CITY OF NEW BERN BOARD OF ALDERMEN MEETING JUNE 14, 2022 – 6:00 P.M. CITY HALL COURTROOM 300 POLLOCK STREET

- Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Alderman Best. Pledge of Allegiance.
- 2. Roll Call.
- 3. Request and Petition of Citizens.

Consent Agenda

- 4. Consider Adopting a Resolution Calling for a Public Hearing on the CAMA Land Use Plan Update.
- Consider Adopting a Resolution Calling for a Public Hearing to Annex 434 Riverside Drive.
- Consider Adopting a Resolution Calling for a Public Hearing on the 2022 CDBG Annual Action Plan.
- 7. Consider Adopting a Resolution in Support of Joining the American Flood Coalition.
- 8. Consider Adopting a Resolution Closing Streets for Duffest and Juneteenth of New Bern.
- Consider Adopting a Resolution Closing a Portion of South Front Street for the July 4th Celebration.
- 10. Approve Minutes.

- Conduct a Public Hearing and Consider Adopting an Ordinance to Rezone 3601 Neuse Boulevard.
- Conduct a Public Hearing and Consider Adopting an Ordinance to Initially Zone 3412 Old Airport Road.
- Conduct a Public Hearing and Consider Adopting an Ordinance to Initially Zone 3436 Old Airport Road.
- 14. Consider Adopting a Resolution Approving the Sale of 2502 New Bern Avenue.
- Consider Adopting a Resolution to Initiate the Upset Bid Process for 2410 Georgia Avenue.

- 16. Consider Adopting a Resolution to Initiate the Upset Bid Process for 801 Chattawka Lane.
- Consider Adopting a Resolution Approving a Memorandum of Understanding/Membership Agreement with Triangle J Council of Governments for Clean Water Education Partnership Services.
- Consider Adopting a Resolution Approving a Memorandum of Understanding with RHA Health Services, Inc.
- Consider Adopting a Resolution Approving a Water and Sewer Use Agreement for 4114 Dr. Martin Luther King, Jr. Boulevard.
- Consider Adopting a Resolution Approving a Sewer Use Agreement for 4721 Hwy. 70E.
- 21. Consider Adopting a Resolution Approving a NC Statewide Emergency Management Mutual Aid and Assistance Agreement – Revision 2021.
- Consider Adopting a Resolution Approving the Classification Pay Plan for Fiscal Year 2022-2023.
- 23. Consider Adopting an Ordinance Amending the Schedule of Fees and Charges.
- 24. Consider Adopting the Budget Ordinance for Fiscal Year 2022-23.
- 25. Consider Adopting an Ordinance to Amend and Restate the Rates for the Consumption of Electricity Applicable to Street Lighting Schedule 32-A.
- Consider Adopting an Ordinance to Amend and Restate the Rates for the Consumption of Electricity Applicable to the Introduction of Commercial/Industrial Load Profile Data Service – Schedule LPDS.
- 27. Appointment(s).
- 28. Attorney's Report.
- 29. City Manager's Report.
- 30. New Business.
- 31. Closed Session.
- 32. Adjourn.

INDIVIDUALS WITH DISABILITIES REQUIRING SPECIAL ASSISTANCE SHOULD CALL 639-2931 NO LATER THAN 3 P.M. THE DATE OF THE MEETING

Aldermen

Sabrina Bengel Jameesha Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



CITY OF NEW BERN

300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor Foster Hughes City Manager Brenda E. Blanco City Clerk Kimberly A Ostrom Director of Finance

- Memo to: Mayor and Board of Aldermen
- From: Foster Hughes, City Manager
- Date: June 10, 2022
- Re: June 14, 2022 Agenda Explanations

1. Meeting opened by Mayor Dana E. Outlaw. Prayer Coordinated by Alderman Best. Pledge of Allegiance.

2. Roll Call.

3. Request and Petition of Citizens.

This section of the agenda is titled Requests and Petitions of Citizens. This is an opportunity for public comment, and we thank you for coming to the Board of Aldermen meeting tonight to share your views. We value all citizen input.

Speaker comments are limited to a maximum of 4 minutes during the public comment period. At the conclusion of 4 minutes, each speaker shall leave the podium. Comments will be directed to the full board, not to an individual board member or staff member. Although the board is interested in hearing your comments, speakers should not expect any comments, action, or deliberation from the board on any issue raised during the public comment period.

In the board's discretion, it may refer issues to the appropriate city officials or staff for further investigation. If an organized group is present to speak on a common issue, please designate one person to present the group's comment, which shall be limited to a maximum of 4 minutes.

Consent Agenda

4. Consider Adopting a Resolution Calling for a Public Hearing on the CAMA Land Use Plan Update.

The Planning and Zoning Board held a work session on March 1, 2022 to begin work on updating the land use plan. Consultants Moffatt and Nichol have been working with staff to prepare a draft of the update. The Planning and Zoning Board was presented the draft at its June 6, 2022 and will also hold a special meeting on June 17th to review and discuss the draft plan. It is requested a public hearing be called for June 28, 2022 for the Governing Board to receive comments on the plan. A memo from Matt Schelly, Interim Director of Development Services, is attached.

5. Consider Adopting a Resolution Calling for a Public Hearing to Annex 434 Riverside Drive.

(Ward 1) Stephen and Phyllis Epperson have submitted a petition to annex the property at 434 Riverside Drive in Township 2 (Bridgeton). The property is a vacant 0.29-acre residential tract. It is requested a hearing be called for June 28, 2022 to receive comments and consider this request. A memo from Brenda Blanco, City Clerk, is attached.

Consider Adopting a Resolution Calling for a Public Hearing on the 2022 CDBG Annual Action Plan.

HUD requires Entitlement Cities to submit an annual Action Plan detailing the intended use of CDBG funding. New Bern's allocation for program year 2022 is \$269,786. Staff received public comments on March 7, 2022. Those comments about community needs have been added to the plan, along with goals intended to address priority needs. The draft plan will be available June 24, 2022 on the City's website, in the Office of Development Services, the City Clerk's office, and at the New Bern-Craven County Public Library. It is requested the Board call for a public hearing on July 12, 2022 to also receive comments. A memo from D'Aja Fulmore, Community Development Block Grant Coordinator, is attached.

Consider Adopting a Resolution in Support of Joining the American Flood Coalition.

Tony McEwen, the Carolinas Director for the American Flood Coalition, made a presentation before the Board at its May 24, 2022 meeting. He outlined the mission of the coalition and benefits of membership. The Board voiced interest in becoming a member at no cost, and the proposed resolution signifies that intent. A memo from Ms. Blanco is attached.

Consider Adopting a Resolution Closing Streets for Duffest and Juneteenth of New Bern.

(Wards 1 and 2) Organizers of Duffest and Juneteenth of New Bern have requested to close the 500-600 blocks of Third Avenue from 8 a.m. until 12 noon on June 18, 2022 and the 1000-1200 blocks of Broad Street and 500-600 blocks of Roundtree Street from 8 a.m. until 6 p.m. A rain date has not been provided. A memo from Kari Warren, Interim Director of Parks and Recreation, is attached.

Consider Adopting a Resolution Closing a Portion of South Front Street for the July 4th Celebration.

