Land Development Bond Older than 4 years

Principal/Developer: DHG RP LLC

By:  (SEAL)

Print: Eric Wood

Title: Vice - President



MECKLENBURG COUNTY
LAND USE & ENVIRONMENTAL SERVICES AGENCY
LAND DEVELOPMENT BOND
FOR USE BY SURETY

Date of Issue: December 5, 2017

Bond Number: 1153573

Obligee: Mecklenburg County Land Use & Environmental Services Agency
 2145 Suttle Avenue, Charlotte, NC 28208
 Attn: Bond Administrator

<u>DHG RP LLC:</u>
<u>236 Raceway Drive, Suite 7:</u>
<u>Mooresville, NC 28117:</u>
<u>704-208-4251:</u>

<u>Lexon Insurance Company:</u>
<u>10002 Shelbyville Road, Suite 100:</u>
<u>Louisville, KY 40223:</u>
<u>(615) 553-9500:</u>

Project: Huntley Glen Phase 1, Map 3 - EPM #380597.

DHG RP LLC, as Principal and Developer, and Lexon Insurance Company, as Surety, are hereby firmly bound unto Mecklenburg County Land Use & Environmental Services Agency in the sum of (\$961,000.00) Nine Hundred Sixty-One Thousand and 00/100 dollars for the payment of which the Principal and Surety hereby jointly and severally bind themselves, their respective heirs, administrators, successors and assigns.

This bond is made in accordance with the Ordinance and for the Purpose set forth in the Attachment hereto, which Attachment is incorporated herein by reference. This bond is in an amount determined by Mecklenburg County Land Use & Environmental Services Agency to be sufficient for the Purpose set forth in the Attachment.

Now, therefore, the condition of this bond is such that if the Principal/Developer shall faithfully complete and/or maintain the specified improvements referred to in the Attachment and Mecklenburg County Land Use and Environmental Services Agency has caused an inspection to be made and has authorized in writing the release of this Surety Bond, then this bond shall be null and void and the Bond delivered to the County shall be returned to the Principal/Developer.

The Principal/Developer acknowledges herein that failure to demonstrate reasonable, good faith progress towards completion of the required improvements that are the subject of this bond, or any extension thereof, shall constitute a default. In the event that the Principal/Developer defaults under its obligation to install the improvements referred to herein, Surety agrees that it shall either (a) within fifteen (15) days after the determination of such default take over and complete the improvements referred to herein, or (b) pay to Mecklenburg County, in cash, the actual cost of completion. The cost of completion shall be reimbursement to Mecklenburg County for any and all expenses which may be incurred by Mecklenburg County after the default of the Developer in connection with the completion of the improvements by the Mecklenburg County, including but not limited to construction costs, engineering supervision costs, mobilization costs, and legal fees. Should the Surety not agree to the cost of completion, the same shall be fixed by Mecklenburg County taking bids as provided by law for the public contracts covering similar projects. The Surety shall, regardless of whether it completes the improvements itself or pays Mecklenburg County the actual costs of completion, reimburse Mecklenburg County for all reasonable expenses incurred by Mecklenburg County after default which would not have been incurred had the Principal not defaulted, including but not limited to any legal expenses incurred by Mecklenburg County in the enforcement of this Bond. Surety will make such payment to Mecklenburg County within ten (10) days after the total cost of completing the improvements shall have been determined. The Surety and Principal hereby stipulate and agree that no modifications, conditions, or omissions to the outlined executable actions herein referred to or any extension of time shall in any way affect the obligations of either Surety or Principal on this bond, unless mutually agreed upon in advance of the bond's term completion.

The Principal/Developer shall remain liable to the County for any and all additional costs and expenses incurred by the County in the event the funds from the Surety are insufficient to cover all costs of completion and/or maintenance of the improvements.

WITNESS our hands and seals this, the 5th day of December, 2017.

Principal/Developer: DHG RP LLC

By: Eric Wood (SEAL)

Print: Eric Wood

Title: Vice President

Surety: Lexon Insurance Company

By: Theresa Pickerell (SEAL)

Print: Theresa Pickerell

Title: Attorney-in-Fact

POWER OF ATTORNEY

LX- 316762

Item 7.

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY



BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY

Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 5th Day of December 20 17.



BY

Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material that commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."



MECKLENBURG COUNTY
LAND USE & ENVIRONMENTAL SERVICES AGENCY
ATTACHMENT TO LAND DEVELOPMENT BOND

Item 7.

This Attachment sets forth essential terms to the Land Development Bond from Principal/ Developer:

DHG RP LLC to Mecklenburg County Land Use & Environmental Services
Agency dated: 06/19/2018.

PROJECT NAME: Huntley Glen Subdivision Ph 1 M 4 -- EPM #386036

1. AUTHORITY FOR LAND DEVELOPMENT BOND:

TOWN OF PINEVILLE

Subdivision

OR

Commercial

<input checked="" type="checkbox"/> EROSION CONTROL ORDINANCE	<input checked="" type="checkbox"/> FLOODPLAIN ORDINANCE
<input type="checkbox"/> LAND DEVELOPMENT CODE	<input type="checkbox"/> NCDOT/MECKLENBURG DRIVEWAY PERMIT
<input type="checkbox"/> PLANNING ORDINANCE	<input checked="" type="checkbox"/> POST-CONSTRUCTION ORDINANCE
<input type="checkbox"/> STORM DRAINAGE REQUIREMENTS	<input checked="" type="checkbox"/> SUBDIVISION ORDINANCE
<input type="checkbox"/> SWIM ORDINANCE	<input type="checkbox"/> UNIFIED DEVELOPMENT ORDINANCE
<input type="checkbox"/> WATERSHED ORDINANCE	<input checked="" type="checkbox"/> ZONING ORDINANCE
<input type="checkbox"/> OTHER: <u><Other restrictions or compliance required></u>	

2. SECURITY FOR LAND DEVELOPMENT BOND: AMOUNT: \$350,000.00

CHECK # <Check Number> (Made out to Mecklenburg County LUESA) CASH <Money Order Number>

LETTER OF CREDIT issued by: <Financial Institution Name> LC# <Letter of Credit #>

SURETY issued by Lexon Insurance Company Surety #1156484

Deliver or Mail Address: Mecklenburg County LUESA, 2145 Suttle Avenue, Charlotte NC 28208
Attn: Land Development Bond Administrator

3. PURPOSE OF LAND DEVELOPMENT BOND (choose one of the following):

To guarantee installation of improvements for the Project as specified in the approved plans for the Project and in accordance with the applicable ordinance until Mecklenburg County and governing jurisdiction's final approval.

1. Construction Infrastructure -3 years
2. BMP Infrastructure (prior to as-built) – 3 years
3. BMP Infrastructure (prior to as-built for release of CO only) – 6 months

To guarantee maintenance and repair of improvements for the Project as specified in the approved plans for the Project and in accordance with the applicable ordinance until Mecklenburg County and governing jurisdiction's final approval.

1. Subdivision Roadway Maintenance (80%) - 2 years from the date Town Board accepts streets.

Road Way Maintenance process and packet must be submitted to the applicable Town 60 days or greater prior to the bond expiration date.

2. Subdivision Roadway Maintenance (25%) - 1 year from the date that lot build-out is complete for streets accepted by Town Board
 3. BMP Maintenance – 1 year from the as-built approval date.
4. BMP Maintenance for Post Construction - 2 years from the as-built approval date.

GENERAL INFORMATION:

- The Mecklenburg County approved Letter of Credit wording must be used. All other will be reviewed by Mecklenburg County Attorney and all expenses incurred will be required by the applicant, payable to Mecklenburg County Land LUESA prior to acceptance of the bond.
- Bond Fee Schedule: **Fees are subject to change.**
 - \$370 New Land Development Bond Fee
 - \$370 Land Development Bond Renewal Fees - Payable every year after the 4th year
 - \$370 Land Development Bond Reduction
 - \$370 Replacement of Security of Land Development Bond
 - \$370 Release of a Land Development Bond Older than 4 years

Principal/Developer: DHG RP LLC

By:  (SEAL)

Print: Eddie M. Woods

Title: Vice President



MECKLENBURG COUNTY
LAND USE & ENVIRONMENTAL SERVICES AGENCY
LAND DEVELOPMENT BOND
FOR USE BY SURETY

Date of Issue: June 25, 2018

Bond Number: 1156484

Obligee: Mecklenburg County Land Use & Environmental Services Agency
 2145 Suttle Avenue, Charlotte, NC 28208
 Attn: Bond Administrator

<u>DHG RP LLC:</u>
<u>236 Raceway Drive, Suite 7:</u>
<u>Mooresville, NC 28117:</u>
<u>704-208-4251:</u>

<u>Lexon Insurance Company:</u>
<u>10002 Shelbyville Road, Suite 100:</u>
<u>Louisville, KY 40223:</u>
<u>(615) 553-9500:</u>

Project: Huntley Glen Subdivision Ph 1 M 4 -- EPM #386036.

DHG RP LLC, as Principal and Developer, and Lexon Insurance Company, as Surety, are hereby firmly bound unto Mecklenburg County Land Use & Environmental Services Agency in the sum of (\$350,000.00) Three Hundred Fifty Thousand and 00/100 dollars for the payment of which the Principal and Surety hereby jointly and severally bind themselves, their respective heirs, administrators, successors and assigns.

This bond is made in accordance with the Ordinance and for the Purpose set forth in the Attachment hereto, which Attachment is incorporated herein by reference. This bond is in an amount determined by Mecklenburg County Land Use & Environmental Services Agency to be sufficient for the Purpose set forth in the Attachment.

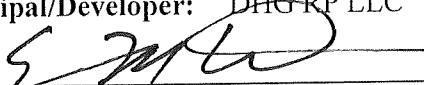
Now, therefore, the condition of this bond is such that if the Principal/Developer shall faithfully complete and/or maintain the specified improvements referred to in the Attachment and Mecklenburg County Land Use and Environmental Services Agency has caused an inspection to be made and has authorized in writing the release of this Surety Bond, then this bond shall be null and void and the Bond delivered to the County shall be returned to the Principal/Developer.

The Principal/Developer acknowledges herein that failure to demonstrate reasonable, good faith progress towards completion of the required improvements that are the subject of this bond, or any extension thereof, shall constitute a default. In the event that the Principal/Developer defaults under its obligation to install the improvements referred to herein, Surety agrees that it shall either (a) within fifteen (15) days after the determination of such default take over and complete the improvements referred to herein, or (b) pay to Mecklenburg County, in cash, the actual cost of completion. The cost of completion shall be reimbursement to Mecklenburg County for any and all expenses which may be incurred by Mecklenburg County after the default of the Developer in connection with the completion of the improvements by the Mecklenburg County, including but not limited to construction costs, engineering supervision costs, mobilization costs, and legal fees. Should the Surety not agree to the cost of completion, the same shall be fixed by Mecklenburg County taking bids as provided by law for the public contracts covering similar projects. The Surety shall, regardless of whether it completes the improvements itself or pays Mecklenburg County the actual costs of completion, reimburse Mecklenburg County for all reasonable expenses incurred by Mecklenburg County after default which would not have been incurred had the Principal not defaulted, including but not limited to any legal expenses incurred by Mecklenburg County in the enforcement of this Bond. Surety will make such payment to Mecklenburg County within ten (10) days after the total cost of completing the improvements shall have been determined. The Surety and Principal hereby stipulate and agree that no modifications, conditions, or omissions to the outlined executable actions herein referred to or any extension of time shall in any way affect the obligations of either Surety or Principal on this bond, unless mutually agreed upon in advance of the bond's term completion.

The Principal/Developer shall remain liable to the County for any and all additional costs and expenses incurred by the County in the event the funds from the Surety are insufficient to cover all costs of completion and/or maintenance of the improvements.

WITNESS our hands and seals this, the 25th day of June, 2018.

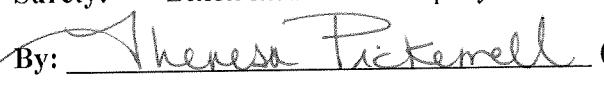
Principal/Developer: DHG RP LLC

By:  (SEAL)

Print: Eric M. Woods

Title: Vice President

Surety: Lexon Insurance Company

By:  (SEAL)

Print: Theresa Pickerrell

Title: Attorney-in-Fact

POWER OF ATTORNEY

LX- 328420

Item 7.

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY



BY

A handwritten signature of David E. Campbell, followed by a solid line for a signature line. Below the line, the name "David E. Campbell" is printed, with "President" written underneath.

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY

A handwritten signature of Amy Taylor, followed by a solid line for a signature line. Below the line, the name "Amy Taylor" is printed, with "Notary Public" written underneath.

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 25th Day of June, 20 18.



BY

A handwritten signature of Andrew Smith, followed by a solid line for a signature line. Below the line, the name "Andrew Smith" is printed, with "Assistant Secretary" written underneath.

From: Andrew Galek <agalek@truehomesusa.com>
Sent: Wednesday, September 05, 2018 12:04 PM
To: Michael, Casena
Subject: [External]CONTACT INFO REQUESTED BY MECK COUNTY

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Andy Galek
True Homes
Land Construction Team
704-560-6217

Begin forwarded message:

From: Todd Farlow <tfarlow@nesthomes.com>

DHG contact

Todd Jason Farlow
Direct Ph: 980-500-1240
tfarlow@nesthomes.com

Bond Company
Smith Manus:

Theresa Pickerrell
502-238-1246
tpickerrell@smithmanus.com

Bill Precious
502-238-1252
bprecious@smithmanus.com

Thanks,
Todd

*Todd Jason Farlow
Attorney / Corporate Counsel
PO Box 4328
Mooresville, N.C. 28117
Direct Dial: 980-500-1240
PH: 704-208-4251 Extension: 1030
Fax: 704-973-7865*

Item 7.

FOR REGISTRATION
J. David Granberry
REGISTER OF DEEDS
Mecklenburg County, NC
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BK:57 PG:609-610
FEE:\$21.00
INSTRUMENT # 2015044128

TAYLORD



2015044128

59 298

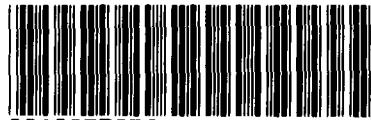
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REGISTRATION
MAY 6 2016
4:03 PM
NORTH CAROLINA
SURVEYOR
REGISTRATION
RECEIVED
2016055258

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L4	17.23	N48°19'16"E
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L6	8.97	N52°28'59"E
L7	5.91	N53°28'01"E
L8	82.34	N53°47'00"E
L9	77.75	N53°47'00"E
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L12	12.61	N19°51'E
L13	20.12	S22°24'E
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L143	20.00	N04°13'28"V
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L150	16.48	N04°13'28"V
L151	20.50	N04°13'28"V
L152	20.00	N04°13'28"V
L153	16.48	N04°13'28"V
L154	20.50	N04°13'28"V
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L163	20.50	N04°13'28"V
L164	20.00	N04°13'28"V
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L207	16.48	N04°13'28"V
L208	20.50	N04°13'28"V
L209	20.00	N04°13'28"V
L210	16.48	N04°13'28"V
L211	20.50	N04°13'28"V
L212	20.00	N04°13'28"V
L213	16.48	N04°13'28

FOR REGISTRATION
J. David Granberry
REGISTER OF DEEDS
Mecklenburg County, NC
2016 MAY 06 04:03:19 PM
BK:59 PG:297-299
FEE:\$42.00
INSTRUMENT # 2016055258

Item 7.

STITTKS



2016055258

LEGEND	
NF	— NOW OR FORMERLY
R/W	— RIGHT OF WAY
AC	— ACRES
SF	— SQUARE FEET
SDE	— STORM DRAINAGE EASEMENT
ST	— SITE TRIANGLE
O	— #4 REBAR SET
—	— EXISTING REBAR
□	— CONCRETE MONUMENT
(1)	— TOTAL
FS	— FRONT SETBACK
LF	— LINEAR FEET
CMUD	— CHARLOTTE MECKLENBURG UTILITY DEPARTMENT
SSRW	— SANITARY SEWER RIGHT OF WAY
COS	— COMMON OPEN SPACE
PB PG	— PLAT BOOK AND PAGE
MB PG	— MAP BOOK AND PAGE
CCM	— CONCRETE CONTROL MONUMENT
■	— ADDRESS NUMBER
LE	— LANDSCAPE EASEMENT
UE	— UTILITY EASEMENT
△	— COMPUTED POINT

THIS SURVEY CREATED A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

I, J. MARK FISHER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE IN DEED BOOK 28644 PAGE 820) THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES TAKEN FROM REFERENCED PLATS ABOVE; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE,

REGISTRATION NUMBER AND SEAL THIS 5TH DAY OF DECEMBER, 2017.

