

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 / Cemetary	829,000
Recreation - Tourism	1,605,000
Debt Service	3,414,000
Transfers to Other Funds	53,000
Contingency	100,000
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TOTAL GENERAL FUND APPROPRIATIONS	\$ 23,125,000

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	1,975,000
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TOTAL GENERAL FUND REVENUES	\$23,125,000

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 Distribution	\$ -
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	300,000
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	\$ 1,600,000
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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	400,000
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TOTAL ILEC TELEPHONE FUND REVENUES	\$ 1,600,000
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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	\$ 1,600,000
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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	300,000
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TOTAL CLEC TELEPHONE FUND REVENUES	\$ 1,600,000
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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	\$ -
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Section Fourteen. It is estimated that the following revenues will be available in the Rate Stablization Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

Fund Balance Appropriated	\$ -
Investment Earnings	-
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	\$ -
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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%.

TOTAL TAX RATE PER ONE HUNDRED DOLLARS (\$100)	
APPRAISED VALUATION FOR GENERAL FUND	<u>\$ 0.3000</u>

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
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Race Permit:	\$200
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**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

**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

		<u>All Months</u>	
Minimum Demand:		30 kW	
I. Basic Facilities Charge		\$ 33.49	
		<u>Summer</u>	<u>Non-Summer</u>
II. Demand Charge:			
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			
First 3,000 kWh		\$0.14328 per kWh	
All Over 3,000 kWh		\$0.07293 per kWh	
For the Next 200 kWh per kW Billing Demand per Month			
All kWh		\$0.09354 per kWh	
For All Over 300 kWh per kW Billing Demand per Month			
All kWh		\$0.07518 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.

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 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

	<u>All Months</u>	
Minimum Demand:	30 kW	
Minimum Bill	\$ 66.30	
I. Basic Facilities Charge:	\$ 94.79	
II. Demand Charge:	<u>Summer</u>	<u>Non-Summer</u>
All kW	\$ 10.42	\$ 7.04
III. Energy Charge:	<u>All Months</u>	
For the First 100 kWh per kW Billing Demand per Month		
All kWh	\$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:	<u>Summer</u>	<u>Non-Summer</u>
All kW	\$10.55	\$7.45
III. Energy Charge:	<u>All Months</u>	
For the First 100 kWh per kW Billing Demand per Month All kWh	\$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:	<u>Summer</u>	<u>Non-Summer</u>
All kW	\$10.66	\$7.43
III. Energy Charge:	<u>All Months</u>	
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:	<u>Summer</u>	<u>Non-Summer</u>
All kW	\$ 10.24	\$ 7.36
III. Energy Charge:	<u>All Months</u>	
For the First 100 kWh per kW Billing Demand per Month All kWh	\$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 Pole	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):

	<u>Variable</u>
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: $\text{kWh} / (\text{kW} * 730) = \% \text{ Load Factor}$

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

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 MANGEMENT DAYS

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

EXCESS DEMAND

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

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**



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.

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.