The Department of Parks and Recreation seeks to close to vehicular traffic the portion of South Front Street by Palace Point Commons from 8:30 to 9:30 p.m. on July 4, 2022. This will accommodate spectators in that area to view the July 4th fireworks. A memo from Mrs. Warren is attached.

10. Approve Minutes.

Draft minutes from the May 24, 2022 regular meeting are provided for review and approval.

11. Conduct a Public Hearing and Consider Adopting an Ordinance to Rezone 3601 Neuse Boulevard.

(Ward 4) Boa Nguyen, the owner of 3601 Neuse Boulevard, has requested to rezone the 0.76-parcel from C-4 neighborhood business district and R-6 residential split zoning to C-3 commercial district. The Planning and Zoning Board unanimously approved the request at its May 3, 2022 meeting. After conducting the public hearing and reviewing whether the requested zoning is more appropriate, the Board is asked to consider the proposed ordinance. A memo from Mr. Schelly is attached.

Conduct a Public Hearing and Consider Adopting an Ordinance to Initially Zone 3412 Old Airport Road.

(Ward 3) The initial zoning needs to be established for 3412 Old Airport Road, which was annexed into the City on April 27, 2021 upon petition of the property owner. Staff and the owner are requesting the property be zoned R-8 residential, which is consistent with the character of adjacent land uses and zoning classifications. After conducting a public hearing, the Board is asked to consider an ordinance establishing this zoning designation. A memo from Mr. Schelly is attached.

Conduct a Public Hearing and Consider Adopting an Ordinance to Initially Zone 3436 Old Airport Road.

(Ward 3) After receiving a petition for annexation, the Board adopted an ordinance on February 22, 2022 to annex 3436 Old Airport Road. The initial zoning for the property needs to be established. Staff and the property owner are requesting the property be zoned R-8 residential, which is consistent with the character of adjacent land uses and zoning classifications. After conducting a public hearing, the Board is asked to consider an ordinance establishing this zoning designation. A memo from Mr. Schelly is attached.

14. Consider Adopting a Resolution Approving the Sale of 2502 New Bern Avenue.

(Ward 2) Lorenza Grist submitted a bid of \$5,000 for the purchase of 2502 New Bern Avenue. The bid was advertised, but no upset bids received. The parcel is a vacant 0.107-acre parcel, and the bid represents the full tax value. If the sale is approved, after reimbursing the City for the cost of advertising, the City will receive approximately \$757.54 and the County will receive approximately \$4,242.46 from the proceeds. A memo from Ms. Blanco is attached.

15. Consider Adopting a Resolution to Initiate the Upset Bid Process for 2410 Georgia Avenue.

(Ward 5) Jimmy McGowan has submitted an offer of \$8,000 for 2410 Georgia Avenue. The vacant 0.34-acre parcel has a tax value of \$15,620, and the offer represents more than 50% of the value. The property was acquired jointly by the City and County in 2018 through tax foreclosure. The unpaid taxes due to Craven County at that time, including interest, penalties and costs, was \$2,203.83. Unpaid taxes, interest and penalties due to the City was \$6,685.95. A memo from Ms. Blanco is attached along with a copy of the offer to purchase, tax card, and a map and pictures of the property.

Consider Adopting a Resolution to Initiate the Upset Bid Process for 801 Chattawka Lane.

(Ward 2) Black Bear Real Estate has offered to purchase 801 Chattawka Lane for \$12,000. The vacant 0.34-acre parcel has a tax value of \$15,000, and the offer represents more than 50% of that value. The property was acquired by the City and County through tax foreclosure in 2019. It is estimated if the property is sold for the initial bid that the County will receive \$3,655.21 and the City \$8,344.79 from the proceeds. A memo from Ms. Blanco is attached along with a copy of the offer to purchase, tax card, and a map and pictures of the property.

17. Consider Adopting a Resolution Approving a Memorandum of Understanding/Membership Agreement with Triangle J Council of Governments for Clean Water Education Partnership Services.

(All wards) In 2001, the City began its stormwater program to comply with state and federal requirements under the Municipal Separate Storm Sewer System program. Since the program's inception, the City has utilized the Clean Water Education Partnership to assist with meeting the public education and outreach requirements under the MS4 permit. The cost of this service is shared among participating local governments and is based on population. New Bern's cost share is currently \$3,281 annually. A memo from Al Cablay, Director of Public Works, is attached.

18. Consider Adopting a Resolution Approving a Memorandum of Understanding with RHA Health Services, Inc.

The New Bern Police Department has partnered with RHA Health Services to add the mental health profession to its response protocols. Both entities can respond to persons in crisis in an attempt to divert them from the criminal justice system to the more appropriate mental health system. Through early identification and intervention, this program will hopefully minimize the need to arrest persons in crisis due to behavioral health or intellectual and development disabilities. The program is funded through RHA. A memo from Police Chief Patrick Gallagher is attached.

19. Consider Adopting a Resolution Approving a Water and Sewer Use Agreement for 4114 Dr. Martin Luther King, Jr. Boulevard.

(Ward 6) The Proximity New Bern, LLC is proposing to develop a 288-unit apartment complex at 4114 Dr, MLK Jr. Boulevard. The proposed development will include 474 bedrooms with a calculated average water and sewer demand of 72,480 gallons per day ("GPD"). To facilitate the development, a minor extension of the City's water distribution system and sewer collection system will be installed by the developer. Section 74-74 of the City's ordinances provides that any development requesting more than 15,000 GPD of water and sewer capacity shall enter into a written water and sewer use agreement to outline the roles and responsibilities of both parties in establishing service. A memo from Jordan Hughes, City Engineer, is attached.

20. Consider Adopting a Resolution Approving a Sewer Use Agreement for 4721 Hwy. 70E.

Kevin Carr, owner of 4721 Highway 70E, has requested to connect to the City's sewer system. The owner is planning to build a medical clinic on the property, which is currently outside of the city limits. The proposed commercial use will have a calculated average sewer demand of 500 gallons per day, which would require a standard sewer service connection. Section 74-74 of the City's ordinances provides that a written sewer use agreement be entered into to outline the roles and responsibilities of both parties in establishing service. A memo from Mr. Hughes is attached.

21. Consider Adopting a Resolution Approving a NC Statewide Emergency Management Mutual Aid and Assistance Agreement – Revision 2021.

The last statewide mutual aid agreement was revised in 2021 and approved by the Governing Board on August 10, 2021. The State has requested that the agreement be updated annually. There are no changes in the agreement or the City's designated representatives. The agreement meets FEMA's requirements for local governments giving or receiving help in the event of a declared disaster. It also helps to speed up the process when applying for FEMA reimbursement.

Consider Adopting a Resolution Approving the Classification Pay Plan for Fiscal Year 2022-2023.

Annually, the Board adopts a Classification Pay Plan for the upcoming fiscal year. The Board is asked to consider a resolution approving the plan for FY23, which increases each salary range by 2.5%. A memo from Sonya Hayes, Director of Human Resources, is attached.

23. Consider Adopting an Ordinance Amending the Schedule of Fees and Charges.

As part of the budget process, the Board annually adopts an Amended Schedule of Fees and Charges to, in part, identify in one place all the fees charged by the City. The fees identified in the schedule are included in the revenue projections for Fiscal Year 2022-23 and will be effective July 1, 2022. A memo from Kim Ostrom, Director of Finance, is attached. A redlined version of the schedule is also provided to easily identify the changes.