GRAPHIC SCALE

50

0 25 50 100

(IN INCHES)

The image shows a graphic scale with two horizontal bars. The top bar is 50 units long, divided into 5 equal segments. The bottom bar is 100 units long, divided into 10 equal segments. Both bars have tick marks at the ends and in the center of each segment. The text '(IN INCHES)' is positioned to the left of the scale.

LIBRARY BOOK - 62 PAGE 2284
#2017168264 PAGE 142
LIBRARY CARD

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C-3126

**OWNER:
DHG RP LLC
PO BOX 3965
MOORESVILLE, NC 28117**

**HUNTLEY GLEN
TOWN OF PINEVILLE
MECKLENBURG COUNTY
NORTH CAROLINA**

FILED FOR
REGISTRATION
AT
/.
DEC 18 2017
FREDRICK SMITH
MECKLENBURG COUNTY
REGISTER OF DEEDS NO.

PLOT DATE:	9/1/17
DRAWING:	HINCKLEY - HUNTLEY GLENFISH PLATTING MAP II REVISED 05/13/16.DWG
PROJECT NO.:	3376-14

HUNTLEY GLEN PHASE 1 MAP 3

FOR REGISTRATION

Fredrick Smith

REGISTER OF DEEDS

Mecklenburg County, NC

2017 DEC 18 01:04:07 PM

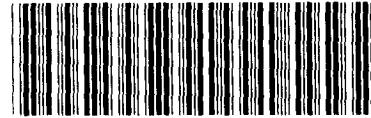
BK:62 PG:284-286

FEE:\$42.00

INSTRUMENT # 2017168640

Item 7.

TAYLORD



2017168640

Item 7.

FOR REGISTRATION
Fredrick Smith
REGISTER OF DEEDS
Mecklenburg County, NC
2018 SEP 05 04:03:30 PM
BK:63 PG:658-660
FEE:\$42.00
INSTRUMENT # 2018112868

PHETSL



2018112868



TOWN COUNCIL AGENDA ITEM

MEETING DATE:

Agenda Title/Category:	Solicitation Ordinance			
Staff Contact/Presenter:	Ryan Spitzer/Janelle Lyons			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	Town Code
Background:	X Moxie Pest Services sent a legal notice to the Town stating the Town's Solicitation Ordinance was unconstitutional. Included is a proposed ordinance with highlighted areas for discussion.			
Discussion:	Options for Town Council to discuss: <ol style="list-style-type: none"> 1. Don't allow any solicitation 2. Adopt or modify attached Ordinance 3. Repeal entire Solicitation Ordinance 			
Fiscal impact:	Cost of permit			
Attachments:	1. Current Ordinance 2. Proposed Ordinance 3. Attorney letter (from Work Session)			
Recommended Motion to be made by Council:				

CHARLOTTE OFFICE

2907 PROVIDENCE RD., SUITE 200 (28211)
 POST OFFICE BOX 30787
 CHARLOTTE, NORTH CAROLINA 28230
 TELEPHONE (704) 332-8300
 FAX (704) 332-9994



M. JANELLE LYONS
 ATTORNEY AT LAW
 DIRECT DIAL #: (704) 940-3444
 DIRECT FAX #: (704) 831-5538
 EMAIL: JLJLYONS@CSHLAW.COM
 WWW.CSHLAW.COM

April 25, 2025

VIA EMAIL

Ryan Spitzer
 Lisa Synder
 Town of Pineville
 505 Main Street
 Pineville, NC 28134

Re: Peddlers and Hawkers Ordinance Constitutionality
CSH File: 8251.0000001

Council,

I have reviewed counsel for Moxie Pest Services' letter regarding the constitutionality of the Town's "Peddlers and Hawkers" Ordinance, Chapter 111 of the Pineville Ordinances. As an aside, none of Moxie's attorneys who signed this letter are barred in NC, according to their website, and they cite case law from other jurisdictions.

The Town's Chapter 111 states that its authority comes from N.C.G.S. § 160A-178 titled Regulation of solicitation campaigns, flea markets and itinerant merchants, which states:

A city may by ordinance regulate, restrict or prohibit the solicitation of contributions from the public for any charitable or eleemosynary purpose, and also the business activities of itinerant merchants, salesmen, promoters, drummers, peddlers, flea market operators and flea market vendors or hawkers. These ordinances may include, but shall not be limited to, requirements that an application be made and a permit issued, that an investigation be made, that activities be reasonably limited as to time and place, that proper credentials and proof of financial stability be submitted, that not more than a stated percentage of contributions to solicitation campaigns be retained for administrative expenses, and that an adequate bond be posted to protect the public from fraud. (1963, c. 789; 1971, c. 698, s. 1; 1987, c. 708, s. 8.)

Moxie desires to engage in door-to-door solicitation for its pest services, and alleges that the Town's ban is unconstitutionally facially and as applied, which impair Moxie's business viability and profits. Specifically, they allege that:

- i. the ban violates the 1st and 4th Amendment to the Constitution and Article I, Section 14 of the NC Constitution, and establishes unconstitutional viewpoint discrimination.
- ii. Section 111.01(b) selectively exempts from the ban "solicitation for charitable,

civic, religious or patriotic purposes by persons who serve without compensation or remuneration.”

- iii. Section 111.16(c) discriminates similarly.
- iv. Surety Bond Is Unconstitutional
- v. Licensing Fee is Unconstitutional

The Ban-Is It Constitutional and/or Content Based Discrimination.

Section § 111.01 makes it unlawful to enter upon any privately owned premises in the town used as a dwelling for the purpose of soliciting orders for the immediate or future delivery of goods, merchandise or services, specifically including the taking of subscriptions for magazines, unless with the prior permission or invitation of the owner or occupant.

Moxie claims the ban violates the 1st and 4th Amendment to the Constitution and Article I, Section 14 of the NC Constitution, and establishes unconstitutional viewpoint discrimination, because it allows “charitable, civic, religious or patriotic” solicitations for favorable treatment to the exclusion of scholastic, commercial, political, environmental, or other solicitations.

Surety Bond Is Unconstitutional

Under Section 111.16(a), the Town requires a surety bond “in the penal sum of \$1,000.00.” The bond requirement violates the First and Fourteenth Amendments to the United States Constitution, and Article I, Section 14 of the North Carolina Constitution.

Licensing Fee is Unconstitutional

Under Sections 111.15(h), 111.17, and 111.18, every individual solicitor must pay \$5 for a permit effective for twenty-four hours.

Moxie alleges, these fees violate the First and Fourteenth Amendments to the United States Constitution, and Article I, Section 14 of the North Carolina Constitution, because they are arbitrary. They allege the Town is profiting from imposing these fees, verses simply covering the administrative cost of the permits.

Other Counties and Towns in NC

Charlotte

Sec. 6-438. - Restricted hours in residential areas.

It shall be unlawful to peddle any article of merchandise from any vehicle or on foot between the hours of 8:00 p.m. and 8:00 a.m. in areas zoned for residential purposes within the corporate limits. However, during such periods that daylight saving time is in effect, these hours shall be from 9:00 p.m. to 8:00 a.m.

ARTICLE VIII. - PEDDLERS | Code of Ordinances | Charlotte, NC | Municode Library

Matthews

Hours of door-to-door sales are restricted to the hours of 9:00 a.m. to one (1) hour prior to sunset.

ARTICLE VIII. - PEDDLERS | Code of Ordinances | Charlotte, NC | Municode Library

Huntersville

Chapter 95 Solicitation

Requires permit from chief of police
No solicitation after 8pm and before 7am
5k bond required.

[Town of Huntersville : Municipal Code](#)

ARTICLE I. - IN GENERAL | Code of Ordinances | Charlotte, NC | Municode Library

Wake County

The permit lasts six months, and there is no fee

[§ 94.02 PROVISIONS; EXCEPTIONS.](#)

The Law

“The First Amendment, applicable to the States through the Fourteenth Amendment, prohibits the enactment of laws ‘abridging the freedom of speech.’ ” Billups v. City of Charleston, 194 F. Supp. 3d 452, 461 (D.S.C. 2016) citing Reed v. Town of Gilbert, Ariz., — U.S. —, 135 S.Ct. 2218, 2226, 192 L.Ed.2d 236 (2015) (quoting U.S. Const., Amdt. 1).

The court in analyzing the Town’s ordinance will have to determine what form of First Amendment scrutiny is required to analyze our ordinances.

1. Strict Scrutiny:

- **Purpose:** This is the highest level of scrutiny, used when the government's action impacts fundamental rights or discriminates against suspect classes.
- **Standard:** The government must demonstrate that the action is necessary to achieve a compelling government interest and is narrowly tailored to achieve that interest. This means the restriction must be the least restrictive way to advance the compelling interest.
- **Examples:** Restrictions on political speech, content-based regulations of speech.

2. Intermediate Scrutiny:

- **Purpose:** This level of scrutiny is used when the government action impacts non-fundamental rights, such as commercial speech or restrictions on expressive conduct.
- **Standard:** The government must demonstrate that the action is substantially related to an important government interest and is narrowly tailored to achieve that interest.
- **Examples:** Regulations of commercial speech, restrictions on expressive conduct.

3. Rational Basis Review:

- **Purpose:** This is the lowest level of scrutiny, used when the government's action impacts non-fundamental rights and does not discriminate against a suspect class.
- **Standard:** The government must demonstrate that the action is rationally related to a legitimate government interest.
- **Examples:** Regulations of general conduct, economic regulations.

Moxie argues that the Court will and should review our ordinances under strict scrutiny, because “content-based laws—those that target speech based on its communicative content—are presumptively unconstitutional and may be justified only if the government proves that they are narrowly tailored to serve compelling state interests.” Billups v. City of Charleston, 194 F. Supp. 3d 452, 461 (D.S.C. 2016) citing Reed v. Town of Gilbert, Ariz., — U.S. —, 135 S.Ct. 2218, 2226, 192 L.Ed.2d 236 (2015) (quoting U.S. Const., Amdt. 1). A law may be content-based in two ways: it may be content-based “on its face,” or it may rely on a content-based “purpose and justification.” Billups v. City of Charleston, 194 F. Supp. 3d 452, 463 (D.S.C. 2016) citing Reed, 135 S.Ct. at 2228.

“In contrast, [laws] that are unrelated to the content of speech are subject to an intermediate level of scrutiny, [] because in most cases they pose a less substantial risk of excising certain ideas or viewpoints from the public dialogue.” Billups v. City of Charleston, 194 F. Supp. 3d 452, 462–63 (D.S.C. 2016) quoting Turner Broad. Sys., 512 U.S. at 642, 114 S.Ct. 2445 (citing Clark v. Community for Creative Non–Violence, 468 U.S. 288, 293, 104 S.Ct. 3065, 82 L.Ed.2d 221 (1984)).

Thus, “a government, including a municipal government vested with state authority, ‘has no power to restrict expression because of its message, its ideas, its subject matter, or its content.’ ” Reed, 135 S.Ct. at 2226 (quoting Police Dept. of Chicago v. Mosley, 408 U.S. 92, 95, 92 S.Ct. 2286, 33 L.Ed.2d 212 (1972)).

Possible Courses of Action

Edit Ordinance

- Limit solicitation days or times
- Change permit length of time
- Change Bond Requirement

Leave As Is

Leave Ordinance as Is, and potentially deal with a federal case seeking the 4th circuit to rule on whether the Town’s ordinance is constitutional as written

Repeal the Ordinance In Its Entirety

Ordinance

CHAPTER 111: PEDDLERS AND HAWKERS

Section

General Provisions

- 111.01 Invitation to dwellings required
- 111.02 Sale of goods on streets; peddlers

Permits

- 111.15 Application; fee
- 111.16 Bond required
- 111.17 Issuance
- 111.18 Duration
- 111.19 Contents
- 111.20 Display
- 111.21 Revocation

Statutory reference:

Authority to regulate peddlers and solicitors, see G.S. § 160A-178

GENERAL PROVISIONS

§ 111.01 INVITATION TO DWELLINGS REQUIRED.

(A) It shall be unlawful, unless with the prior permission or invitation of the owner or occupant, for any person to enter upon any privately owned premises in the town used as a dwelling for the purpose of soliciting orders for the immediate or future delivery of goods, merchandise or services, specifically including the taking of subscriptions for magazines.

(B) This section shall not apply to solicitation for charitable, civic, religious or patriotic purposes by persons who serve without compensation or remuneration, provided those persons shall have first obtained a permit from the Town Administrator or his or her designee.(1995 Code, § 14-66)

Penalty, see § 10.99

§ 111.02 SALE OF GOODS ON STREETS; PEDDLERS.

It shall be unlawful for any person to sell or offer for sale or peddle goods, wares or merchandise upon the public streets or public parking lots of the town; provided, however, this section shall not apply to vendors selling fresh produce. (1995 Code, § 14-67) (Ord. 5, passed 3-19-1996; Ord. 7, passed 9-10-1996) Penalty, see § 10.99

PERMITS

§ 111.15 APPLICATION; FEE.

Any person desiring a permit to engage in business as a peddler within the town shall make written application to the town, which application shall show and contain the following:

- (A) The name and address of the applicant;
- (B) The name and address of the person, if any, that the applicant represents;
- (C) The kind of goods or services offered for sale;
- (D) Whether the applicant, upon any sale or order, shall demand, accept or receive payment or deposit of money in advance of final delivery;
- (E) The period of time the applicant wishes to engage in that business within the town;

- (F) Whether or not the applicant has ever been convicted of a felony, and if so, the complete circumstances thereof;
- (G) The last five cities wherein the applicant has worked before coming to the town; and
- (H) An application fee of \$5.(1995 Code, § 14-82)

§ 111.16 BOND REQUIRED.

(A) Before any permit shall be issued under the provisions of this subchapter, the applicant therefor shall furnish a bond in the penal sum of \$1,000 to the town signed by the applicant and signed as surety by some surety company authorized to do business in the state, conditioned upon the final delivery of goods, wares, merchandise, services, photographs, magazines and newspapers in accordance with the terms of any order obtained prior to delivery and also conditioned to indemnify any and all purchasers or customers for any and all defects in material or workmanship that may exist in the article sold by the principal on the bond, at the time of delivery, and that may be discovered by the purchaser or customer within 30 days after delivery. The bond shall be for the use and benefit of all persons that may make any purchase or give any order to the principal on the bond, or to any agent or employee of the principal.

(B) Only one bond shall be required of each applicant, even though the applicant shall have one or more agents or employees; provided, the bond shall be made to cover the activities of all of the agents or employees.

(C) Applicants soliciting for charitable, civic, religious or patriotic purposes without compensation or remuneration shall be exempt from the bond requirement.(1995 Code, § 14-83)

§ 111.17 ISSUANCE.

No permit shall be issued under the provisions of this subchapter until the applicant shall have complied with all the provisions and requirements of this chapter.(1995 Code, § 14-84)

§ 111.18 DURATION.

Every permit issued under the provisions of this subchapter shall be valid for a period of 24 hours.(1995 Code, § 14-85)

§ 111.19 CONTENTS.

Each permit issued under the provisions of this subchapter shall be signed by the Town Administrator or designee, shall be dated as of the date of its issuance and shall state the duration or term of the license on the face thereof. Any license not dated and signed as required in this section, or which was issued in violation of this section, shall be void. (1995 Code, § 14-86)

§ 111.20 DISPLAY.

Every peddler licensed under the provisions of this subchapter and doing business within the town shall display his or her permit upon the request of any person. Failure to display the license shall be deemed a misdemeanor. (1995 Code, § 14-87) Penalty, see § 10.99

§ 111.21 REVOCATION.

Any permit issued under the provisions of this subchapter may be revoked for the violation by the permittee of any applicable provision of this code, state law or town ordinance, rule or regulation. (1995 Code, § 14-88)

CHAPTER 111: PEDDLERS AND HAWKERS¹

General Provisions

PURPOSE AND INTENT:

The public purpose of this ordinance is to protect the health, safety and welfare of the residents of the Town of Pineville, North Carolina and the public at large by regulating door-to-door solicitation and peddling upon public property. The Town has identified reasonable time, place and manner restrictions on door-to-door solicitations and peddling upon public property to reduce crimes such as fraud, larceny, burglary, identity theft and home invasion; to protect its residents from intrusive or dangerous solicitations; and to assist law enforcement personnel in the performance of their duties. This ordinance is not intended to circumvent constitutionally protected speech and/or acts.