24. Consider Adopting the Budget Ordinance for Fiscal Year 2022-23.

The City Manager presented the proposed budget to the Board on May 10, 2022. A public hearing was conducted on May 24, 2022, although no comments were received. The Board voted at that meeting to not receive a 7% increase; thus, the increase has been removed from the budget. A memo from Mrs. Ostrom is attached.

25. Consider Adopting an Ordinance to Amend and Restate the Rates for the Consumption of Electricity Applicable to Street Lighting Schedule 32-A.

The lighting products referenced in Schedule 32-A of the City's electric rate schedule have become obsolete and are no longer available. LED lights are now being used for both new installations and replacement of the obsolete products. The electric rate schedule needs to be amended to reflect a retail rate for the LED products. The City of New Bern is the only customer impacted by this rate. The departments of Public Utilities–Electric and Public Works have budgeted

appropriately for the change in rate. A memo from Charlie Bauschard, Director of Utilities, is attached.

26. Consider Adopting an Ordinance to Amend and Restate the Rates for the Consumption of Electricity Applicable to the Introduction of Commercial/Industrial Load Profile Data Service – Schedule LPDS.

Using the advanced metering system, staff has developed a solution to provide commercial and industrial customers a web-based portal to view, trend, and analyze their electric meter data. As a result, a meter data service is now available to those customers for a monthly fee. A rate has been established to meet the cost of this service. The service is not presently offered to residential customers. A memo from Mr. Bauschard is attached.

27. Appointment(s).

- a) Mayor Outlaw is asked to consider reappointing Tripp Eure to the Historic Preservation Commission or make a new appointment to serve a three-year term. Mr. Eure's term will expire on June 30, 2022.
- b) Alderman Bengel is asked to consider reappointing Ellen Sheridan to the Historic Preservation Commission or make a new appointment to serve a threeyear term. Ms. Sheridan's term will expire on June 30, 2022.
- c) Alderman Aster is asked to consider reappointing Jim Bisbee to the Historic Preservation Commission or make a new appointment to serve a three-year term. Mr. Bisbee's term will expire on June 30, 2022.
- d) Alderman Aster is asked to consider reappointing Peggy Broadway to the Historic Preservation Commission or make a new appointment to serve a threeyear term. Ms. Broadway's term will expire on June 30, 2022. This is a rotating appointment among the Mayor and Aldermen, and Alderman Aster is next in the rotation.
- e) Alderman Bengel is asked to consider reappointing Travis Oakley to the Planning and Zoning Board or make a new appointment to serve a three-year term. Mr. Oakley's term will expire on June 30, 2022.
- f) Alderman Best is asked to consider reappointing Marcus Simmons to the Historic Preservation Commission or make a new appointment to serve a threeyear term. Mr. Simmons' term will expire on June 30, 2022.
- g) Mayor Outlaw is asked to consider reappointing Anne Schout to the Planning and Zoning Board or make a new appointment to serve a three-year term. Mrs. Schout's term will expire on June 30, 2022.
- h) Alderwoman Harris is asked to make an appointment to the Police Civil Service Board to fill the seat held by Kevin Rock. Mr. Rock's term will expire on June 30, 2022, and appointees to this Board are ineligible to serve consecutive terms.

28. Attorney's Report.

- 29. City Manager's Report.
- 30. New Business.

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28. Attorney's Report.

- 29. City Manager's Report.
- 30. New Business.

31. Closed Session.

32. Adjourn.

INDIVIDUALS WITH DISABILITIES REQUIRING SPECIAL ASSISTANCE SHOULD CALL 639-2931 NO LATER THAN 3 P.M. THE DATE OF THE MEETING

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting a Resolution Calling for a Public Hearing on the City of New Bern Land Use Plan Update.

Date of Meeting: 6/14/2022	Ward # if applicable: All	
Department: Development Services	Person Submitting Item: Matt Schelly, Interim Director of Development Services	
Call for Public Hearing: ⊠Yes□No	Date of Public Hearing: 6/28/2022	

Explanation of Item:	Consider Adopting a Resolution Calling for a Public Hearing on the Land Use Plan update. Consultants Moffat and Nichol are preparing the final draft of the Land Use Plan.
Actions Needed by Board:	Adopt Resolution
Backup Attached:	Memo, Resolution

Is item time sensitive? Yes No	
Will there be advocates/opponents at the meeting? \Box Yes \Box No	

Cost of Agenda Item:

If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? \Box Yes \Box No

Additional Notes:



303 First Street, P.O. Box 1129 New Bern, NC 28563 (252)639-7587

MEMORANDUM

TO: Mayor Dana Outlaw, City of New Bern Board of Aldermen

FROM: Matt Schelly, Interim Director Development Services

DATE: June 3, 2022

SUBJECT: Consider Adopting a Resolution Calling for a Public Hearing on the City of New Bern Land Use Plan Update.

Consultants Moffatt and Nichol have been working with staff to prepare a Draft of the Land Use Plan Update, this draft will be presented to the Board of Aldermen at the June 28, 2022, meeting for consideration and adoption.

The Planning and Zoning Board held a work session on March 1, 2022, to kick-off the City of New Bern Land Use Plan Update. The Planning and Zoning Board will be presented with the Draft Land Use Plan at their June 6, 2022, meeting before being presented to the Board of Aldermen.

Please contact Matt Schelly at 639-7583 should you have questions or need additional information.

RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN

WHEREAS the Board of Aldermen of the City of New Bern desires to call for a public hearing to receive public comments on the City of New Bern Land Use Plan Update.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That a public hearing will be conducted by the Board of Aldermen of the City of New Bern at 6:00 PM on Tuesday, June 28, 2022 in the City Hall Courtroom, or as soon thereafter as the matter may be reached, in order that all interested parties may be given an opportunity to be heard on a request to hold a public hearing on the City of New Bern Land Use Plan Update.

ADOPTED THIS THE 14th DAY OF JUNE 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

City of New Bern

Land Use Plan Update

June 2022 - DRAFT

1 INTRODUCTION

2 COMMUNITY PROFILE

- 2.1 Geographic Profile
- 2.2 Populations and Demographic Profile
- 2.3 Housing Profile
- 2.4 Regional and Local Economy
- 2.5 New Bern/Craven County Heritage Tourism Value

3 EXISTING CONDITIONS

- 3.1 Issues and Opportunities
- 3.2 Current Land Use
- 3.3 Employment
- 3.4 Existing Infrastructure

4 ANALYSIS

- 4.1 Focus Areas
- 4.2 Developable Land
- 4.3 Suitability for Development
- 4.4 Policy Recommendations

6 KEY TAKEAWAYS AND CONCLUSION

6 APPENDIX



1 INTRODUCTION

New Bern, North Carolina is a small but historic city in eastern North Carolina. As the county seat of Craven County and namesake of a designated Metropolitan Statistical Area, New Bern is the principal city of the region, despite only having a population of approximately 31,000. The City of New Bern sits at the confluence of the Neuse and Trent Rivers and is only of the oldest European colonial settlements in the state. Despite having over 300 years of history, perhaps the City's greatest claim to fame is as the birthplace of Pepsi.

The City of New Bern last commissioned a Land Use Plan in August 2010 in conjunction with the adjacent communities of River Bend and Trent Woods. This Land Use Plan was completed under the requirements of the Coastal Area Management Act (CAMA).