DEFINITIONS:

For the purposes of this Chapter, the following words and phrases shall have the meanings ascribed to them by this section:

DOOR-TO-DOOR SOLICITATION (PRIVATE PROPERTY):

- A. Any person who goes from door-to-door without invitation, upon the private property of another person for the following purposes:
 - (1) Offering the sale of goods and/or services of any description whatsoever.
 - (2) Distributing circulars, brochures, pamphlets, flyers or other similar printed material to advertise goods or services offered for sale by any person.
 - (3) Making or conducting surveys for research purposes, marketing, opinion polls, rating data and any such similar work, which, by nature, involves door-to-door activity.
 - (4) Distributing informational, political, religious or educational literature.
 - (5) Political canvassing.
 - (6) Seeking donations, contributions or anything of value.

GOODS:

Any items, merchandise and/or wares, **including, but not limited to**, food, beverages, magazine subscriptions, books and periodicals, offered for sale, regardless of the manner of delivery of such goods.

PEDDLING (PUBLIC PROPERTY):

- A. Any person who offers the sale of goods/services of any description whatsoever while situated upon public property.
- B. Any person who seeks contributions, donations or anything of value while situated upon public property.
- C. Any person who distributes promotional/branded items, printed pamphlets, brochures, flyers, leaflets, or other printed material while situated upon public property.

PERSON:

Any individual, corporation, partnership, sole proprietorship, political, civic or religious organization.

PRIVATE PROPERTY

¹ State law reference(s)—Authority to regulate peddlers and solicitors, G.S. 160A-178.

Any real property owned by any person.

SERVICES:

Any service, **including, but not limited to**, home improvements, window cleaning, tree cutting, cable/internet packages and/or pest control offered for sale, regardless of the manner of delivery of such services.

Sec. 111.01. Door-to-Door Solicitation (Private Property)

A. PERMIT REQUIRED

- (1) It shall be unlawful for any person to enter upon any private property in the town for the purpose of door-to-door solicitation, without first having secured a town issued permit to do so in accordance with section _____.
_____.
_____.
- (2) It shall be unlawful for any solicitor to enter upon any private property when such property is posted with a sign stating "No Soliciting Allowed" or other words to that effect, even if granted a permit for solicitation.
- (3) It shall be unlawful for any solicitor to enter upon any private property of another and refuse to leave such property after having been notified by the owner or occupant of such property, or his/her agent, to leave the same and not to return to such property.
- (4) It shall be unlawful to provide false information on the application for a door-to-door solicitation permit.
- (5) It shall be unlawful to engage in door-to-door solicitations **Monday through Saturday before 10:00 a.m. or after 5:00p.m. or dusk, whichever is later.**
- (6) It shall be unlawful to engage in door-to-door solicitations at any time on Sunday.
- (7) All vehicles used by solicitors shall clearly display the company name for which soliciting is being done.
- (8) Solicitors shall display a company issued photo ID and their town issued solicitation permit while engaging in door-to-door solicitations in the Town of Pineville.
- (9) No more than four (4) door-to-door solicitation permits per calendar year shall be issued to any one company, individual, corporation, partnership, sole proprietorship or other such entity.

Sec. 111-02. Sale of Goods on Streets; Peddlers Strictly Regulated

It shall be unlawful for any person to sell or offer for sale or peddle goods, wares or merchandise upon the public streets or public parking lots of the town; provided, however, this section shall not apply to vendors selling fresh produce.

OR

A. Peddling is restricted to the following:

1. 501(c)(3) organizations whose principal office location, as recorded with the North Carolina Secretary of State, is physically located in the incorporated town limits of **Pineville, NC or Mecklenburg County.**
2. Political, religious, and/or civic organizations.
3. Public property spaces/areas designated by the Town of Pineville for peddling.

B. Permit required: A peddler's permit is required when any eligible group/organization wishes to set up a table, kiosk, stand, easel, cart, wagon, canopy, tent or other similar structure/vessel upon public property to engage in peddling of any sort whatsoever.

1. **It shall be unlawful for any group/organization to engage in peddling when a permit is required (see section. 111-03(B), without having first secured a permit to do so in accordance with section 18-111-04.**

2. It shall be unlawful to provide false information on a peddler's permit application.
3. It shall be unlawful to engage in peddling between the hours of 8:00 p.m. and 8:00 a.m. Monday through Saturday.
4. It shall be unlawful to engage in peddling on Sundays.
5. Organizations/groups shall be limited to four (4) peddling permits per calendar year.
6. Peddler's permits shall be displayed while the permittee is engaging in peddling activities.

Special Events are exempt from these provisions as they have their own application processes and associated fees.

Permits

Sec. 111-03. Door-to-Door (Private Property) Solicitation Permit Application and Fee

Applicants seeking a door-to-door solicitation permit under this article shall pay the non-refundable application fee for such permits of _____. **Applicants shall submit a written application for the permit using the door-to-door solicitation permit application available _____.** All business applicants must be registered with the State of North Carolina.

- (1) The name and address of the business, organization, person(s), or group for whom door-to-door solicitation is being conducted. **The applicant must be a duly authorized representative of the business, company, group or organization for which the permit is sought.**
- (2) The names of all individuals who will be engaging in door-to-door solicitation on behalf of the business/organization, along with a copy of a valid government issued photo ID.
- (3) A description of the nature of the business/organization and the goods, services, or wares being offered for sale.
- (4) If soliciting for donations/contributions; the types of donations being sought, including, but not limited to money, clothing, household items, shoes, etc.
- (5) All door-to-door solicitation applications shall be submitted a minimum of seven (7) days in advance of, but no more than ninety (90) days in advance of the date that you want to begin solicitation; time being of the essence. Permits are valid for seven (7) consecutive days from the date of issuance.
- (6) A statement as to whether the applicant or any person engaging in door-to-door solicitation on behalf of the applicant has been convicted of any crimes (felony or misdemeanor) involving assault, larceny/fraud, damage to property, disorderly conduct, any crime of domestic violence, and/or sell/distribution of illicit drugs/controlled substances, and if so, the details thereof.
- (7) The make, model, year, color and license plate number of each vehicle used by the applicant(s) during the period of door-to-door solicitation within the town. Copies of the applicant's operator's license, vehicle registration and insurance certificate.
- (8) One (1) recent photograph, taken within the past ninety (90) days, of the applicant and any person(s) who will be engaging in door-to-door solicitation on behalf of the applicant, which shall be approximately two and one-half by two and one-half (2 ½" x 2 ½") inches in size, showing the head and shoulders of the applicant/participants in a clear and distinguishing manner. Minors are not required to provide a photograph but must be accompanied by an adult who has provided a recent photograph.
- (9) The last five municipalities wherein the applicant has received a door-to-door solicitation permit.
- (10) The period of time the applicant wishes to engage in that business within the town.

Sec. 111-04. Peddling (Public Property) Permit Application

Applicants seeking a peddler's permit pursuant to Sec. 18-202 of this article shall pay the non-refundable application fee for such permits in the amount of _____. Applicants shall submit a written application for the permit using the peddler's permit application available _____.

- (1) The name and address of applicant organization/group.
- (2) The names of all adults who will be participating, along with a copy of a valid government issued photo ID for each of those individuals. (Minors must be accompanied by an adult).
- (3) A description of the nature of the goods/services being offered and/or the types of donations/contributions accepted or when applicable, a description of promotional and./or printed materials being distributed.
- (4) The desired start date. (Peddling from your assigned location may continue for seven (7) consecutive days from the permit issuance date and for a maximum of four (4) consecutive hours per day that the permit is valid. Assigned dates, times, and locations will be reflected on the permit.)
- (5) All applications shall be submitted a minimum of seven (7) days in advance of, but no more than ninety (90) days in advance of the date that peddling is to begin; time being of the essence.
- (6) If a 501(c)(3) organization, IRS documents verifying same.

The peddler's permit application is available via the following link: (to be determined)

Sec. 111-04. Bond Required

Before any door-to-door solicitation or peddler's permit shall be issued under the provisions of this article, the applicant therefor shall furnish a bond in a sum up to \$1,000.00 to the town signed by the applicant and signed as surety by some surety company authorized to do business in the state, conditioned upon the final delivery of goods and/or services (as defined in this article) in accordance with the terms of any order obtained prior to delivery and also conditioned to indemnify any and all purchasers or customers for any and all defects in material or workmanship that may exist in the goods/services sold by the principal on such bond, at the time of delivery, and that may be discovered by such purchaser or customer within 30 days after delivery. The bond shall be for the use and benefit of all people that may make any purchase or place any order to the principal on said bond, or to any agent or employee of the principal. If the applicant/permit holder works for a bonded and insured company, a certificate of insurance from that company will suffice.

- (a) Only one bond shall be required of each applicant, even though such applicant shall have one or more agents or employees; provided such bonds be made to cover the activities of all such agents or employees.
- (b) **Applicants soliciting for charitable, civic, religious or patriotic purposes without compensation or remuneration shall be exempt from the bond requirement.**

Sec. 111-04. Issuance.

No permit shall be issued under the provisions of this division until the applicant shall have complied with all the provisions and requirements of this article.

Sec. 111-05. Duration.

Every permit issued under the provisions of this division shall be valid for a period of seven (7) consecutive days and will need to be renewed after seven (7) days, unless otherwise indicated on the face of the permit. No solicitor shall be eligible to solicit more than ninety days, whether consecutive or intermittently within a calendar year.

Sec. 111-06. Contents.

Each permit issued under the provisions of this subchapter shall be signed by the Town Administrator or designee, shall be dated as of the date of its issuance and shall state the duration or term of the license on the face thereof. Any license not dated and signed as required in this section, or which was issued in violation of this section, shall be void.

Sec. 111-07. Display.

Every person granted a permit under the provisions of this division and doing business within the town shall display his/her permit at the demand of a police officer or at the request of any person. Failure to display the permit shall be deemed a misdemeanor.

Sec. 111-08. Revocation.

Any permit issued under the provisions of this division is subject to revocation for the violation by the permittee of any applicable provision of this Code, state law or town ordinance, rule, or regulation.

Secs. 111-09. Penalty.

Any person who violates any provision of this article shall be punished by a civil penalty not exceeding five hundred (\$500) dollars. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.



TOWN COUNCIL AGENDA ITEM

MEETING DATE: June 10, 2025

Agenda Title/Category:	FY26 Budget Adoption		
Staff Contact/Presenter:	Ryan Spitzer		
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:
Background:	Town Council held a Public Hearing in May on the proposed FY26 Budget. There was no public comment. The overall budget is \$40.975M with a tax rate of \$0.30. The increase in tax rate is to pay for a firefighter and the Fire Station debt. The FY26 Budget has to be adopted by June 30, 2025.		
Discussion:	<ol style="list-style-type: none"> 1. Adopt the Ordinance as presented 2. Make changes to funding and the tax rate (can only drop the tax rate) 3. Take no action 		
Fiscal impact:	\$40,975,000		
Attachments:	<ol style="list-style-type: none"> 1. Staff Memo 2. Budget Ordinance 3. Fee Schedule 		
Recommended Motion to be made by Council:	Approve the FY26 Budget Ordinance		



Memorandum

To: Mayor and Town Council

From: Ryan Spitzer

Date: 6/6/2025

Re: **FY26 Budget Memo**

Overview:

The FY26 Budget is \$40,975,000 made up of \$23,775,000 from the General Fund, \$14,000,000 from the Electric Fund, and \$3,200,000 from the ILEC and CLEC Funds (combined is Pineville Communications System). The tax rate for FY26 will remain the same at \$0.30 per \$100. The increase in tax rate is a result of the debt payment for the new Fire Station and adding one part-time firefighter. This budget does remain committed to supporting staff, infrastructure, and quality of life aspects for residents. The Town Council made these commitments through funding a 3.5% COLA increase, a 2.5% Merit increase on average, increased payments for employee certifications, spending \$1.4 million on CIP projects, and keeping funding to local organizations and non-profit organizations.

General Fund

The increase in General Fund from last year is due to the reallocation of positions that were being funded through the PCS Enterprise Fund and in salary adjustments to adhere to the salary study done by Baker Tilly. When Baker Tilly presented the salary study to Town Council the town, at the time, decided to strategically lag the market by 5%; this budget is beginning to close the 5% gap by decreasing the lag to 98% of market. This budget is funding a COLA that is at the adjusted CIP for the last year and salary increases for certifications. This is a large commitment and shows how the organization is working to take care of team members.

Last fiscal year, Council directed staff to perform a financial analysis to see if we can use our money in a more efficient to fund projects in the upcoming year. The Town hired Davenport Financial Services to perform this analysis. From the analysis Davenport laid out a plan that was presented to the Council on how to strategically use fund balance monies to offset future costs and the need for high tax increases. This year marks the second year that the town will be doing some of the aspects of this financial model. Last year, the Town took \$5 million from the Fund Balance to pay for a new radio system for the Police Department as well as take proceeds from this year to start to fund a capital fund reserve to pay for the future fire department that is being designed. This year the Town will need to increase the tax rate by one cent to pay for the debt of the new Fire Station. This increase in the tax rate has been discussed for several years.

Town Council also decided to add two firefighters in this year's budget so there could be three firefighters on an apparatus. This is a strategic move so that our department can have enough firefighters on each apparatus to fight fires and be able to sign an agreement with Charlotte to receive aid if necessary. The Town also needed extra staff due to the call volume and the increase of time on call of being a First Responder for Medic. To increase staffing in the fire department town Council decided to fund one of the positions through a tax increase of $\frac{1}{2}$ cent and to take away two sworn positions in the PD.

The other major movement in this budget is in the restructuring of the PD. The Town Council decided to create two captain positions after hearing from the Chief during the budget process. This was funded by reducing the PD staff by one position. Town Council, given recent incidents, also decided to fund a Co-Responder in this budget, thus creating two unfunded positions for two years. These movements, along with the fire department's decreased overall staffing in the PD to 41 sworn officers in the first two years of the plan and to 43 sworn officers in year 3 and beyond.

By strategically using this money it will position the town to be in a better place when going out for debt, which will relieve the pressure on the tax rate. As the Town moves through successive fiscal years following the model will become more important.

Electric Fund

The Electric Fund represents the second largest fund or area of operation that the town undertakes. It represents about 35% of the FY26 Budget.

Last year the Town completed a Cost-of-Service Study for the Electric Fund. This study indicated that some of the electric rates the town was charging rate payers were not covering the costs to provide electricity to those various rate payers. To be fiscally responsible and to capture the costs of providing the service the Town is continuing to implement the rate plan. This moderate increase will put the Fund in a good position as we begin capital projects over the next few years.

The two major capital projects that will begin this year is the construction of Pineville Substation #4 and the design and construction of the new Utility Facility that will be beside the new Fire Station. The debt for these two projects will be through revenue bonds. The rate study has positioned the Town to cover these two major costs.

Pineville Communications Systems

PCS is a locally owned internet and telephone company that serves areas of Pineville. These funds are self-sustaining meaning that no General Fund dollars are used to augment their operation. Revenues received through services are used to fund expenditures just as with the Electric Fund.

Revenues for PCS are derived from wired telephone service and internet. Currently PCS has just over 1200 residential and commercial customers with 93% of those customers being residential. The saturation of other internet providers in Pineville (5 other providers) makes it difficult to build revenue over the long term from new customers. Due to this PCS has been focusing on upgrading speed levels that customers choose to increase revenue, which has been working. This

focus has increased the revenues. The proposed budget does not have any fee increases for customers.

The leading expense for PCS is capital projects. This is due to the new developments going in as well as trying to convert our copper infrastructure to fiber to become more competitive. PCS will begin to build the infrastructure out in the DRB development and the Coventry development this year.

The second leading expense is personnel related. The team members who work for PCS are a critical part of the operation. They provide excellent customer service to customers and are the reason why this enterprise fund has done as well as it has. Investments in these employees through a 3.5% COLA, up to a 3% merit increase, and increases for certifications are worth the expense and they deserve this for their hard work.

PCS generates enough revenue to pay for operational and maintenance costs. However, when you factor in capital costs the enterprise must routinely pull from fund balances. This is not a sustainable long-term strategy for PCS.

Budget Pressures

In the next few fiscal years capital projects and salaries will continue to put pressure on the budget.

As the area grows, salaries have to increase to stay competitive and for the town to attract the best team members possible. Salaries and Benefits already equate for over 50% of the town's expenses and I would envision that pressure to continue to increase as the Charlotte region continues to grow. As this pressure increases decisions are going to have to be made on either cutting other operational or CIP expenses or trying to generate more revenue.

The other pressures are the construction of a new Fire Department in the General Fund and a new substation and utility facility in the Electric Fund. The Town has funding plans for both projects and has set the groundwork to fully fund these, but they will still put pressure on current and future tax and electric rates. The financial modeling is suggesting that the town raise tax rates by 1 cent in FY26 which will be to cover just the debt payment of the new fire department.

Closing Remarks

In 2024 the Town Council set five Pillars to guide them and the town's spending over the next two years. For the FY26 Budget staff has worked hard to craft the budget around these Pillars. Each one of these Pillars is reflected in the proposed FY26 Budget. Those Pillars are:

1. Economic Development and Innovation
2. Growth and Natural Resources
3. Organizational Excellence
4. Safe, Vibrant, and Healthy Community
5. Transportation and Transit

Finally, I would like to thank each of the Department Managers, as they have been an integral part of the budget development process. Each department manager really looked at their respective budgets and presented to me items that were necessary for the daily operation of their

department. I would also like to thank our Finance Director, Mr. Christopher Tucker, for his assistance with the creation of the proposed budget. Christopher works hard on putting the information together and getting all of the changes positioned into the document and took a very active role this year in production of the FY26 Budget.

I would also like to thank each of the Town Council members for their direction and insight into how they envision both the short and long-term future of the Town. Your knowledge and input have been a tremendous resource for us as we worked through the development of the proposed budget. We are excited about the new details provided in this budget, and we feel confident that the Town is taking steps forward and improving upon what is truly a great place to live, work, and play.

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ORDINANCE NO. _____

TOWN OF PINEVILLE, NORTH CAROLINA
FISCAL YEAR 2025-2026 BUDGET ORDINANCE

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

Section One. 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, 2025 and ending June 30, 2026:

General Government	\$ 3,248,000
Public Safety	10,837,000
Public Works - Transportation	1,776,000
Public Works - Environmental Protection	1,263,000
Recreation - Admin / Parks / Cemetery	829,000
Recreation - Tourism	1,605,000
Debt Service	3,414,000
Transfers to Other Funds	53,000
Contingency	<u>100,000</u>
 TOTAL GENERAL FUND APPROPRIATIONS	 <u>\$ 23,125,000</u>

Section Two. It is estimated that the following revenues will be available in the General Fund for fiscal year beginning July 1, 2025 and ending June 30, 2026:

Ad Valorem Taxes - Property	\$11,275,000
Ad Valorem Taxes - DMV	475,000
Payment in Lieu of Taxes	50,000
Unrestricted Intergovernmental	4,400,000
Restricted Intergovernmental	1,150,000
Tourism Revenues	1,600,000
Stormwater Fees	450,000
Rent Revenues	675,000
Sales and Services	275,000
Miscellaneous Revenue	50,000
Investment Earnings	750,000
Transfers from Other Funds	-
Fund Balance Appropriated	<u>1,975,000</u>
 TOTAL GENERAL FUND REVENUES	 <u>\$23,125,000</u>

Section Three. 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, 2025 and ending June 30, 2026:

Emergency System Operations and Capital Outlay	<u>\$ 200,000</u>
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Section Four. It is estimated that the following revenues will be available in the Emergency Telephone System Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

911 PSAP Distibution	\$ -
Fund Balance Appropriated	\$ 200,000
Investment Earnings	<u>-</u>
	<u>\$ 200,000</u>

Section Five. The following amounts are hereby appropriated at the fund level in the Asset Forfeiture Fund for special police operations beginning July 1, 2025 and ending June 30, 2026:

Restricted Police Operations	<u>\$ 450,000</u>
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Section Six. It is estimated that the following revenues will be available in the Asset Forfeiture Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

Asset Forfeiture Revenues	\$ -
Fund Balance Appropriated	<u>450,000</u>
TOTAL ASSET FORFEITURE FUND REVENUES	<u>\$ 450,000</u>

Section Seven. 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, 2025 and ending June 30, 2026:

Electric Operations and Capital Outlay	<u>\$ 14,000,000</u>
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Section Eight. It is estimated that the following revenues will be available in the Electric Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

Electric Usage Charges	\$ 13,850,000
Investment Earnings	100,000
Other Revenues	50,000
Fund Balance Appropriated	<u>-</u>
TOTAL ELECTRIC FUND REVENUES	<u>\$ 14,000,000</u>

Section Nine. The following amounts are hereby appropriated in the ILEC Telephone Fund for the operation of the telephone utility for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

ILEC Telephone Operations and Capital Outlay	\$ 1,300,000
Transfer to Other Funds	<u>300,000</u>
	<u><u>\$ 1,600,000</u></u>

Section Ten. It is estimated that the following revenues will be available in the ILEC Telephone Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

ILEC Charges	\$ 1,200,000
Investment Earnings	-
Fund Balance Appropriated	<u>400,000</u>
	<u><u>\$ 1,600,000</u></u>

Section Eleven. The following amounts are hereby appropriated in the CLEC Telephone Fund for the operation of the telephone utility for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

CLEC Telephone Operations and Capital Outlay	<u><u>\$ 1,600,000</u></u>
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Section Twelve. It is estimated that the following revenues will be available in the CLEC Telephone Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

CLEC Charges	\$ 1,300,000
Transfer from Other Funds	<u>300,000</u>
	<u><u>\$ 1,600,000</u></u>

Section Thirteen. The following amounts are hereby appropriated in the Rate Stabilization Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

Rate Stabilization	<u><u>\$ -</u></u>
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Section Fourteen. It is estimated that the following revenues will be available in the Rate Stabilization Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

Fund Balance Appropriated	\$ -
Investment Earnings	<u>-</u>
	<u><u>\$ -</u></u>

Section Fifteen. There is hereby levied a tax at the rate of thirty cents (\$0.300) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2025 for the purpose of raising the Ad Valorem Tax revenue listed in the General Fund in Section 2 of this ordinance. This revenue is based on a total valuation of property for the purposes of taxation of \$3,953,000,000 and an estimated rate of collection of 99.0%.

Section Sixteen. The fees, rates and charges as shown in Attachments A & B are amended effective as of July 1, 2025 for the purpose of billing and raising revenues as set forth in the foregoing estimates of revenues, and in order to finance the foregoing appropriations.

Section Seventeen. 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 or notification. 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 Eighteen. 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 10th day of June, 2025.

Mayor David Phillips

Attest:

Town Clerk Lisa Snyder



ADMINISTRATION

Notary – \$5

Audio/Information on available media – \$5

Returned Check – \$35

PLANNING AND LAND DEVELOPMENT

Sign Permit – \$40

Zoning Verification – \$150

Plotted Maps – \$40

Standard Maps (printed from regular printer) – \$3

Subdivision Ordinance – 50 pages, \$7.50

Zoning Ordinance – 234 pages, \$38

Overlay District (color) – 60 pages, \$30

Returned Check - \$35

Subdivisions:

Preliminary Plan Residential (Major) – \$500

Preliminary Plan Residential (Minor) – \$150

Preliminary Plan Commercial, Mixed-Use, and All Other – \$500

Lot Recombination – \$50

Final Plats:

Final Residential Subdivision Plat \$250

Final Plat All Others – \$250

Revisions to Final Plats – \$100

Variances and Appeals:

Variance or Appeals – \$500

Rezoning and Conditional Uses:

Rezoning, Conditional Zoning Plans, and Conditional Plan Amendments - \$1,000

Text Amendments:

Text Amendments to Town Ordinances - \$500

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 sq ft. - \$100

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

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

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

UTILITIES**Deposits:**

Residential (Rental only) - Electric: \$125 / Telephone: \$60 per line

Commercial - Electric: \$400 / Telephone: \$60 per line

Restaurant/Lounge - Electric: \$1,000 / Telephone: \$60 per line

Reconnect Fees:

Residential - Electric: \$50 / Telephone: \$10 / Internet: \$50

Commercial - Electric: \$200 / Telephone: \$10 / Internet: \$50

Meter Tampering - \$150

Returned Check - \$35

Pineville Communication Systems:

Residential Phone Line – \$21.65*

Commercial Line Rates – \$34.49* (Single Line) \$38.19* (Multi Line)

*Above Charges do not include applicable surcharges for: 911, Federal Universal Service charges, taxes, tolls, features, or long distance.

Residential Broadband Packages –

50 Mbps - \$45.95

300 Mbps - \$55.95

600 Mbps - \$75.95

1 Gbps - \$92.95

Commercial Broadband Packages –

50 Mbps - \$100.95

100 Mbps - \$125.95

200 Mbps - \$165.95

300 Mbps - \$200.95

1 Gbps - \$299.95

POLICE

Audio/Information on available media – \$5

Commercial Vehicle Permit - \$25 per day Monday-Friday / \$50 Saturday

Golf Cart Permit - \$25

Returned Check- \$35

False Alarms -	1 st & 2 nd – No Charge	3 rd & 4 th - \$50 per
	5 th and up - \$100 per	

PARKS AND RECREATION

The Hut Rental Fees (All rentals require a \$250 refundable deposit):

Weekend Rentals -	Resident – 8 Hrs - \$800	Extra Hour - \$100
	Non-Resident- 8 Hrs - \$1000	Extra Hour - \$125

Belle Johnson Community Center Rental Fees (All rentals require a \$50 refundable deposit):

Dining Room & Kitchen –	Resident - \$40 per hour	Non-Resident - \$65 per hour
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Gym Rentals:

Resident - \$25 per hour	Non-Resident - \$35 per hour	For-Profit: \$50 per hour
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Shelter Rentals (All rentals require a \$50 refundable deposit):

Small Shelters (Jack Hughes Park and Lake Park)

Weekday Rental (M-TH) –	Resident –	All Day - \$40
	Non-Resident –	All Day - \$80
Weekend Rental (F-Sun) –	Resident –	All Day - \$50
	Non-Resident –	All Day - \$100

Medium Shelter (Lake Park)

Weekday Rental (M-TH) –	Resident –	All Day - \$50
	Non-Resident –	All Day - \$100
Weekend Rental (F-Sun) –	Resident –	All Day - \$75
	Non-Resident –	All Day - \$150

Large Shelter (Lake Park)

Weekday Rental (M-TH) –	Resident –	All Day - \$75
	Non-Resident –	All Day - \$150
Weekend Rental (F-Sun) –	Resident –	All Day - \$100
	Non-Resident –	All Day - \$200

Outdoor Stage (Lake Park) \$50 per hour

Summer Camp Fees:

First Child	Resident - \$90 per week	Non-Resident - \$110 per week
Second Child	Resident - \$80 per week	Non-Resident - \$100 per week

After Camp Fees:

Any Child	Resident - \$35 per week	Non-Resident - \$45 per week
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Other Recreation Programs not listed:

Some program fees are based on the number of participants or set by the outside instructor.

Fall Fest:

Arts and Crafts	(10 X 10) -	Resident - \$50	Non-Resident - \$100
	(10 X 20) -	Resident - \$100	Non-Resident - \$175
Business Vendors	(10 X 10) -	\$150	
	(10 X 20) -	\$300	
Non-Profit	(10 X 10) -	Resident - \$50	Non-Resident - \$75
	(10 X 20) -	Resident - \$100	Non-Resident - \$125

Food Tent / Cart -	(10 X 10) -	Resident - \$150	Non-Resident - \$175
	(10 X 20) -	Resident - \$300	Non-Resident - \$350
Food Truck / Trailer -		Resident - \$350	Non-Resident - \$375

Arts in the Park:

Arts and Crafts (10 X 10) -	Resident - \$25	Non-Resident - \$50
Food Truck / Trailer -	Resident - \$100	Non-Resident - \$100

Jack Hughes Park Fields:**Field Rentals:**

Fields 1-4 –	Resident –	\$16 / Hr.
	Non-Resident –	\$24 / Hr.
Stadium –	Resident –	\$25 / Hr.
	Non-Resident –	\$45 / Hr.
Field 3 / Multipurpose –	Resident –	\$20 / Hr.
	Non-Resident –	\$35 / Hr.
Lights –	Resident –	\$20 / Hr.
	Non-Resident –	\$30 / Hr.
Field Preps –	Baseball Field Prep	\$40
	Multipurpose field Prep	\$45 / Half \$60 / Full

Gate / Parking Fees: Flat Rate \$250 / Weekend

Race Permit: \$200



**FY 26 ELECTRIC RATES
AND SERVICE POLICY**

**Adopted: TBD
Effective: July 1, 2025**

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 the 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>All Months</u>	
Basic Facilities Charge:	\$ 15.52
First 500 kWh:	\$0.10566 per kWh
All Over 500 kWh:	\$0.12188 per kWh

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 subject to disconnection without notice 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

Applicable North Carolina state and/or local sales tax will be added to the customer's total charges each month.

Effective for bills rendered on and after July 1, 2025

Schedule 13**Page 1 of 3**

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 compensation 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.

MONTHLY RATE

Minimum Demand:	<u>All Months</u>	
	30 kW	
I. Basic Facilities Charge	\$ 33.49	
II. Demand Charge:	<u>Summer</u>	<u>Non-Summer</u>
First 30 kW	No Charge	No Charge
All kW Over 30 kW	\$8.43	\$5.78
III. Energy Charge:	<u>All Months</u>	
For the First 100 kWh per kW Billing Demand per Month	\$0.14328 per kWh	
First 3,000 kWh	\$0.07293 per kWh	
All Over 3,000 kWh	\$0.09354 per kWh	
For the Next 200 kWh per kW Billing Demand per Month	\$0.07518 per kWh	
All kWh		
For All Over 300 kWh per kW Billing Demand per Month		
All kWh		

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.

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 subject to disconnection without notice 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.

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SALES TAX

Applicable North Carolina state and/or local sales tax will be added to the customer's total charges each month.

Effective for bills rendered on and after July 1, 2025

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 compensation 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.

MONTHLY RATE

Minimum Demand:	<u>All Months</u> 30 kW	
Minimum Bill	\$ 66.30	
I. Basic Facilities Charge:	\$ 94.79	
II. Demand Charge: All kW	<u>Summer</u> \$ 10.42	<u>Non-Summer</u> \$ 7.04
III. Energy Charge: For the First 100 kWh per kW Billing Demand per Month All kWh	<u>All Months</u> \$0.08227 per kWh	
For the Next 200 kWh per kW Billing Demand per Month All kWh	\$0.08115 per kWh	
For All Over 300 kWh per kW Billing Demand per Month All kWh	\$0.07991 per kWh	

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.

PAYMENT

The Town of Pineville only allows 21 days to pay a bill. Service will be subject to disconnection without notice 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

Applicable North Carolina state and/or local sales tax will be added to the customer's total charges each month.

Effective for bills rendered on and after July 1, 2025

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.

MONTHLY RATE

Minimum Demand:	<u>All Months</u> 30 kW	
Minimum Bill	\$ 75.00	
I. Basic Facilities Charge:	\$ 121.15	
II. Demand Charge: All kW	<u>Summer</u> \$10.55	<u>Non-Summer</u> \$7.45
III. Energy Charge: For the First 100 kWh per kW Billing Demand per Month All kWh	<u>All Months</u> \$0.09315 per kWh	
For the Next 200 kWh per kW Billing Demand per Month All kWh	\$0.08028 per kWh	
For All Over 300 kWh per kW Billing Demand per Month All kWh	\$0.06946 per kWh	

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 \$75.00.

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 subject to disconnection without notice 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

Applicable North Carolina state and/or local sales tax will be added to the customer's total charges each month.

Effective for bills rendered on and after July 1, 2025

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 compensation 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.

MONTHLY RATE

<u>All Months</u>		
Minimum Demand:		30 kW
Minimum Bill:		\$ 75.00
I. Basic Facilities Charge:		\$ 127.97
II. Demand Charge: All kW	<u>Summer</u> \$10.66	<u>Non-Summer</u> \$7.43
III. Energy Charge: For the First 100 kWh per kW Billing Demand per Month All kWh	\$0.07828 per kWh	
For the Next 200 kWh per kW Billing Demand per Month All kWh	\$0.07613 per kWh	
For All Over 300 kWh per kW Billing Demand per Month All kWh	\$0.07126 per kWh	

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 \$75.00.

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 subject to disconnection without notice 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

Applicable North Carolina state and/or local sales tax will be added to the customer's total charges each month.

Effective for bills rendered on and after July 1, 2025

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 compensation 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.

MONTHLY RATE

	<u>All Months</u>
Minimum Demand:	30 kW
Minimum Bill:	\$ 75.00
I. Basic Facilities Charge:	\$ 198.20
II. Demand Charge: All kW	<u>Summer</u> \$ 10.24 <u>Non-Summer</u> \$ 7.36
III. Energy Charge: For the First 100 kWh per kW Billing Demand per Month All kWh	<u>All Months</u> \$0.07250 per kWh
For the Next 200 kWh per kW Billing Demand per Month All kWh	\$0.07242 per kWh
For All Over 300 kWh per kW Billing Demand per Month All kWh	\$0.07202 per kWh

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 \$75.00.

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 subject to disconnection without notice 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

Applicable North Carolina state and/or local sales tax will be added to the customer's total charges each month.