For this Land Use Plan Update, Moffatt & Nichol (M&N) will prepare a partial update of the 2010 Regional Land Use Plan, focusing on key locations requiring update and preservation to meet the community's need. This update will comply with the recently enacted Chapter 160D of the North Carolina General Statutes. This report is intended to provide a concentrated review of key areas and zones requiring a closer look as to the suitability of the present land use program for each focus zone.

Chapter 160D, also known as "Local Planning and Development Regulation" was enacted in 2020 and came into effect in July of 2021, unifying and simplifying older regulations under one singular act. Article 5 of Chapter 160D addresses both Comprehensive Plans and Land Use Plans, the latter being the focus of this report. Differing from CAMA Land Use Plans (as stipulated in the CAMA regulations), Chapter 160D enumerates ten contents required for Land Use Plans, including:

 Issues and opportunities facing the local government, including consideration of trends, values expressed by citizens, community vision, and guiding principles for growth and development.



- 2. The pattern of desired growth and development and civic design, including the location, distribution, and characteristics of future land uses, urban form, utilities, and transportation networks.
- 3. Employment opportunities, economic development, and community development.
- 4. Acceptable levels of public services and infrastructure to support development, including water, waste disposal, utilities, emergency services, transportation, education, recreation, community facilities, and other public services, including plans and policies for provision of and financing for public infrastructure.
- 5. Housing with a range of types and affordability to accommodate persons and households of all types and income levels.
- 6. Recreation and open spaces.
- 7. Mitigation of natural hazards such as flooding, winds, wildfires, and unstable lands.



- 8. Protection of the environment and natural resources, including agricultural resources, mineral resources, and water and air quality.
- 9. Protection of significant architectural, scenic, cultural, historical, or archaeological resources.
- 10. Analysis and evaluation of implementation measures, including regulations, public investments, and educational programs.

The key findings of this study are two-fold. The first is to evaluate the suitability of the Focus Areas for their intended future growth and development, and the second is to recommend, if any, alternative policies and/or locations to focus on.



2 COMMUNITY PROFILE

This section describes the community's setting, history and development, demographic mix, economic, base, cultural activities, and housing opportunities.

2.1 Geographic Profile

The City of New Bern is located in the "Inner Banks" area of the eastern part of North Carolina near the Atlantic Coast at the confluence of the Neuse and Trent Rivers. New Bern is the principal city of the New Bern Metropolitan Statistical Area, the 325th largest in the United States, and holds about a quarter of its roughly 120,000 residents. New Bern has a total land area of 28.28 square miles and a total water area of 1.49 square miles.



New Bern is the second oldest colonial town in North Carolina and thrived on its waterfront location as a trade center. In its earliest years, the City's economy depended on its status as the first capital of the Colony of North Carolina and the seat of Craven County. Original plans for the City incorporated broad streets with adequate space between homes and principal streets along the banks of the two rivers. Much of this scheme still survives today with New Bern's atmosphere, scale, and ambiance still intact.

2.2 Population and Demographic Profile

The City of New Bern's population has increased steadily since 1980. In 2000, the City had 10,006 households, which increased by 27.4% to 12,746 households by



2010. The 2019 American Community Survey (ACS) five-year estimate was a total population of 29,895 with 15, 793 households. Less than one-fifth of all owner-occupied housing units were constructed prior to 1950, with over one-half constructed between 1950 and 1999. In the past twenty years, nearly one-third of the existing housing stock was built. The ACS data indicates 13,757 occupied housing units (87.1%) and 2,036 vacant units (12.9%). Of those occupied units, 53% are owner-occupied and 47% are rental units (49.4%). The ACS data shows 2,069 vacant housing units (appx. 13.7%), a rate higher than that of Craven County at 12.7%, but lower than the statewide rate of 14.3%. The median home value in 2015 was \$147,400 and the median rent was \$623 monthly.

The City of New Bern had a population of 31,291 at the time of the 2020 Census, a 5.98% increase since 2010, slower than that of the State, which grew 9.5% in this time frame, but ahead of Craven County which lost 2.69%. New Bern had a population density of 1,051 people per square mile. The age distribution was 21.3% under the age of 18, 56% age 18 to 64, and 22.7% who were 65 years or older. The median age was 40.7 years old, which compared to the state's median age of 38.9. At the time of the 2020 Census, 52.5% of New Bern residents identified as female. Additionally, the 2020 Census showed that the median income in New Bern was \$28,593 for individuals and \$43,204 for households, as compared to the State which was \$30,106 and \$56,642 respectively.

Major employers in the area include MCAS Cherry Point, a large Marine base located 18 miles south of New Bern; Carolina East Health, a large regional hospital; and manufacturers, including Moen and Bosch. Similarly, retirees are attracted to the area from outside the state, resulting in a 4% increase in out-of-state residents annually since 2013.

Median household income is \$43,406 with a poverty rate above 18.7%. Racial and ethnic demographics indicate a white alone population of 55.23% and an African American or Black population of 26.46%. Asians constitute 6.5% with the remainder being multi-racial or some other race alone.



7

Race	Number	Percentage
White (non- Hispanic)	17,281	55.23%
Black or African American (non- Hispanic)	8,282	26.46%
Native American	86	0.27%
Asian	2,035	6.5%
Pacific Islander	23	0.07%
Other/Mixed	1,483	4.74%
Hispanic or Latino	2,102	6.72%

2020 Census - New Bern Racial Composition

Source: Wikipedia

With an increasing diversity in educational, economic, cultural, and ethnic backgrounds and values among New Bern's populace, city leaders understand the need to work closely with civic, business, educational, and social service organizations to meet the needs of underserved families in the City. Many of whom live, work, worship, and educate in the areas most impacted by flooding disasters and the increased threat of sea level rise.

Located at the confluence of the Trent and Neuse Rivers in Eastern North Carolina, the New Bern community was devastated by Hurricane Florence in September 2018. Approximately 4,325 homes and 300 businesses in and around the city were damaged. About 260 of these structures are in two of the City's locally designated historic districts and listed on the National Register of Historic Places (NRHP). A considerable number of homes that were affected are in the City's most vulnerable neighborhoods, where 36% of the population lives at or below the poverty level. Total damage estimates were close to \$100 million for this single event.

The unprecedented 11'+ storm surge affected the homes and businesses of the City's wealthiest residents, as well as those living in its poorest communities,



revealing the City's vulnerability to flooding and water intrusion. Although comprised of different populations with varying socio-economic backgrounds, buildings, and structures, each of New Bern's neighborhoods desire to adapt to the increasing frequency and strength of dangerous storm events.

2.3 Housing Profile

At the time of the 2020 Census, New Bern had 15,655 housing units and 13,666 households, roughly a quarter of all those in Craven County. The median home value was \$160,500 with a 56.9% rate of homeownership.

2.4 Regional and Local Economy

The City of New Bern's status as a colonial capital reflects the importance of heritage in eastern North Carolina. North Carolina's oldest continuous settlement, Bath (1705), is located just an hour northeast of New Bern. The region's historic reputation as a major supplier of naval stores, then cotton, and later tobacco represents its continuing role as a productive agricultural region and one that provides necessary commodities to inland areas of the state still today.

The region's economy has diversified to include the defense sector (four military bases and contracting firms), value-added agriculture (including food and beverage), aerospace, life science and health care, advanced manufacturing (motor vehicle assembly and parts manufacturing, large appliances, industrial machinery, etc.) and tourism. These are critical industries to the City of New Bern's economic health.