Effective for bills rendered on and after July 1, 2025

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

	Existing <u>Pole</u>	New Pole (35 ft.)	Underground Service*
175W Mercury Vapor (MV)	\$ 10.80	\$21.45	\$ 26.63
100W High Pressure Sodium Vapor (HPSV)	\$ 13.28	\$25.75	\$ 30.67
250W Mercury Vapor (MV)	\$ 18.68	\$ 32.88	\$ 37.35
250W High Pressure Sodium Vapor (HPSV)	\$ 24.15	\$ 38.36	\$ 42.47
400W High Pressure Sodium Vapor (HPSV)	\$ 26.01	\$ 40.24	\$ 44.21

* 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 subject to disconnection without notice 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

Applicable North Carolina state and/or local sales tax will be added to the customer's total charges each month.

Effective for bills rendered on and after July 1, 2025

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

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 calculating the credit above shall correspond to the one Peak Management Day used by NCMPA 1 for wholesale billing purposes.

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 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 telephone 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 for bills rendered on and after July 1, 2024

Town of Pineville
Electric Rate 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 express 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	\$0.87	\$0.00	\$0.87
Commercial Account	\$ 4.72	\$0.00	\$ 4.72
Industrial Account	\$48.67	\$0.00	\$48.67

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 above charges.

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

Any applicable North Carolina state and/or local sales tax will be added to the customer's total charges for each month.

Effective for bills rendered on and after July 1, 2025

Town of Pineville
Electric Rate Rider – RECR-1
Renewable Energy Credit 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 Green Power 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):

Variable

On-peak energy*	\$0.04800
Off-peak energy	\$0.00150

* 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 EST/EDT.

OFF-PEAK ENERGY

Off-Peak Energy shall be 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 specific terms and conditions for the

customer's requirements related to the interconnection of the customer's renewable energy generating system.

Each of these agreements 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 for bills rendered on and after July 1, 2025

Town of Pineville
Electric Rate Rider RECR-2
Renewable Energy Credit Rider – RECR-2

AVAILABILITY

This rate rider is available to customers on Town of Pineville (“Town”) Residential or Small Commercial rate schedule who operate a solar photovoltaic generating system, 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 obtain an approved Interconnection Request Form and an approved Purchased Power Agreement. 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 official local code, and fully conform with the Town’s applicable renewable energy interconnection interface criteria. Qualified customers must be generating energy for purposes of an inflow/outflow arrangement to receive credits under this rate rider. That is, the Town agrees to buy energy delivered to the utility and the customer agrees to sell their energy output and associated energy from the renewable energy resource. Customers with qualified systems may also apply for NC GreenPower credits or North Carolina Municipal Power Agency 1 (“NCMPA1”) Renewable Energy Certificate (“REC”) credits. Qualified customers must be generating energy for purposes of a “net billing” arrangement to receive credits under this rate rider.

MONTHLY CREDIT

Solar arrays below 20kW of installed capacity (DC) – Applicable to Rate (R) and (SC)*

- The customer will be billed according to their retail rate schedule on metered electricity delivered to the customer with the following modifications:
 - Additional metering costs \$2.34/month
 - Credited \$0.0520 per kWh for energy delivered by the customer to the Town.

Solar arrays between 20kW – 100kW (DC) – Not Applicable to Rate (R)**

- The customer will be billed according to their retail rate schedule on metered electricity delivered to the customer with an additional meter charge of \$2.34/month and credited at a fixed amount at the rates listed below:
 - On-Peak Energy - \$0.0520
 - Off-Peak Energy - \$0.0337

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 EST or EDT.

**For generation less than 20 kW, the on-peak energy avoided cost credit rate can be applied to all hours.*
*** These energy credits include a capacity component.*

Effective October 1, 2024

Town of Pineville
Electric Rate Schedule
Schedule LF-OPT
General Service Energy Only Optional

AVAILABILITY

This Schedule is available to the non-residential customer whose monthly demand equals or exceeds 30 kW in any three months of the preceding twelve months, where the average annual load factor, as defined below, is less than or equal to 20% (Twenty percent). If the annual average load factor exceeds 20% in any month, the customer's service will be reassigned to the appropriate standard rate.

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.

MONTHLY RATE

	<u>All Months</u>
Minimum Demand:	30 kW
Minimum Bill:	\$ 21.49
I. Basic Facilities Charge	\$ 66.30
II. Demand Charge:	
All kW	\$ 0.00
III. Energy Charge:	
All kWh	\$0.12890 per kWh

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 (kW)

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 (kWh)

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.

DETERMINATION OF LOAD FACTOR

Billing Period Low Factor calculation: $kWh / (kW * 730) = \% \text{ Load Factor}$

Where 730 equals the average number of hours in monthly billing period

Average Annual Load Factor is defined as the average of the previous twelve months' load factor.

MINIMUM BILL

The minimum bill shall be \$21.49.

PAYMENT

The Town of Pineville only allows 21 days to pay a bill. Service will be subject to disconnection without notice 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

Applicable North Carolina state and/or local sales tax will be added to the customer's total charges each month.

Effective for bills rendered on or after July 1, 2024.

**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 for 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.

Monthly Rate

Monthly Rate	
A. Basic Facilities Charge	\$ 250.00
B. Demand Charge:	
Monthly Billing Demand	
Summer (June–Sept.)	\$ 22.50 per kW
Non-Summer (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
Non-Summer (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	2 pm – 6 pm
December-February	7 am – 9 am
All other months	7 am – 9 am and 2 pm – 6 pm

PEAK MANAGEMENT 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.

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. Notifications 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 subject to disconnection without notice 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

Applicable North Carolina state and/or local sales tax will be added to the customer's total charges each month. 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, 2024.

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 for 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.

Monthly Rate

A. Basic Facilities Charge	\$ 1,036.00
B. Demand Charge:	
Monthly Billing Demand	
Summer (June–Sept.)	\$ 22.50 per kW
Non-Summer (Oct.–May)	\$ 6.00 per kW
Excess Demand (All Months)	\$ 5.00 per kW

C.	Energy Charges	
	Summer (June-Sept.)	
	On-Peak	\$0.06906 per kWh
	Off-Peak	\$0.05656 per kWh
	Non-Summer (Oct.-May)	
	On-Peak	\$0.05906 per kWh
	Off-Peak	\$0.05406 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	2 pm – 6 pm
December-February	7 am – 9 am
All other months	7 am – 9 am and 2 pm – 6 pm

PEAK MANAGEMENT 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.

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 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 than 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 subject to disconnection without notice 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

Applicable North Carolina state and/or local sales tax will be added to the customer's total charges each month. 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, 2024.

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 for 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.

Monthly Rate

A. Basic Facilities Charge	\$ 1,500.00
B. Demand Charge:	
Monthly Billing Demand	
Summer (June–Sept.)	\$ 22.50 per kW
Winter (Oct.–May)	\$ 6.00 per kW
Excess Demand (All Months)	\$ 5.00 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	2 pm – 6 pm
December-February	7 am – 9 am
All other months	7 am – 9 am and 2 pm – 6 pm

PEAK MANAGEMENT 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.

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 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 subject to disconnection without notice 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

Applicable North Carolina state and/or local sales tax will be added to the customer's total charges each month. 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, 2024.

Town of Pineville
Electric Rate Rider EDR1
ECONOMIC DEVELOPMENT RIDER- EDR1

AVAILABILITY

This rider is available only to new commercial or industrial loads which begin receiving service after July 1, 2023, and is available in conjunction with service under any of the Town's commercial or industrial electric rate schedules. The demand of the new load must equal or exceed 300 kW during at least three months of a twelve-month period, and the energy usage shall equal at least a 50% load factor for one month each calendar year.

Any customer desiring to receive service under this rider shall provide written notification to the Town of such desire. Such notice shall provide the Town with information concerning the load to be served and the Customer's facilities and shall provide the basis that the characteristics of the load will meet the minimum eligibility requirements of the electric rate schedule to which this rider applies.

All terms and conditions of the electric rate schedule applicable to the Customer shall apply to service supplied to the Customer except as modified by this Rider.

MONTHLY CREDIT

The Customer will receive a Monthly Credit on the bill calculated on the then-effective electric rate, whichever is applicable to the Customer. The schedule of Monthly Credits will be calculated as described below under the heading "Application of Credit."

APPLICATION OF CREDIT

Beginning with the date of which service under the then-effective electric rate is to commence for the eligible load, a Monthly Credit based on the following schedule will be applied to the total bill, including Basic Facilities Charge, Demand Charges, Energy Charges, Purchased Power Adjustment, or Minimum Bill, excluding other applicable riders and special charges, if any.

<u>PERIOD</u>	<u>DISCOUNT</u>
Months 1-12	30%
Months 13-24	20%
Months 25-36	10%
Months 37-48	5%

CONTRACT PERIOD

Prior to receiving service under this rider, the Customer must complete a service agreement to purchase electricity from the Town. The contract will terminate at the end of 48 months after commencing.

EFFECTIVE DATE

The rider shall be effective for qualifying customers receiving permanent electrical service on or after July 1, 2023.

Town of Pineville Electric Service Policy



Foreword

The Service Regulations for the Town of Pineville Electric Department are filed with the Town Clerk. The regulations are presented here and are incorporated by reference in each contract or agreement for electric service.

Definitions

The Town of Pineville or the Town of Pineville Electric Department is referred to herein as the "Town" and the user and prospective user is referred to as the "Customer" or "Consumer," these terms to be considered as synonymous.

"Customer Service Policy" - Town of Pineville Utility Customer Service Policy.

The term "*overhead facilities*" as used in this Plan, means an electrical distribution system having all components installed above ground level.

The term "*underground facilities*" as used in this Plan, means an electrical distribution system having some, or all, components installed below ground level.

A "*bulk feeder*" is a conductor system transporting the total electrical requirements of a large area from a substation or other supply point into such an area, which may consist of several residential developments and other loads. A "*sub-feeder*" is a conductor system branching off of the bulk feeder to supply the requirements of a certain portion of the area. The sub-feeder may terminate in a given development, but the bulk feeder may, or may not, pass through the development to serve adjacent areas.

A "*primary voltage loop system*" of conductors provides multiple supply routes to more than one transformer serving the load requirements. A "*primary voltage radial extension*" of underground facilities consists of a single supply route to a single transformer serving the load requirements.

"Secondary facilities" consist of equipment necessary to provide secondary voltage from the Town's transformer to the owner's delivery point. *"Primary facilities"* consist of equipment, including transformation, to supply primary voltage into the owner's property or development.

"Cost difference" is the amount by which the estimated cost of underground facilities exceeds the estimated cost of comparable overhead facilities, but not less than zero.

"Loss due to early retirement" is the original cost of the facilities involved, less accrued depreciation, less salvage, plus the costs of removal.

Agreement

Electric service will be supplied under (a) the Town's standard form of application (service agreement) or contract, (b) the applicable rate schedule or schedules, and (c) these service regulations, except as far as provision is otherwise made in any rate schedule or contract on file with and approved by the Town Council. The Town shall not be required to supply service unless and until such agreement is executed by the customer and the Town, it being understood and agreed that no promise, statement or representation by an agent, employee or other person shall be binding upon the Town unless same be in writing and attached to and made a part of the agreement; notwithstanding the foregoing, when the requested supply of electricity is for residential use or residential water heating, and no extra charges for additional facilities are involved, the customer's application and the Town's acceptance thereof may be verbal, and in such event the Town's applicable rate schedules and these Service Regulations shall be effective in the same manner as if the

Town's standard form of application for service had been signed by the customer and accepted by the Town. Such a verbal service agreement shall be conclusively presumed when there is no written application by a customer accepted in writing by the Town if electricity supplied by the Town is used by the customer or on the customer's premises.

Hold Harmless Clause

The "Customer" or "Consumer" shall indemnify and hold harmless the "Town", its Agents and employees from and against all claims, damages, losses and expense including attorneys' fees arising out of or resulting from the service rendered to the "Customer" or "Consumer", provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused in whole or in part by an any negligent act or omission of the "Customer" or "Consumer", anyone directly or indirectly employed by any of them or any one for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Town or any of their agents or employees by any employee of the "Customer" or "Consumer", anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the "Customer" or "Consumer" under Workmen's Compensation acts, disability benefits acts or other employee benefit acts.

Agreement Personal

The rights which are accrued to the customer under the agreement are personal and shall not be transferred or assigned by the customer without the written consent of the Town.

Service Used in Advance

In the event service is used by the Customer before the agreement is signed, in those instances where the Town requires a signed service agreement, such service shall be governed by these regulations and the appropriate schedule, and the Town may discontinue such service at any time upon failure or refusal of the customer to sign the agreement and pay in full the amount due for service to that date.

Vacated Premises

The customer will notify the Town before quitting or vacating the premises served under the agreement as herein provided and will pay upon presentation all bills due under all agreements or contracts.

Deposits

See Customer Service Policy.

Customer's Wiring and Equipment

Equipment which will operate in one locality may be useless in another due to difference in voltage, phase, or frequency of electric service; therefore, before wiring a premises or purchasing equipment the customer shall give the Town notice and shall ascertain the character of service available at such premises. The Town may specify the voltage and type of electric service to be furnished, also the location of the meter and the point where the service connection shall be made.

All the customers' wiring and equipment must be installed and maintained in accordance with the requirements of the local municipal and state authorities; otherwise, the Town may refuse to connect service to such customers or may discontinue service the same. The customer shall keep in repair all such wiring and equipment to the point of connection with the facilities of the Town.

Changes in Customer's Wiring and Equipment

The customer shall not employ or utilize, without the written consent of the Town, any equipment, appliance, or device, or permit the continuation of any condition, which tends to create any hazard or otherwise to affect adversely the Town's service to such customer or to others. When polyphase electric service is used by any customer, the customer shall control the use of service so that the load will be maintained in reasonable electrical balance between the phases at the point of delivery.

The customer shall give the Town reasonable notice in writing about any anticipated increase in demand exceeding 20 KW or ten percent (10%) of former demand, whichever is greater, and stating the approximate excess and date required. If, in the opinion of the Town, the unexpired term of the agreement is sufficient to justify the additional investment required, the Town will endeavor to provide additional capacity for any increase requested by the customer, within ninety days of said notice.

The Town will extend its facilities and change the point of delivery only when the investment required is warranted by the anticipated revenue and when such extension is permissible and feasible.

Access to Customer's Premises

The Town shall at all reasonable times have the right of ingress to and egress from the premises of the customer, for any and all purposes connected with the delivery of service, or the exercise of any and all rights under the agreement.

Right of Way

The customer shall at all times furnish the Town a satisfactory and lawful right of way over his premises for the Town's lines and apparatus necessary or incidental to the furnishing of service, and shall also furnish satisfactory shelter for meters and other apparatus of the Town installed on the premises, except where the Town elects to install such equipment outdoors.

The Town may change the location of the right of way upon request of the customer and may require the customer to bear the expense of the change; the change will not be made where it will interfere with or jeopardize the Town's service, either to the customer requesting the change, or to any other customer or customers. All privileges of the Town incident to the original location shall apply to the new location.

The obligation of the Town to supply service is dependent upon the Town securing and retaining all necessary rights-of-way, privileges, franchises or permits, for the delivery of such service, and the Town shall not be liable to the customer for any failure to deliver service because of the Town's inability to secure or retain such rights-of-way, privileges, franchises, or permits.

Transmission, Distribution, and Service Facilities

The Town's transmission, distribution, and service facilities will be installed above ground on poles, towers, or other fixtures; however, underground facilities will be provided when requested in accordance with the Town's underground Installation Plan, as approved by the Town Council.

The Town will require a contribution in aid of construction when it is requested to provide facilities which it deems economically infeasible.

Service connections will be made as follows:

- (1) Where both the Town's lines and the customer's entrance conductors are above ground, and where the service requires a transformer of 500 KVA or less.

The Town will extend its service conductors to the customers' building, terminating them on the outside of the building at a location to be provided by the customer and satisfactory to the Town for this purpose. The location must be of sufficient height to satisfy the requirements of the National Electric Safety Code and of applicable local codes, and the strength of the structure at the point of termination must be satisfactory to the Town. The Town will provide and own meter sockets and enclosures, or the customer, at their option, may provide and own a meter/switch enclosure (more commonly known as a house power panel). The customer will install all meter sockets, enclosures, or meter switch enclosures. The Town will utilize and provide service through the customer's meter/switch enclosure under the following conditions: (a) The meter/switch enclosure shall be in accordance with the Town's specifications. (b) The wiring and connections are approved by the Town. (c) The customer agrees to allow the Town to open and inspect the meter/switch enclosure at any time. (d) The customer agrees to notify the Town and obtain permission before altering or performing maintenance inside the metering section of the meter/switch enclosure. For Residential customers, the Town will provide, own, and install service laterals and will connect such laterals to the lineside terminals of the meter socket or enclosure.

The Town will make the necessary connections from its service conductors to the customer's entrance conductors.

- (2) Where both the Town's lines and the customer's entrance conductors are below ground, or when one is above ground and the other is below ground, or where the size of the customer's demand or any unusual character of the customer's location requires a special service agreement between the Town and the customer, the Town will make the necessary connections from its service conductors to the customer's entrance conductors as in Section (1) above if applicable, or as in Section (3) below if applicable. If neither Section (1) above nor Section (3) below is applicable, the connection shall be at a point to be agreed upon by the Town and the customer.
- (3) When, in the Town's opinion, an individual transformer installation is necessary to serve the customer's demand and such demand exceeds the capacity of a pole-type transformer installation, the Town may require the customer to provide suitable outdoor space on his premises to accommodate a ground-type transformer installation or substation. If the customer is unable to provide outdoor space for a ground-type transformer installation, or substation, then the Town may require the customer to provide a transformer vault on his premises.
 - (a) When the customer provides space for a ground-type transformer installation, or substation, the Town will erect a structure outside of and immediately adjacent to the fence surrounding such installation and will connect to the customer's entrance conductors at that point. The Town may require the customer to provide main disconnecting switches at the point of connection, which switches shall control all the customer's load other than the fire pump circuit, if any. In the event the space agreed upon for such installation is adjacent to one or more of the customer's building walls, the Town will connect to the customer's entrance conductors on the outside of one of the walls.
 - (b) When the customer provides a transformer vault, such vault shall be constructed in accordance with the Town's specifications and shall meet the requirements of the National Electrical Safety Code and other applicable safety codes and ordinances, and its location shall meet the Town's requirements for accessibility and ventilation. The Town will provide and install the transformers and necessary associated equipment including circuit breakers, switches, supporting structures for equipment, primary cable, and secondary cable to the point of connection with the customer's entrance conductors, which point shall be 12" inside one of the walls of the vault. The Town will coordinate the transformer vault installation with its Underground Distribution Plan for the installation of the primary cable from the customer's vault to the Town's existing distribution facilities.

(4) With respect to any service, after a service connection has been made it may be changed by the Town upon request of the customer, but the customer must bear the expense of the change and the change will not be made where it will interfere with or jeopardize the Town's service either to the customer desiring the change or to any other customer or customers.

Item 9.

Ownership of Equipment

All conductors and conduits, inside work and equipment, switches, fuses, and circuit breakers, from the point of connection with the Town's service shall be installed and maintained by and at the expense of the customer. All equipment furnished by the Town shall be and remain the property of the Town.

Meters

The Town will furnish, test and repair all necessary meters. When a meter is moved from one location to another all expenses in connection with such removal shall be borne by the Town except where the removal is at the request of the customer, in which case he will bear the expense. The Town shall have the right at its option and at its own expense to place demand meters, volt meters and other instruments on the premises of the customer for the purpose of making tests with respect to the customer's service.

Location of Meter

Meters for all residential service, and for all other service to the extent practicable, shall be located out-of-doors on the customer's structure at a place or point which is suitable to the customer, but which meets all the Town's requirements for reading, testing, and servicing accessibility, and for safety.

Where it is not practicable, in the Town's opinion, to locate the meter and its associated apparatus, if any, out-of-doors, the customer shall provide a suitable indoor location which meets all the Town's requirements for reading, testing, and servicing accessibility, and for safety.

Failure or Inaccuracy of Meter

In case of the failure or inaccuracy of a meter, the customer's bill, for the appropriate portion of the period of such failure or inaccuracy, shall be estimated based on the three months' prior use.

Bills Due Where No Notice Received

See Customer Service Policy.

Billing and Collection Cycle

See Customer Service Policy.

Where Meter is Not Read

See Customer Service Policy.

Offsets Against Bills

See Customer Service Policy.

Adjustment of Billing Errors

See Customer Service Policy

Responsibility Beyond Delivery Point

It is understood and agreed that the Town is merely a furnisher of electricity, deliverable at the point where it passes from the Town's wires to the service wires of the customer, or through the divisional switch separating the customer's wires and equipment from the Town's wires and equipment, where such a switch is installed, and the Town shall not be responsible for any damage or injury to the buildings, motors, apparatus or other property of the customer due to lightning, defects in wiring or other electrical installations, defective equipment or other cause not due to the negligence of the Town. The Town shall not be in any way responsible for the transmission, use or control of the electricity beyond the delivery point, and shall not be liable for any damage or injury to any person or property whatsoever, or death of any person or persons arising, accruing or resulting in any manner, from the receiving or use of said electricity.

Interference with Town Property

The customer shall not interfere with, or alter, the Town's meters, seals, or other property, or permit the same to be done by others than the Town's authorized agent or employee. Damage caused or permitted by the customer to said property shall be paid for by the customer.

Resale Service

The contract is made, and electricity is sold and delivered upon the express condition that the customer shall not directly or indirectly sell or resell, assign, or otherwise dispose of the electricity or any part thereof, to any person, firm or corporation, except where service is supplied under a contract specifically providing for resale.

Foreign Electricity

The customer shall not use the Town's electric service in parallel with other electric service, nor shall other electric service be introduced on the premises of the customer for use in conjunction with or as a supplement to the Town's electric service, without the written consent of the Town.

Service Interruptions

The Town does not guarantee continuous service. It shall use reasonable diligence at all times to provide uninterrupted service, and to remove the cause or causes in the event of failure, interruption, reduction or suspension of service, but the Town shall not be liable for any loss or damage to a customer or customers resulting from such failure, interruption, reduction or suspension of service which is due to any accident or other cause beyond its control, or to any of the following:

- (a) An emergency action due to an adverse condition or disturbance on the system of the Town, or any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, or to effect a reduction in service to compensate for an emergency condition on an interconnected system.
- (b) An Act of God, or the public enemy, or insurrection, riot, civil disorder, fire, or earthquake, or an order from Federal, State, or other public authority.
- (c) Making necessary adjustments to, changes in, or repairs on its lines, substations, and facilities, and in cases where, in its opinion, the continuance of service to customers' premises would endanger people or property.

(d) It is expressly understood and agreed that the Town does not contract to furnish power for pumping water for extinguishing fires, and that in the event that the customer shall use said electric power, or any part thereof, for pumping water to be used for extinguishing fires, the customer shall, at all times, keep on hand, or otherwise provide for, an adequate reserve supply of water so that it shall not be necessary to pump water by means of said electric power during a fire; and it is expressly understood and agreed that the Town shall not, in any event, be liable to the customer, nor to any person, firm or corporation for any loss or injury of or to property or person by fire or fires occasioned by, or resulting directly or indirectly from the failure of any pump, pumping apparatus or appliances to operate, whether said failure shall be due to act or omission of the Town or otherwise, it being the intention of the parties hereto that the Town shall not, in any event, be liable for any loss or damage occasioned by fire or fires which may be caused by or result from the failure of the Town to supply electric power to operate any pump or pumping apparatus or appliances.

Discontinuance of Service

The Town shall have the right to suspend its service for repairs or other necessary work on its lines, or systems, or to suspend or discontinue its service for any of the following reasons: (See also: Customer Service Policy Section 13)

- (1) For any misrepresentation as to the identity of the customer entering the contract for service.
- (2) For violation by the customer of any terms or conditions of the agreement between the Town and the customer, or violation of any of these service regulations which are a part of said agreement.
- (3) For the reason that the customer's use of the Town's service is detrimental to the service of other customers.
- (4) For the reason that the customer's use of the Town's service conflicts with, or violates orders, ordinance or laws of the state or any subdivision thereof, or of any other body having regulatory powers.
- (5) For the reason that wiring, equipment, appliance or device is installed or in use on the customer's premises, which permits the electricity to be used without passing through the Town's meter, or which prevents, or interferes with the measuring of the electricity by the Town's meter.

Removal of Equipment

In the event of such discontinuation of service or expiration of contract, then it shall be lawful for the Town to remove its meters, apparatus, appliances, fixtures, or other property.

Waiver of Default

Any delay or omission on the part of the Town to exercise its right to discontinue or suspend service, or the acceptance of a part of any amount due, shall not be deemed a waiver by the Town of such right so long as any default in whole or in part or breach of contract on the part of the customer shall continue, and whenever and as often as any default or breach of contract shall occur.

Reconnect Fees

In case of discontinuance of service for any reason except repairs or other necessary work by the Town, the customer shall pay the Town a reconnect charge as spelled out in the Customer Service Policy.

Unavoidable Cessation of Consumption

In the event the customer's premises are destroyed by fire or other casualty, or the operation of its plant is shut down because of strike, fire, or other causes beyond customer's control, making a complete cessation of the use of service, then upon written notice by the customer to the Town, within thirty days thereafter, advising that the customer intends to resume service as soon as possible, any minimum charge or guarantee for which the customer may be liable will be waived during the period of such cessation, and the term of the contract shall be extended for a corresponding period; otherwise the agreement for service shall immediately terminate.

Copies of Contracts and Policies

Forms of application (service agreement) or contract, schedules of rates and copies of service regulations are available at Town Hall and will be furnished to the customer on request.

Changes

All agreements and contracts for service between the Town and its customers, including the rate schedules and these service regulations, are subject to such changes and modifications as from time to time may be made in the same and approved by the Town Council, or otherwise imposed by lawful authority.

Types of Service

The types of service supplied and the schedules applicable thereto are as follows:

(1) Residential Service

Residential service will be supplied on Schedule R, Schedule RE, whichever is applicable to an individual residence or individually metered apartment unit. The Residential Service Schedules shall be applicable to only one meter serving an individual residence or an individual apartment unit.

Out buildings, water pumps, and other uses, which form a part of the general living establishment on the same property, may be connected to the Residential service meter, or they may be separately metered.

Residential service to two or more residences on the same property or to a residence or residences subdivided into two or more individual housekeeping apartments or units may not be supplied by one meter on the Residential Service Schedule.

(a) Mobile Home Parks

Each space designated for the parking of mobile homes will be served by a separate meter and billing will be in accordance with the applicable residential or general service rate schedule.

The Town will extend its conductors to groups of two or more spaces designated for the parking of mobile homes and will provide and install at each such delivery location a service structure on which its conductors are terminated, and on which may be mounted the switch panels, and wiring to accommodate a separate meter for each trailer space. Otherwise, service connections will be the same as set forth in these Service Regulations.

Energy used by the park in its office, service buildings, yard lights, water pumps, and other purposes connected with the operation of the park, including spaces designated for the overnight parking of mobile homes in transit or awaiting assignment to separately metered spaces available within a park, may be served through a single meter, and will be billed in accordance with the applicable Commercial rate schedule.

(b) Recreational Parks and Camping Grounds

Service to recreational parks and camping grounds may be supplied to each such an establishment at one delivery point, and energy used in its office, service buildings, yard lights, water pumps, and for other purposes connected with its operation, including service outlets at campsites, will be billed through one meter in accordance with the applicable Commercial rate schedule.

(c) Travel Trailers, Mobile Home, and Other Portable Structures

If the location is other than in a Mobile Home Park or Recreation Park, service to travel trailers, mobile homes, or other portable structures, will be provided as set forth in these Service Regulations, "Temporary Service", except that if the customer presents satisfactory evidence of intent to remain at said location 12 months or longer, service will be provided as for any structure having a permanent foundation. Energy used will be billed on the applicable residential or Commercial rate schedule.

(2) Professional Offices or Business Activities in Residences

The supply of service under a Residential Schedule to a residence involving some business, professional or other gainful activity will be permitted only where the electric energy used in connection with such activity is less than 15% of the total use and is used only by equipment which would normally be in use if the space were used entirely as living quarters.

When a portion of a residence is used regularly for business, professional or other gainful activities, and more than 15% of the total use is for other than domestic purposes, or electrical equipment not normally used in living quarters is installed in connection with such activities referred to above, the entire premises shall be classified as non-residential and one of the commercial schedules shall be applied.

The customer may at his option provide separate circuits so that the residential uses can be metered and billed separately under a Residential Service Schedule and the other uses under a Commercial Service Schedule.

Hall lighting, stokers and other general electric uses in an apartment building will be classed as Commercial Service and metered and billed under a Commercial Service Schedule, while the individual apartments will be metered and billed separately under a Residential Schedule.

Residences in which a Day Nursery is operated may be served on the Town's Residential Service Schedules provided that:

- (a) The operator and the operator's family, if any, live there.
- (b) The nursery requires no extra electrical equipment or space in addition to that normally required for the operator's family.
- (c) There are no conspicuous business soliciting devices about the premises.

If all of the foregoing conditions cannot be met, then such residence shall be served on the Town's applicable Commercial Schedule.

(3) Farm and Rural Service

The Residential Service Schedules are available for service through on meter to a farm residence, and for the usual farm uses outside the dwelling unit, but not for commercial or non-farming operations or for the processing, preparing, or distributing of products not raised on that farm.

The customer may at his option elect to take the entire service under one of the Commercial Service Schedules or may provide separate circuits so that the residential uses, together with the usual farm uses outside the residence dwelling unit, can be metered and billed separately under a Residential Service Schedule, and the other under a Commercial Service Schedule.

(4) Commercial and Industrial Service

Commercial and Industrial Service Schedules are available to the individual customer for any purpose other than those excluded by the availability paragraph of the schedules, and they shall be applied to the following:

(a) Customer engaging in retail trade or personal service directly with the public, such as boarding houses, motor courts, and hotels.

(b) Office buildings, stores, shops, and other commercial establishments.

(c) Schools, churches, other non-residential customers, and industrial customers.

(5) Water Heating Service

Residential water heating service is available through the same meter as other residential services.

(6) Breakdown and Standby Service

The Town does not supply breakdown or standby service, and service under its rate schedules may 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, except at the option of the Town, under special terms and conditions expressed in writing in the contract with the Customer.

(7) Temporary Service

(a) Temporary Service for construction of buildings or other establishments which will receive, upon completion, permanent electric service from the lines will be provided.

(b) Temporary Service for construction projects, other than those qualifying above, and for rock crushers, asphalt plants, carnivals, fairs, and other non-permanent installations will be provided, when the customer agrees to pay the actual cost of connection and disconnection. The cost shall include payroll, transportation, and miscellaneous expense for both erection and dismantling of the temporary facilities, plus the cost of material used, less the salvage value of the material removed. A deposit may be required equal to the estimated cost of connection and disconnection plus the estimated billing for the period involved, said deposit to be returned if the contract period is fulfilled.

(8) Special Provisions

X-Ray and Welding Service. Equipment of this type may be operated by the Customer through his regular service meter when such operation will not adversely affect the quality of service to neighboring customers.

If, however, the use of such equipment causes voltage fluctuations detrimental to the service of other customers, the Town may set a separate transformer for the exclusive use of the customer and extend a separate service to the Customer's premises. This service shall be metered and shall be billed on the applicable rate schedule. In addition, the Customer shall be billed any applicable extra facilities charges associated with the separate transformer. In lieu of setting the separate transformer, the Town may require

the Customer to either discontinue the operation of the equipment or install the necessary motor-generator set or other apparatus to eliminate the disturbance to other customers.

(9) Insulation Requirements

The Town will not connect permanent service to any new building for which a building permit was issued after January 1, 1978, for any class of service unless the building has been certified as meeting the insulation requirements of the State Building Code, and a Certificate of Occupancy has been issued.

(10) More Than One Dwelling Unit Per Meter

When more than one dwelling unit is served by a single meter, each and all dwelling units must comply with the requirement under Availability of the Schedule involved; and the monthly bill shall be computed by dividing the total kWh metered during the billing period by the number of dwelling units; then calculating a bill "per dwelling unit" from this rate. The total bill shall be the "per dwelling unit" bill multiplied by the number of dwelling units.

(11) Tree Trimming

If, at any time, shrubbery, or other vegetation grows up into, and interferes with, the electric power lines of the Town, through its duly authorized employees, shall have the right to enter upon the Town privately owned property and trim such vegetation in order to clear the lines. All trimming of trees and shrubbery shall be done as neatly as possible and shall be done as requested by the owner where the request is reasonable.