According to the most recent economic study in 2019, visitors to Craven County spent \$155 million, an increase of 4.3% from 2018, directly sustaining more than 1,180 jobs in the county. Total payroll generated by tourism was \$31.6 million and local tax revenue generated by sales and property taxes from travel related businesses was \$3.38 million.

2.5 New Bern/Craven County Heritage Tourism Value



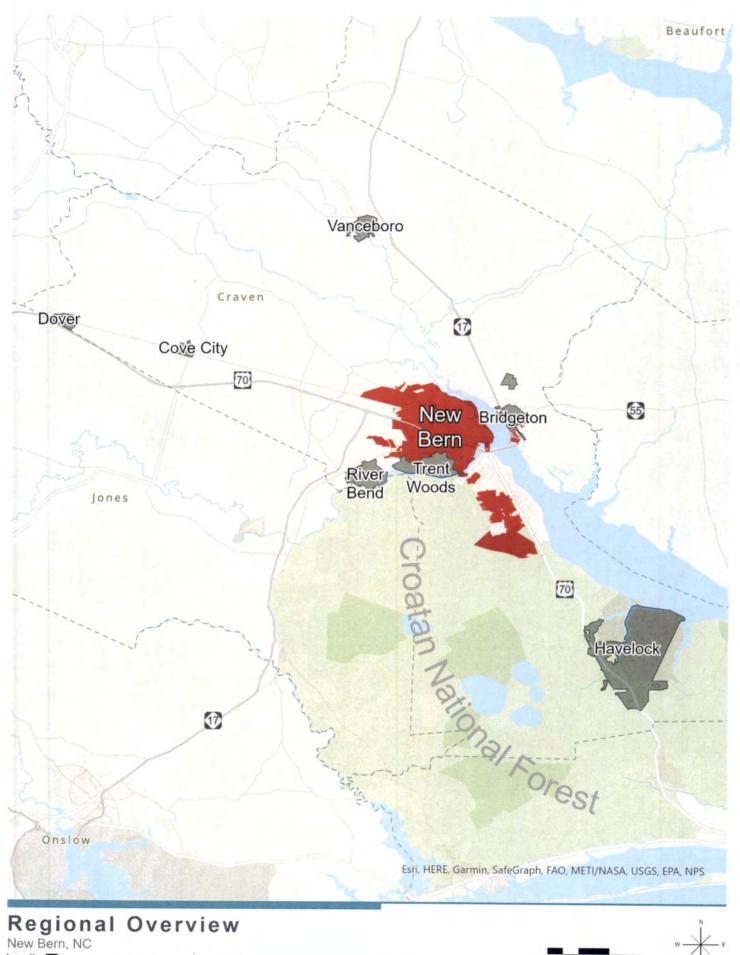
The National Trust for Historic Preservation (NTHP) defines heritage tourism as "traveling to experience the places, artifacts, and activities that authentically represent the stories and people of the past and present. It includes visitation to cultural, historic, and natural resources." Heritage tourism is one of the fastest-growing segments in the tourism industry, equating to \$171 billion in annual spending.

The City of New Bern promotes the heritage travel experience with its downtown National Register of Historic Places district, home to the birthplace of Pepsi and bestselling novelist and screenwriter Nicholas Sparks, and the state-owned reconstructed colonial governor's mansion, Tryon Palace. But with Hurricane Florence devastating downtown and other prime heritage destinations in 2018, and the more recent closures forced by the pandemic, visitation to historic New Bern declined. But the understood value of the City's cultural heritage to the local economy has supported the creation of new heritage experiences for visitors. While Tryon Palace continues to draw a significant number of visitors to the area, other cultural heritage experiences have increased visitor awareness of New Bern's historical past.

Ensuring communities "build back better" post-disaster includes not only improving the physical resilience of a community's heritage, but also its economic and cultural resilience. Telling the stories of place and people through community-based history tours is an essential tool in the disaster resilience toolkit. It establishes community value for significant places and encourages residents to be proactive in protecting and preserving the City's cultural and historical assets.



10



6 Miles

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1 2

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3 EXISTING CONDITIONS

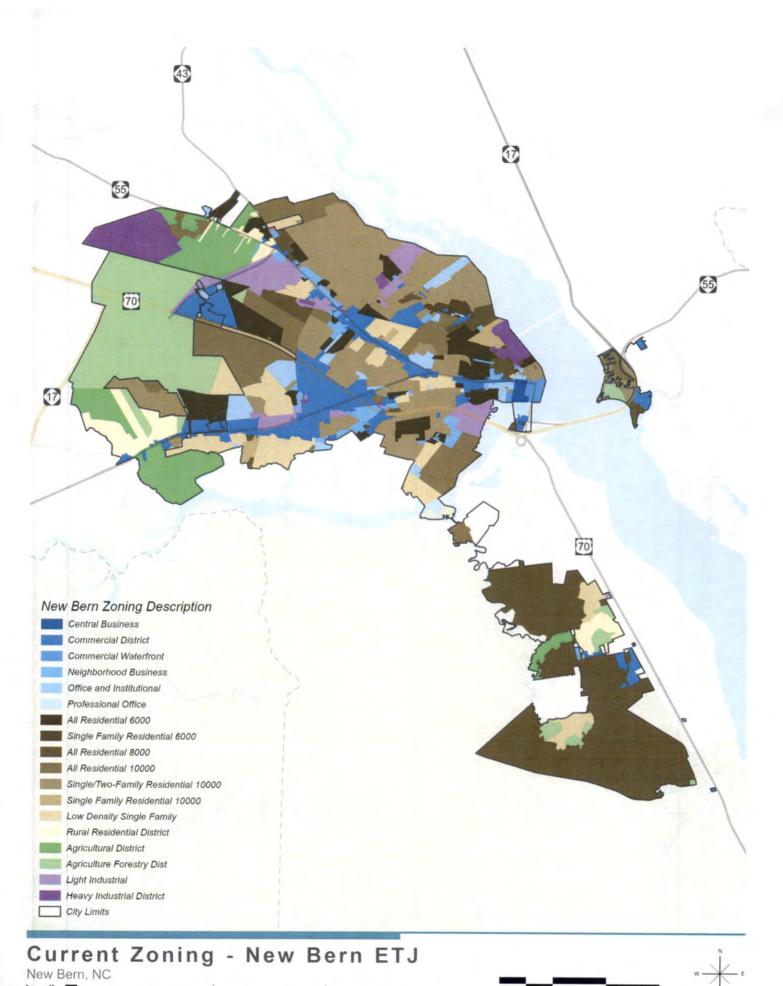
3.1 Issues and Opportunities

While New Bern is a growing community, the City's rate of growth is dwarfed by that of the State of North Carolina. Because of this disparity, New Bern is missing out on what could be their share of increased tax revenues and development investment that many nearby communities are experiencing.

3.2 Zoning

Like most American cities, outside of the historic downtown, New Bern is a relatively sprawling, low density city. The zoning is largely single-use, and despite some recent changes to allow for some moderately denser development, building permit records show that the overwhelming majority of new construction in the city is for single-family residential.