(12) Extra Facilities

- (a) At the request of the customer, the Town will furnish, install, own and maintain facilities which are in addition to those necessary for delivery of service at one point, through one meter, at one voltage, in accordance with the applicable rate schedule, such additional facilities to be furnished under an "Extra Facilities Clause" added to and made a part of the Town's standard form of contract, and containing the following provisions:
 - (1) Service shall be used solely by the contracting customer in a single enterprise located entirely on a single, contiguous premises, and there shall be no exception from any of the other provisions of these Service Regulations.
 - (2) "Extra Facilities" shall consist of such of the following as may be required: voltage regulators, circuit breakers, duplicate service, transformers, substations, connecting lines, or other equipment installed for the exclusive use of the contracting customer, other than facilities which the Town would furnish to the customer without cost under its standard form of contract.
 - (3) The facility to be supplied shall be Town standard overhead transmission or distribution, or transmission and distribution, equipment to be installed only on the Town side of the point of delivery.
 - (4) A monthly "Extra Facilities Charge", equal to 1.7% of the installed cost of the extra facilities, but not less than \$25.00, shall be billed to the customer in addition to the billing for energy, or for demand plus energy, in accordance with the applicable rate schedule.
 - (5) The "installed cost of extra facilities" shall be the cost new of material used, including spare equipment, if any, plus applicable labor, transportation, stores, tax, engineering, and general expense, all estimated if not known.

- (6) "Extra Facilities" shall include the installed cost of extra meters and associated equipment necessary to record demand and energy at the voltage delivered to the customer. Upon mutual agreement between the customer and the Town, demand and energy may be metered at primary voltage, without compensation for transformer loss, and without inclusion of any part of the metering cost as an extra facility. When extra facilities furnished include a voltage regulator, metering equipment shall be installed on the Town side of the regulator, or if this is not feasible, the meter shall be compensated so as to include registration of the regulator losses.
- (7) When the extra facilities requested by the customer consist of those required to furnish service at either more than one delivery point on the premises or at more than one voltage, or both, the installed cost of the extra facilities to be used in the computation of the Extra Facilities Charge shall be the difference between the installed cost of the facilities made necessary by the customer's request, and the installed cost of the facilities which the Town would furnish without cost of the customer under its standard form of contract.
- (8) The Town shall have the option of refusing requests for extra facilities if, by its own determination, the requested facilities are not feasible or may adversely affect the Town's service to other customers.
- (9) Contracts containing the Extra Facilities Clause shall have a minimum original term of 5 years, to continue from year to year thereafter, but the Town may require the payment of removal costs in contracts with original terms of 10 years or less and may require advance payment of the Extra Facilities Charge for a period equal to one-half the original term of the contract.
- (10) Customers for who the Town may be furnishing extra facilities under existing contracts shall be exempt from all provisions of this Extra Facilities Clause except (1) until such time as their contracts may expire, or are terminated by the customer, or are terminated by the Town for reasons not related to the furnishing of extra facilities.
 - (b) Purchase of Existing Delivery Equipment: Any customer subject to an "Extra Facilities Charge" may, at the Town's option, purchase the existing facilities. In those instances where the customer purchases the existing delivery equipment, the Town shall have the right to require the customer to install protective equipment to isolate the customer's equipment from the Town system.

Upon request of the customer, the Town shall take an inventory of the equipment available for purchase and shall provide the customer with a sales price of such equipment within 90 days of receipt of such request. The sales price shall be computed with the replacement cost of the existing delivery equipment, less accumulated depreciation as defined below:

- (1) REPLACEMENT COST: Replacement Cost shall be the cost of the identical item at the time of the sale, the time of replacement, or retirement, as the case may be, or where such identical item is no longer available, the closest comparable item shall be used to determine the cost.
- (2) DEPRECIATION: Depreciation shall be calculated at the annual rate of and in the manner of the current rate and method as set forth in the publication, entitled "Depreciation and Amortization of Electric Plant" and shall be applied to Replacement Cost. Accumulated Depreciation is the Annual Depreciation so calculated times the number of years from the date of installation to the date on which the calculation is made. Depreciation shall be limited to a maximum of seventy-five percent (75%) of original value.

The Town reserves the right to adjust the inventory and sales price to thirty (30) days prior to the purchase date. Title for the equipment shall pass and the purchase price shall be due on the purchase date, at which time both parties shall execute a sales agreement.

UNDERGROUND INSTALLATION PLAN

Availability

The Town's electric distribution and service facilities are installed underground in accordance with the Electric Line Extension policy effective December 1, 2023.

Service Categories

- (a) Residential Service

At the request of an owner, the Town will install, own, and maintain underground facilities for service to single residences, apartments, condominiums, and manufactured homes following the Electric Line Extension policy effective December 1, 2023.

- (b) Non-Residential Service

At the request of an owner, the Town will install, own, and maintain underground facilities to new general service and industrial service installations following the provisions of the Electric Line Extension policy. Any charge to the owner is non-refundable.

Conversion To Underground

The Town will replace an existing overhead distribution system with an underground system in an existing residential development or other area following the terms and conditions of the Electric Line Extension policy:

- (1) If preliminary engineering studies are necessary to determine the approximate costs of replacing overhead with underground facilities, the person(s) requesting replacement of such facilities shall pay, prior to commencement of such studies by the Town, a good faith, nonrefundable deposit in an amount of \$100 for each 600 feet of front lot lines for residential development studies. The good faith, non-refundable deposit for studies of all other service areas will be the estimated cost of the preliminary engineering study. If the replacement is undertaken following completion of such studies, actual costs, including preliminary engineering studies, will be charged and credit will be given for the estimated costs, or deposit, which was advanced.
- (2) The Town need not replace existing overhead systems with underground facilities, except individual services from pole to residence, unless at least one block or 600 feet of front lot line is involved, whichever is less.
- (3) All customers served directly from the specific section of line or in the area to be replaced with underground facilities shall agree to the conditions outlined for replacement of overhead facilities.
- (4) Owners shall arrange the wiring of their structures to receive underground service at meter locations which allow unimpeded installation of the underground service facilities. Owner shall locate all nonutility underground facilities before the Town begins installation of any underground facilities. The Town will not be responsible for damage to any non-utility facilities which are not located.

Estimates

Estimates of the cost of the underground and overhead facilities for the purpose of determining the amount of the contribution-in-aid-of-construction will be in accord with the Town's current construction design practices and shall be based upon the equivalent conductor and transformer capacity required for the electrical load specified by the owner.

General Provisions

- (1) The Town will provide service following the conditions and provisions of the Electric Line Extension policy.
- (2) Facilities associated with an underground distribution system, other than the conductors, may be installed above or below ground level as determined solely by the Town in accord with the current construction design practices of the Town.
- (3) The Town will normally not provide underground service at secondary voltages above 480 volts.
- (4) Existing overhead distribution bulk feeders will remain installed overhead unless the owner desires to have them installed underground in which case, the owner shall pay a contribution in aid of construction according to the conditions and provisions of the Electric Line Extension policy.
- (5) New bulk feeders necessary to serve a new underground residential subdivision will be installed underground in accordance with the Electric Line Extension policy. If it is necessary to extend a distribution bulk feeder through an existing underground residential development, it will be installed underground at Town expense.
- (6) New sub-feeders necessary to serve a new underground subdivision or development will be installed underground inside such areas according to the Electric Line Extension policy.
- (7) Developments shall be divided into established and defined lots. For purposes of determining service categories, the average size of lots shall be expressed in square feet.
- (8) Prior to the installation of the underground distribution system by the Town, the final grade levels of the building sites shall be established by the owner. The building construction program shall be coordinated with the installation of underground electrical facilities to permit unimpeded access of the Company's equipment to the installation sites; to allow installation of underground facilities at proper depth and before streets, curbs or other obstructions are installed; and to eliminate dig-ins to the underground electrical facilities after installation. Should streets, curbs or other obstructions be present prior to installation of underground facilities, resulting in additional expense to the Town, payment for these additional expenses shall be made to the Town by the owner. Should established lots of final grade levels change after installation of underground electrical facilities has begun, or if installation of electrical facilities are required by the owner before final grades are established, and either of these conditions results in additional expenses to the Town, payment for these additional expenses shall be made to the Town by the owner.
- (9) Should existing sidewalks, septic tank systems, fuel tanks, other utility line, or other man-made obstructions result in additional expenses to the Town, payment for same will be made by the owner.
- (10) Actual costs brought about in connection with the compliance of special requirements, if any, of municipalities, State and Federal highway agencies or departments regarding the breaking of pavement, ditching backfilling, and other related conditions, will be paid by the owner.
- (11) The Town will make, or adjust, charges to the owner to collect the actual additional costs to the Town due to adverse conditions, such as: the composition of the land where the underground facilities are to be installed is such that standard construction equipment cannot be used to complete the installation; or, special equipment and materials are needed for stream crossing structures or concrete structures; or, dynamite is required; or, if abrupt changes in final grade levels exceed a slope ratio of 1 when measured within three feet of the trench.

- (11) The Town's agreement to provide underground service is dependent upon the securing of all necessary rights, easements, rights-of-way, privileges, franchises, or permits for the installation of such service from those requesting the underground facilities. The Town shall exercise care in the utilization of its underground equipment during construction, but the ultimate responsibility for the protection of shrubs, trees and grass sod will be with the owner. Shrubs, trees, or any other obstacle shall not be placed within ten feet of transformer or cabinet openings which would hinder access by the Town at any time.
- (12) Temporary service will not be available in the area served from underground facilities until the underground system is in place unless the owner elects to pay the "in and out" costs of temporary facilities necessary to deliver the temporary service from overhead distribution lines. After the underground facilities are in place, temporary service may be available at no charge for construction only at an existing transformer or pedestal location according to the conditions and provisions of the Electric Line Extension policy.
- (13) Underground conductors to provide service to streetlights along public streets, roads, and other public thoroughfares, will be installed at Town expense concurrently with the installation of an underground system for new developments. Where such street light conductors are not installed concurrently with the underground system, subsequent installation of underground conductors will be made at no additional charge where the customer requesting the lights pays the cost of overcoming any man-made obstructions. Subsequent street and area lighting services will be furnished under the applicable rate schedule on file with and approved by the Council.
- (14) The Town will provide and coordinate underground service facilities with other requested facilities which are supplied under the Extra Facilities provision of the Town's Service Regulations.



TOWN COUNCIL AGENDA ITEM

MEETING DATE: June 10, 2025

Agenda Title/Category:	New Business			
Staff Contact/Presenter:	Lisa Snyder			
Meets Strategic Initiative or Approved Plan:	Yes	No	If yes, list:	
Background:	Each year, a list of meeting dates must be approved, posted, and also kept on file in the Office of the Clerk. There was an error made for the month of September meetings, and a change is needed due to the dates of the Electricities Conference.			
Discussion:	<p>Amend September work session date from September 29th to September 22nd.</p> <p>The August council meeting needs to be rescheduled to a date decided upon by council.</p>			
Fiscal impact:	None			
Attachments:	Town Council Meeting Dates for 2025 with September date amended			
Recommended Motion to be made by Council:	Motion to approve the amended Town Council meeting dates schedule for 2025 and select a date for the August council meeting.			



2025 TOWN COUNCIL MEETING SCHEDULE
PINEVILLE TOWN HALL COUNCIL CHAMBERS
505 MAIN STREET, SECOND FLOOR
PINEVILLE, NC 28134

MONTH	TOWN COUNCIL	WORK SESSION
January	14	27
February	11	24
March	11	24
April	8	28
May	13	26 * <i>Holiday</i>
June	10	23
July	8	28
August	12 **	25
September	9	29 **
October	14	27
November	12 **	24
December	9	22 * <i>Holiday Week</i>

** Please note: The November 12th Town Council meeting will be held on a Wednesday.



Telephone Board Meetings (*meetings begin at 5:00 pm but are subject to change*)

January 27th

April 28th

July 17th

October 27th



Department Update

PUBLIC WORKS

To: Town Council
 From: Chip Hill
 Date: June 1, 2025
 Re: Public Works Updates

Johnston Drive Alignment: Pineville Power, PNG and Spectrum are currently working on the relocation of their utilities. Expectation is that the relocation will be complete by the 20th of this month. The next steps would be the storm drain installation, the removal of the Chadwick Park neighborhood sign and then the road work.

Sidewalks on S. Polk: Contractor has poured the majority of the curb at the southernmost entrance to Sable Point Drive. A section of curb contacting the flume to the roadway, approx. 90 LF of sidewalk, flume handrail, and mill and overlay asphalt remain for the major work items.

Main Street Crosswalks: The project is waiting to see if the sales tax revenue legislation and referendum passes to fund the project.

Huntley Glen: Final walk has been completed. The developer is scheduled to petition the Town to accept the roads with a one-year maintenance bond.

Parkway Crossing: Still repairing the storm drain system and working on the as-builts. Work is progressing. Phase 1 as-builts with the new pipe calcs have been submitted.

Preston Park: Waiting on the developer to schedule the prefinal.

McCullough: Update on video has been requested by Mecklenburg County. Pulte has engaged ESP to assist to clarify what is needed for engineer certification of the storm drain video repairs.

Miller Farms: The project is progressing. Proof rolls are ongoing for roads. Storm drain is going in per the PLDS process. All work is following the process and things are working well.

Chadwick Park: No repair work has been started. All ramps with the exception of Childers and Johnston will need to be in per current ADA standards. All alleyways will need to be petitioned separately from the roads to be taken over by the Town. The developer has been made aware of this. A new prefinal will need to be done as we are past the time limit for the neighborhood. The developer was sent an email requesting to walk the site again.

Coventry: Roadway certification was sent this week. Roadway certification was not fully certified with deficiencies. Work has been put on hold until the developer can certify, repair, or complete per the PLDS

manual, that the installation of roads were done correctly. Work is on hold until the developer figures out how to proceed and deal with the road issues.

Carolina Logistics Park: The street has been paved. The developer needs to confirm street signs and thermoplastics have been completed.

*see attached spreadsheet of easement permits issued/pending FY 2025

PERMITS ISSUED/PENDING**COMPANY****Fiscal Year 2025**

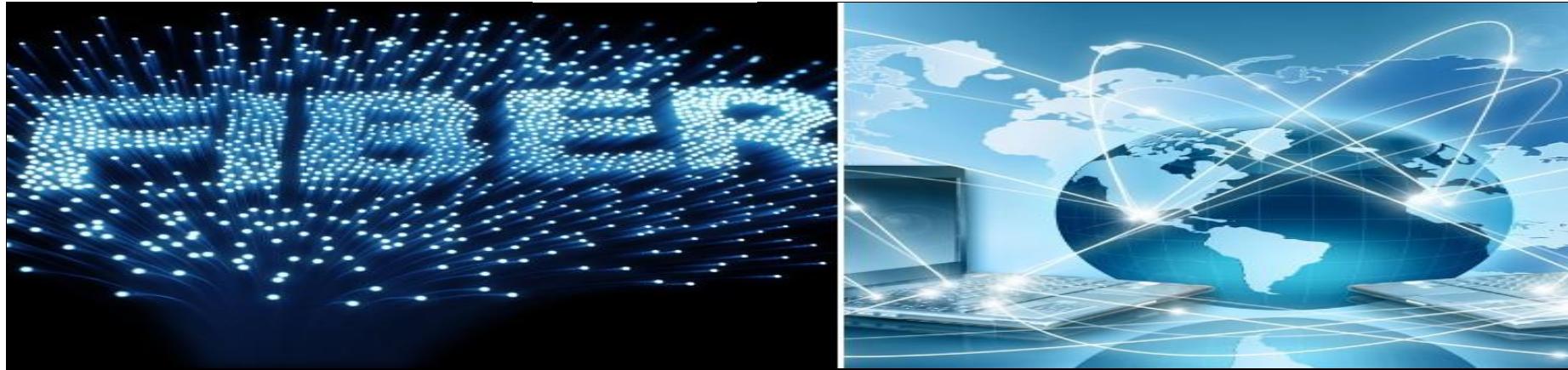
	LOCATION	STATUS	PERMIT NO
Ashley Northup/AT&T	625 Eagleton Downs	Issued	PW20240812EAGLETONDOWNS625
Zach Pellicone/Charlotte Water	10112 Industrial Drive	Issued	PW20240807INDUSTRIAL10112
Paul Tatsis/PNG	307 College Street	Issued	PW20240729COLLEGE307
Ashley Northup/AT&T	10810 Park Crossing Dr	Issued	PW20240806PARKCROSSING10810
O'brien Walls/Charlotte Water	109 N Polk Street	Issued	PW20240731NPOLK109
AT&T/SourceOne/Rosita Villavicencio	12026 Carolina Logistics Drive	Issued	PW20241011CAROLINALOGISTICS12026
AT&T/Ashley Northup	10901 Downs Rd	Canceled	
Charlotte Water/Samuel Yuhas	10496 Park Road	Issued	PW20241008PARKROAD10496
Charlotte Water/Samuel Yuhas	12031 Lancaster Hwy/Carolina Place	Issued	PW20241010LANCASTERHWY12031
AT&T/SourceOne/Rosita Villavicencio	12020 Carolina Logistics Drive	Issued	PW20241017CAROLINALOGISTICS12020
Spectrum/STS Cable Services/Tracey Kendall	11925 Carolina Logistics Drive	Issued	PW20241024CAROLINALOGISTICS11925
AT&T/SourceOne/Rosita Villavicencio	10230 Pineville Distribution/Industrial Dr	Issued	PW20250130PINEVILLEDISTRIBUTIONST10230
Spectrum/ACP Fiber Services/Ryan McCumber	Miller Road	Issued	PW20250115MILLER
Charlotte Water/Cirilo Saba	265 Eden Circle/Cone Avenue	Issued	PW20250211EDENCIRCLE265
Comporium/Utility Design/Ross Bradley	12720 & 11724 Downs Road	Issued	PW20250318DOWNSRD12720
Charlotte Water/Samuel Yuhas	10201 Industrial Dr/Emmett Dr	Issued	PW20250313INDUSTRIAL10201
Google Fiber/Kila Lindsay/Prince Telecom	10450 Park Drive	Issued	PW20250506PARKDRIVE10450
Spectrum/Michael Davis/Carolina Communications	207 Johnston Drive/Childers Lane	Issued	PW20250519JOHNSTON207
Spectrum/Melissa Sherrill/Telics	9931 Lee Street	Pending	
Segra/Tyler Figaro/Teresa Cartee/TEP Group	9120 Willow Ridge Rd/Goodsell Ct	Pending	