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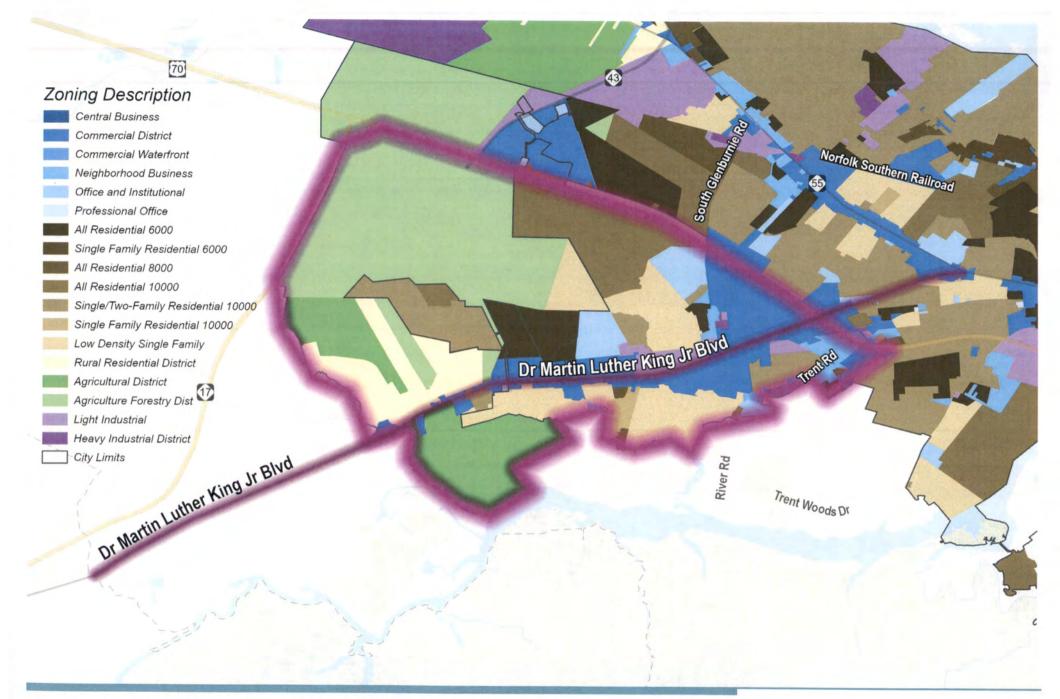
05.31.2022

Land Use Plan

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3 Miles

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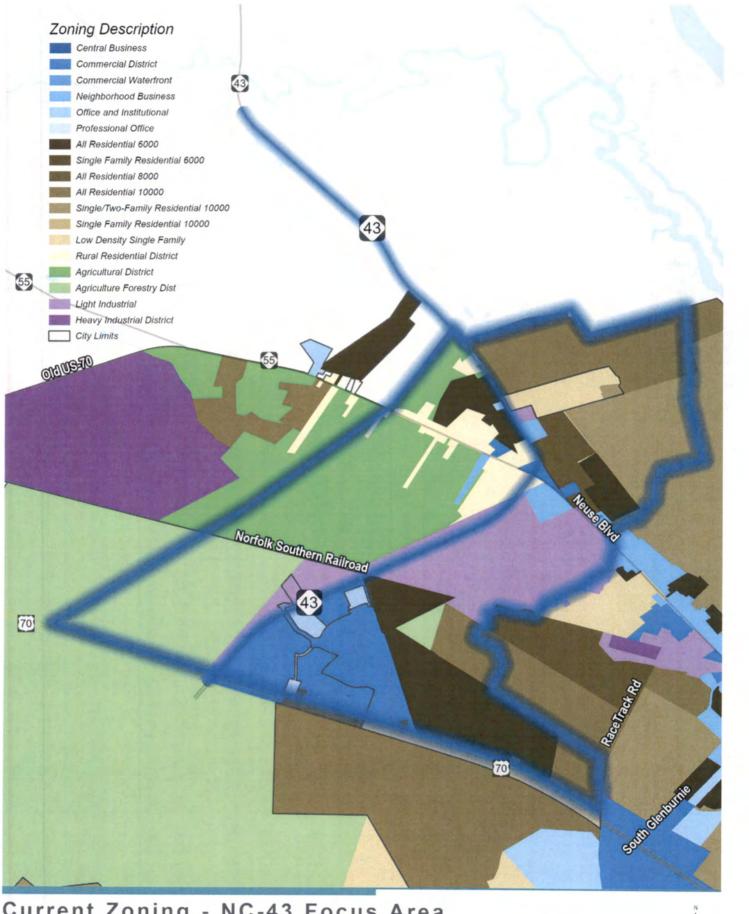
CURRENT ZONING - MLK BLVD FOCUS AREA



moffatt & nichol

LAND USE PLAN





Current Zoning - NC-43 Focus Area New Bern, NC



moffatt & nichol

05.31.2022

Land Use Plan

0 1,000 2,000 3,000 Feet

Zoning Description

Central Business **Commercial District Commercial Waterfront** Neighborhood Business Office and Institutional **Professional Office** All Residential 6000 Single Family Residential 6000 All Residential 8000 All Residential 10000 Single/Two-Family Residential 10000 Single Family Residential 10000 Low Density Single Family **Rural Residential District** Agricultural District Agriculture Forestry District Light Industrial Heavy Industrial District City Limits

1,000 2,000 3,000 Feet

0

70

Current Zoning - US-70 Focus Area

moffatt & nichol

05.31.2022

Mponto

Land Use Plan

County Line Rd

70

3.3 Current Land Use

Within the City of New Bern, the predominant land use is residential (22.32%), followed by vacant residential (18.99%), and agriculture (10.58%). Error! Reference s ource not found.Existing land use patterns, as of June 2022 for the vast majority of New Bern, are provided below in Table X.

Category	Acres	% Total
Agriculture	2205	10.58%
Vacant Agriculture	16	0.08%
Use Value	1834	8.80%
Commercial	1623	7.79%
Vacant Commercial	1247	5.98%
Industrial	1236	5.93%
Vacant Industrial	64	0.31%
Residential	4650	22.32%
Vacant Residential	3956	18.99%
Recreation	916	4.40%
Utility	1000	4.80%
Vacant Wetland	137	0.65%
Government / Services	1683	8.08%
Vacant Government / Services	111	0.53%
Other	156	0.75%
Total	20,836	100.0%

Table x. New Bern Current Land Use Category

Source:

Additionally, the percentage of these land use categories are detailed in the map below.