PINEVILLE COMMUNICATION SYSTEMS

INTERNET RESULTS FOR MONTH ENDING 05-31-2025

REVENUE AREA	MONTH ENDING 4-30-2025	MONTH ENDING 4-30-2025	INSTALLS SOLD AND COMPLETED IN MAY.	DISCONNECTS TAKEN AND EXECUTED IN MAY.	MONTH ENDING 05-31-2025	SOLD IN MAY ON SCHEDULE FOR INSTALLATION AFTER BILLING OR IN JUNE	TOTAL INTERNET FOR MONTH ENDING 05-31-2025	TOTAL AS OF 05-31-2025
ILEC	605	600	4	5	599	0	599	599
CLEC	638	638	9	9	638	2	640	640
TOTAL	1243	1238	13	14	1237	2	1239	1239



100M to 1 GIG SPEED OFFERING TAKE RATE TO DATE

INTERNET RESULTS FOR MONTH ENDING 05-31- 2025	Apr-25	May-25	SERVICE AREA	RES OR BUS	SPEED	NET GROWTH/LOSS FROM PREVIOUS MONTH	
	210	207	CLEC	RES	300M		
	93	94	CLEC	RES	600M	5	
	199	201	CLEC	RES	1GIG	9	
	6	6	CLEC	BUS	100M	0	
	10	11	CLEC	BUS	1 GIG	1	
	3	3	CLEC	BUS	200M	0	
	2	2	CLEC	BUS	400M	-1	
	33	32	ILEC	BUS	100M	0	
	5	5	ILEC	BUS	200M	0	
	8	8	ILEC	BUS	400M	0	
	26	26	ILEC	BUS	1 GIG	0	
	140	139	ILEC	RES	1 GIG	1	
	239	240	ILEC	RES	300M	5	
	59	60	ILEC	RES	600M	4	
TOTAL	1033	1034				24	
1031							
<i>82% of our Internet subscribers now subscribe to 100M or higher</i>							



LINE COUNT AS OF 5-31-2025

RESULTS FOR MONTH ENDING 05-31-2025	LINE COUNT MONTH ENDING 4-30-2025	LINE COUNT MONTH ENDING 05-31-2025	
BUS	36	36	0
RES	81	81	0
CLEC SUBTOTAL	117	117	0
ILEC LINE COUNT	LINE COUNT MONTH ENDING 4-30-2025	LINE COUNT MONTH ENDING 05-31-2025	
BUS	269	257	-12
RES	96	95	-1
	365	352	
COMBINED LINE COUNT	482	469	-13

Parks and Recreation Department Update

May 2025

12 seniors enjoyed a tour through the Billy Graham Library and enjoyed a wonderful lunch. We finished our First ever youth girls volleyball league in May with 84 participants. This was an exciting new program and were lucky to have Erin Hamilton and Meridith Adams volunteer to be coaches. Youth soccer wrapped up as well in May with a total of 357 children participating. Our adult basketball had an exciting spring finish with a total of 5 teams and 50 adults competing. We were excited to open our Splashpad on Saturday, May 3rd for the season. Splashpad is open every day from 10a – 7p and is quite busy. Our 4th Annual Arts in the Park was held on May 17th, over 50 vendors and 6 Food Trucks were in attendance. Senior Game Day and Senior Cookie Making were big hits. Family Bingo Night had 38 participants enjoying an evening of fun competition. We held our annual Spring Yard Sale on May 10th with 19 participants selling their stuff.



Parks and Recreation Department Update

May 2025



Parks and Recreation Department Update

May 2025



May 2025

General Programming – Belle Johnston

Pickleball: Open Pickleball times are Mondays and Friday from 9am-12pm and Wednesdays from 1:30pm-4:30pm. 62 participants

Asap Pickleball – Mondays at 1pm – 16 participants

Karate: They hold classes on Wednesdays. 45 participants

Pre School Open Gym – Wednesday morning from 9a – 12p – 72 participants

Cookie Decorating – May 15 – 14 participants

National Biscuit Day – May 14 - 49 participants

Pottery Workshop – May 3 - 19 participants

Paint Class – May 12 – 14 participants

Paint Class – May 1 – 25 participants

Sound Bath Meditation Class — 12 participants

Game Day with Seniors – May 29 – 18 participants

Field Trip – Billy Graham Library – May 20 – 12 participants

After School Program – T/Th – 5 participants

Family Night Bingo – May 16 – 38 participants

May Grab n Go – May 13 – 50 participants

Lake Park

Bootcamp with Lia – Bootcamp meets 5:45am – 6:45am M/W/F in Lake Park. 65 participated

Tai Chi – Thursday evenings and Saturday mornings – 13 participants

Storytime in the Park – Wednesdays – 100 kids/87 adults

Yard Sale – May 10 – 16 participants

May 2025

The Hut

Senior Fit – Senior Fit takes place at the Hut M – Thursdays. 188 participants

Yoga – 50 participants

Facility Rentals

The Hut: 4 Rentals

The BJCC Dining Room: 2 Rentals

The BJCC Gym: 0 rental

Large Shelter: 10 Rentals

Medium Shelter: 18 Rentals

Tot Lot at Lake Park: 9 Rentals

Shelter 1 at JH: 0 Rentals

Shelter 2 at JH: 0 Rentals

Shelter 3 at JH: 0 Rentals

Jack Hughes

Youth Athletics

Most of youth soccer finished on May 10th. The U9 and U12 playoff tournament continued and finished on May 17th. All players received end of season medals.

Youth Volleyball finished on May 10th. All players received end of season medals.

Adult Athletics

The end of season tournament games continued in May, and we finished on May 8th with Team 4M\$ winning the championship.

Jack Hughes Tournaments/Special Events

May 3-4: Perfect Game Tournament

May 10-11: Perfect Game Tournament (Sunday rained out)

May 17-18: Perfect Game Tournament

Baseball Field Usage

Charlotte Catholic finished their baseball and softball seasons in May. Baseball hosted one playoff game at Jack Hughes.

PCAA continued their seasons in May.

On Deck continued their season in May.

May 2025

Multipurpose Field Usage

Pineville youth soccer practices and games ended in May.

The Red Wolves Hurling Club continued using Field 3 in May for hurling practice.

Social Media

Facebook

Post Reach: 11,617	Views: 34,796
Total Page Followers: 6.4K	New Follows: 74
Total Like: 5K	

Instagram

New Followers: +377	Total Followers: 3,564
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Park Maintenance Update

Lake Park

- Weekly Mowing
- Spray weeds as needed
- Repair and start irrigation at stage
- Plant new flowers at the entrance
- Monthly Building Inspections
- Repair basketball goal
- Readjust camera at entrance of Belle
- Put in pond dye

Hut

- Cut Weekly
- Repaired lattice on arbor
- Put pine needles around the arbor
- Sprayed weeds as needed
- Monthly building inspections

Jack Hughes

- Weekly mowing
- Spray weeds as needed
- Daily field prep
- Tournament prep and clean up
- Removed soccer goals and netting
- Trimmed trees overlapping sidewalks

May 2025

Mower maintenance blades/oil changes

Monthly building/vehicle inspections

Dog Park

Picked up limbs as needed

Repaired gate at entrance

Town Hall/PD

Repaired drip irrigation

Daily check/trash removal

Clean fountain/check daily

Adjust chlorine in fountain

Change/clean filter

Ordered new filter

Changed color sequence

Cemetery

Mowing as needed

Removed faded flowers

Sprayed weeds as needed

Put up flags for Memorial Day

Splash Pad

Daily Check

Repaired loose fencing

Greenway project

Monitored progress

Overseen large equipment staging

Temporarily repaired damaged mailbox by contractor for resident

Maintenance shop building addition project

Structure complete

Awaiting concrete and door for completion



Human Resources

Linda Gaddy, PHR SHRM-CP MSHR
 lgaddy@pinevillenc.gov
 (704) 889-2362

To: Ryan Spitzer, Town Manager
 Members of the Town Council

From: Linda Gaddy

Date: 6/4/2025

Re: Human Resources Monthly Report

Ryan,

Enclosed is the Human Resources Department Monthly Report for the month of May 2025.

New Hires:

Charlie Williams, part time Park Aide

Summer Camp Counselors:

Emily Viers

Kathryn Kirby

Kristen Mulrain

Brinley Keith

Resignation/Termination:

none

Retirements:

William Wright, Police Sergeant, June 1st

Transfers:

none

Promotions:

Mario Vergara Quiroz, Probationary Police Officer to sworn Police Officer

Ben Engel, Park Maintenance Technician I to Park Maintenance Technician II

Current Openings:

Police Officer: 3 openings for lateral hires

B.L.E.T. trainees, conditional offers to 5 for next class sessions starting 6/9/2025 and July 2025

911 Telecommunicator, 3 openings, accepting applications, interviewing

Departmental Update:

Employee Appreciation and events:

The Employee Spring Picnic was Thursday May 8th at the Hut with a Hawaiian Luau theme including entertainment, a tropical buffet, contests, prizes and Kona Ice.

We have also been recognizing special recognition weeks like Public Safety Week, Public Works Week, Parks & Recreation month. etc. Many of these occur in the late Spring and Summer. Our opportunity to treat each dept. to a lunch of their choosing.

The employee newsletter, The Pine Needle, recognized several employees who obtained certifications or degrees in the last month.

Recruiting:

We are seeking experienced Police Officers, B.L.E.T. police officer trainees, and three 911 Telecommunicators. Quite a few candidates for both are in background checks. The police recruiting team continues to work hard and has candidates in process for all of the available officer and BLET openings and some of the 911 TC openings.

Police Promotions:

A new promotional assessment process for selecting candidates in order to fill upcoming Corporal, Sergeant and Lieutenant positions is planned for late June in preparation for anticipated upper management/command staff promotions, position changes and restructuring. Outside firm Blue Chameleon will be onsite to conduct the assessment center exercises. Eight candidates have applied for promotion. Those who score above the minimum and are recommended for promotion by their current supervisor, will be eligible for promotion in the coming year when an opening is available, even if not promoted into an open position now.

Compensation:

Work continues to get ready for implementing the COLA on July 3rd for all staff.

Benefits:

Our annual open enrollment period began 5/22/25 and ends 6/5/25. Employee open enrollment informational webinars were conducted the last week in May. All renewals with providers have been out for bid, negotiated, and contracts are finalized. For years now, we have managed to keep our health benefit rates low compared to other municipalities, therefore some rates are catching up this year, particularly noticeable in medical plan rate increases. These major increases to health insurance renewal rates necessitated that we compare and change providers to both our medical and dental plans to keep cost increases to a minimum. Even so, increases will be significant this year.

Retirement System benefits: each year the NC Retirement Plans increase the contribution rates that employers must contribute. The employee's contribution rate stays the same as previous years at 6%. Starting July 1, we must now contribute 14.38% for general staff and 16.08% for Law Enforcement Officers as members of the NC State Treasurer's Local Government Employees' Retirement System defined benefit plan. We will also continue to match up to 5% of employees' contribution to 401(k) or 457(b), or the required 5% contribution for all law enforcement officers. Our emPower representative conducted an informational webinar for all Pineville staff about retirement May 13th.

Wellness:

We are planning the next de-stress mini-event hosted by human resources. This is a time for staff to intentionally de-compress and learn relaxation and stress relief techniques and resources. We plan to host an event once per quarter. A group 30-minute walk was also held this month.

We continue to issue reimbursements to employees through the wellness benefit which rewards and encourages healthy living (physical, financial and lifestyle wellness). Budgeted wellness dollars reimburse employees for approved expenses in these categories. They can each claim up to \$600 of reimbursement during the benefit/fiscal year. This has been a popular benefit. Taking care of our staff benefits the Town in many ways from lower turnover, higher productivity and less missed work, as well as lower medical claims.

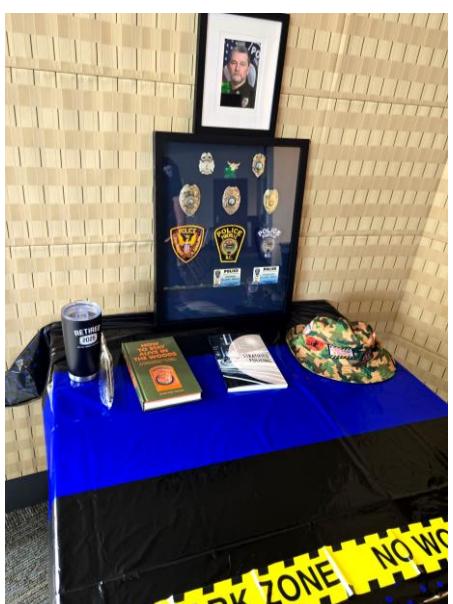
We are also planning a new employee resource group that would be formed to get employee feedback and ideas for wellness and appreciation needs and ideas. Representatives of each employee group would meet once a month to develop plans for both wellness and appreciation and how best to communicate and involve all staff. Various staff have shown interest in different wellness initiatives, so this group will focus on finding out what is top priority for our staff.

Employee Newsletter

Our employee newsletter is now digital, published monthly and packed with information about upcoming changes, events, programs, benefits, and employee recognition. It has turned out to be a source of employee feedback via short pulse surveys. Communication and H.R. partner to make this happen.

Retirements:

In the last two months, we were happy to help send off two recent long-time members of our team into retirement. Both qualified for paid health insurance, each having dedicated over 25 years of service to our Town, and our retiring Police Sergeant also qualified for the Special Separation Allowance for Law Enforcement Officers. We will miss them and their contributions to our Town, but wish them a very happy retirement!



Luau employee picnic



Department Update



To: Town Council
From: Travis Morgan
Date: 6/10/2025
Re: Town Planning Updates

PLANNING:

Soccer Sportsplex: Renewed discussions regarding a cell tower.
Carolina Place Mall: Discussions of drone delivery dispatch spot near REI
Park 51 Shopping Center: Façade reface

CODE ENFORCEMENT:

Grass: 12553 druids glen 11605 red knoll 13510 dorman 12727 dorman 4128 huntley glen 104 kenmore 114 kenmre 101 marine 115 marine 107 boatright 2001 lakeview 903 lakeview 901 hill 1013 hill 905 hill 427 park 411 park 329 price 420 james 9931 lee 533 amon 419 cone 10600 centrum 249 emmett 332 cranford 106 boatright 522 main	Dumpster: 323 Main St Minimum Housing: 1108 Cone Sanitation/Environment: 121 Olive Prohibited Parking: 401 towne centre 11016 copperfield 10930 Park Rd Temp Event Permit: 10625 mcmullen creek Lighting: 10330 Stineway 10334 Stineway Fence: 260 Eden Abandoned Vehicle: 11161 Miller Rd Commercial Vehicle: 11715 carolina place 11704 carolina place Unsecured Building: 9910 P-M Restraint of Animals: 1015 Cone	Parking on the lawn: 120 Olive 918 lakeview 219 Amon 123 olive Signs: 13615 dorman 126 lynnwood 10829 pineville rd 11709 carolina place Community Appearance/Junk Vehicle: 1703 lakeview 12935 dorman 433 cone 10015 lee 1108 cone 335 towne centre 417 park av 8740 P-M 424 park 252 Eden 236 Eden 11425 Carolina Pl 11113 Treebark 505 fisher
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July

2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
6	7	8	9	10	11	12
		Town Council Mtg 6:30 pm				
13	14	15	16	17	18	19
			Telephone Board Mtg 5:30 pm			
20	21	22	23	24	25	26
			Quarterly Town Hall Mtg - 6:00 pm			
27	28	29	30	31		
	Work Session 6:00 pm					