Source:



Land Use By Property Parcel

70

1

Dr Martin



Current Land Use New Bern, NC

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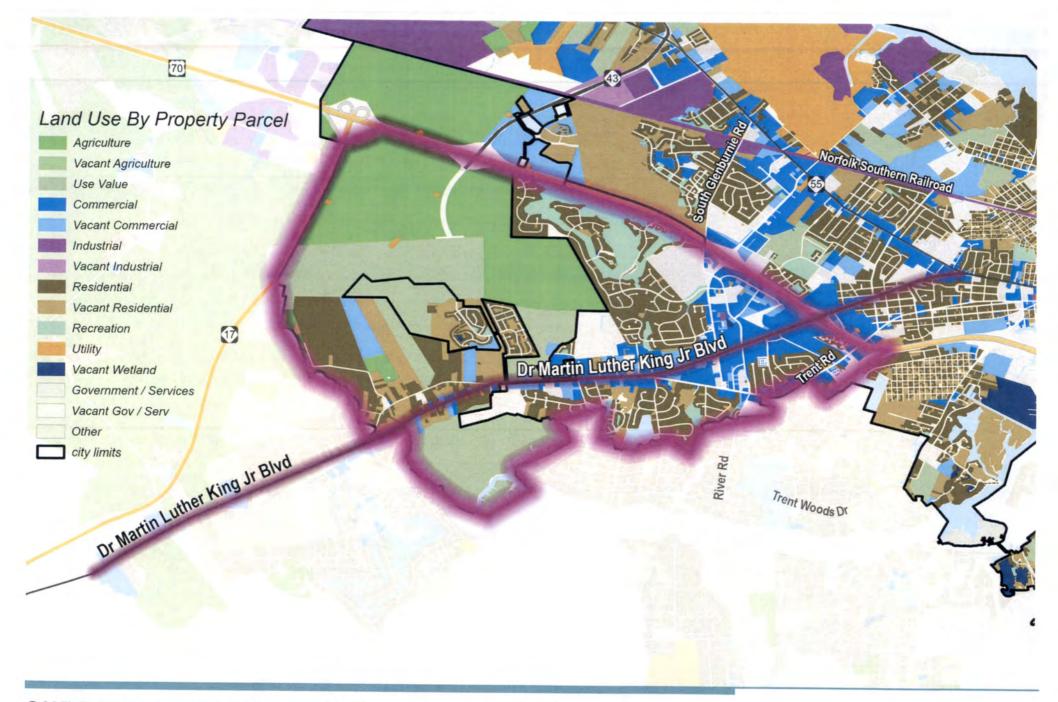
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Land Use Plan





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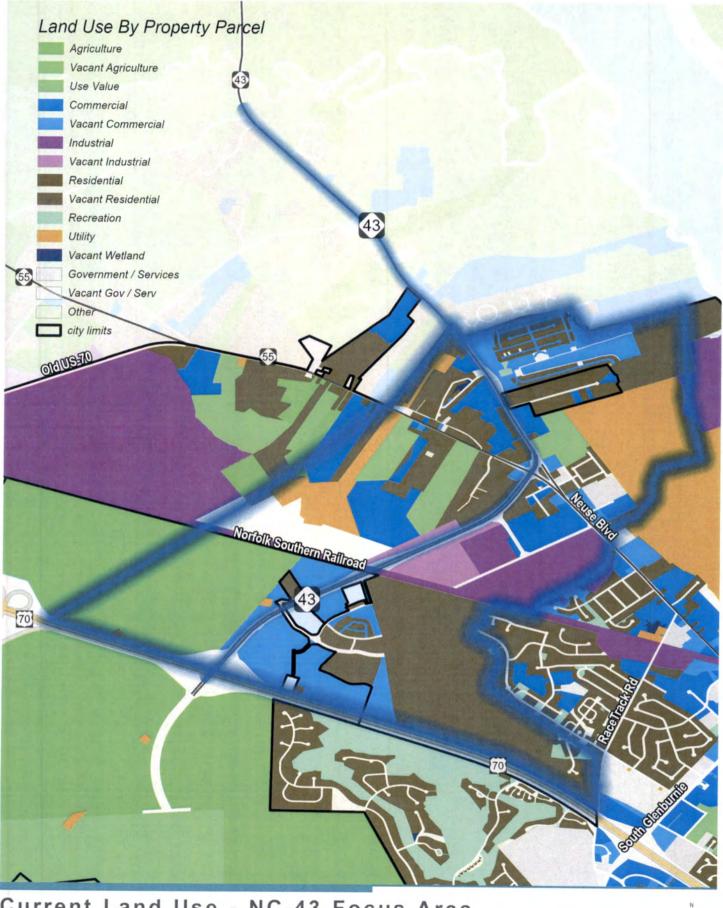


CURRENT LAND USE - MLK BLVD FOCUS AREA



LAND USE PLAN



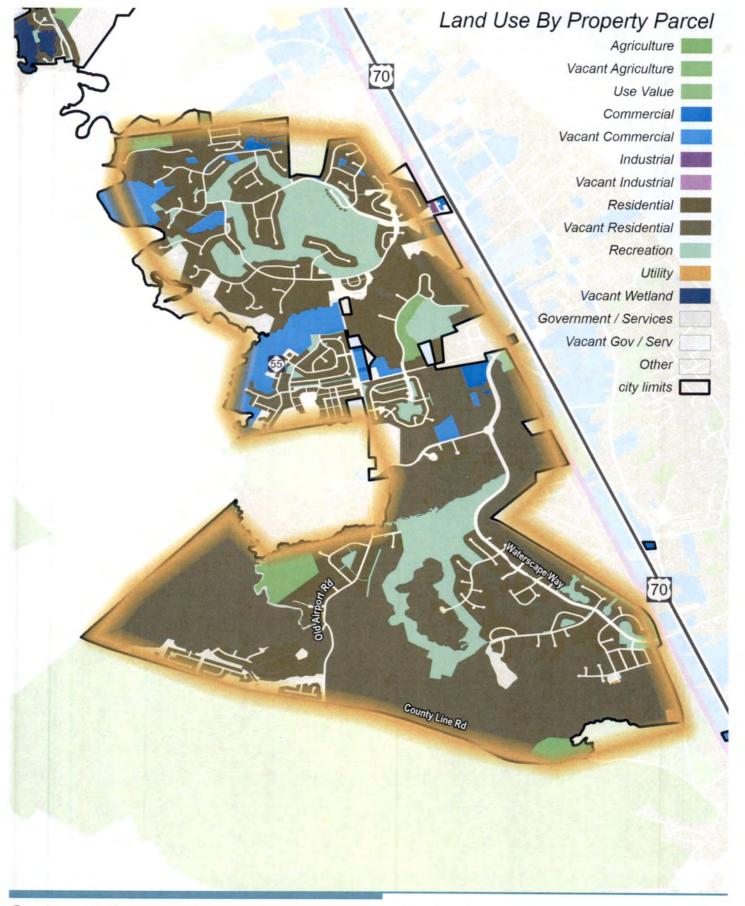


Current Land Use - NC-43 Focus Area New Bern, NC



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Current Land Use - US-70 Focus Area New Bern, NC



moffatt & nichol

05.31.2022

Land Use Plan

3.4 Employment

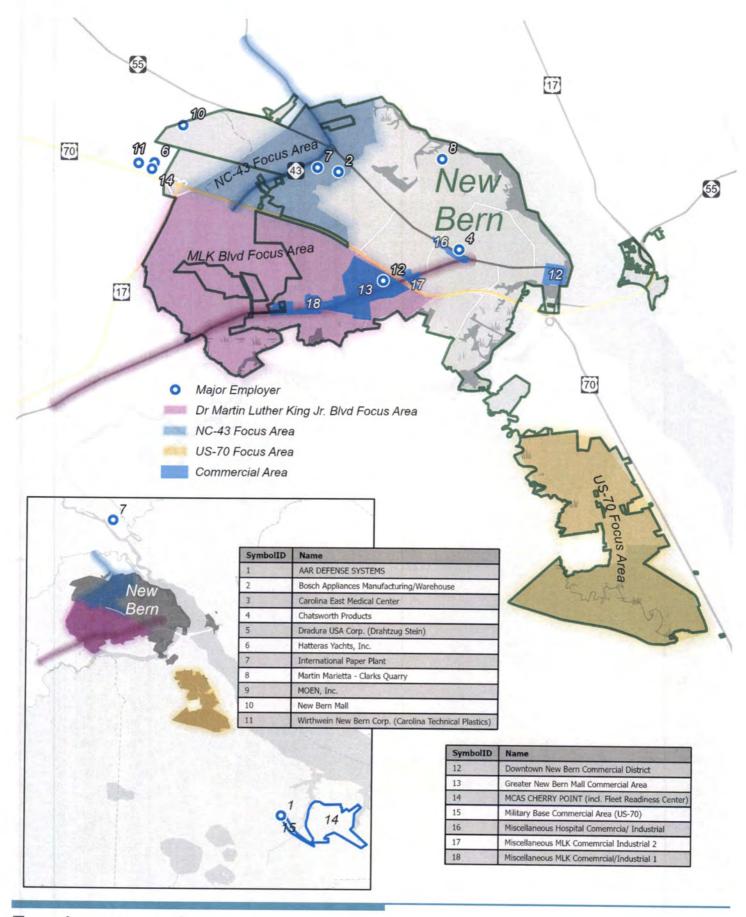
Employment opportunities in New Bern have considerable room for improvement when compared to state and even national levels. New Bern's income per capita is \$24,062,19% lower than the national average. The median household income is \$41,970, 24% lower than the national average. Male median earnings are \$30,873, 41% higher than female median earnings. The unemployment rate is 6.1%, which is 31% higher than the national average. The poverty level is 19.1%, which is 27% higher than the national average. Table X provides the City of New Bern's current workforce trends.

Index	New Bern	North Carolina	National
Income per capita	\$24,062	\$26,779	\$29,829
Median household income	\$41,970	\$48,256	\$55,322
Median income owner occupied	\$54,706	\$61,102	\$70,586
Median income renter occupied	\$26,718	\$31,027	\$35,192
Median earnings male	\$30,873	\$32,737	\$36,919
Median earnings female	\$23,335	\$25,062	\$26,250
Unemployment rate	6.1%	5.1%	4.7%
Poverty level	19.1%	16.8%	15.1%

Table x. New Bern Current Workforce Trends

Source: <u>New Bern, NC Employment - Median Household Income, Unemployment Rate</u> (areavibes.com)





Employment Centers New Bern, NC

moffatt & nichol



3.5 Public Transportation

The Atlantic and East Coast Railway provided passenger train service through New Bern to Morehead City and Goldsboro, where connections were timed to align with the Southern Railway's trains to central and western North Carolina. Service was terminated by the end of 1951.

Major roads passing through New Bern include the north-south route U.S. Route 17 and the east-west U.S. Route 70.

The Craven Area Rural Transit System (CARTS) began service in July 1980, when it was known as the Craven County Department of Transportation. CARTS has served Craven, Pamlico, and Jones County riders via the Red and Yellow Loops for approximately five years and only offers rural senior and disabled transportation on demand. As of late 2021, New Bern's public transportation system began Omnibus, which offers more routes and stops for riders on three fixed routes: orange, blue, and green. All trips operate Monday through Friday and weekend services may be offered in the future. The orange route will focus on educational and recreational stops. such as Tryon Palace History Center, the VOLT Center, Craven Community College, the Public Library, and



Convention Center. The blue route focuses on medical needs, such as New Bern Older Adult Housing, Religious Community Services, CarolinaEast Medical Center and Complete Dental. The green route will connect riders to employment and retail centers

within the New Bern area. These destinations include Walmart Supercenter,



Target, Walmart neighborhood, and the Board of Education and City Hall. In 2019, 63,000

residents used CARTS. Since then, there has been a steady increase in ridership for employment and education.



4 ANALYSIS

4.1 Focus Areas

For the update of the Comprehensive Land Use Plan, three "Focus Areas" for future growth and development were identified. These "Focus Areas" are a blend of what was previously identified in the Land Use Plan as well as viewing recent development data released by the City over the last several years. While these "Focus Areas" are loosely defined, they generally defined as the following:

4.1.1 Martin Luther King Jr. Boulevard Focus Area

This area encompasses the land around Martin Luther King Jr. Boulevard corridor from it's branching off from Neuse Boulevard and Broad Street to the intersection of Tuscarora Rhems Road in the New Bern ETJ, bound by US-70 in the north and the town of River Bend in the South.

4.1.2 NC-43 Focus Area

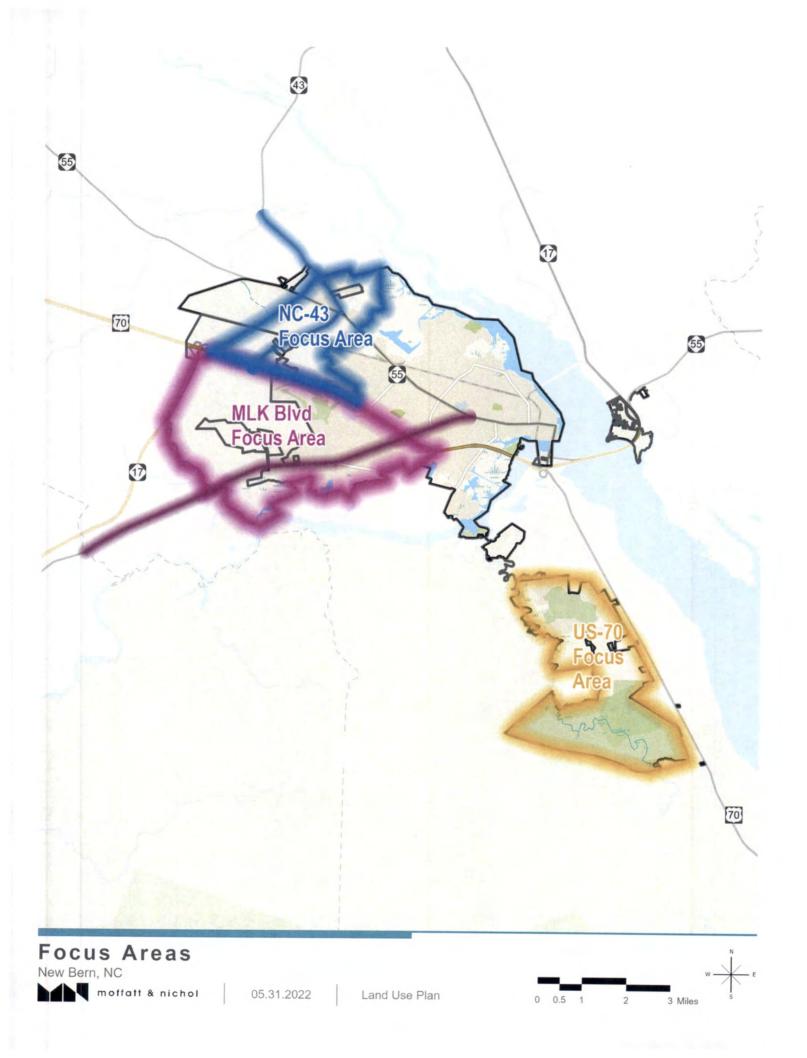
This area encompasses the land around the NC-43 (Washington Post Road) corridor from the interchange at US-17 to roughly north of the City proper in the New Bern ETJ.

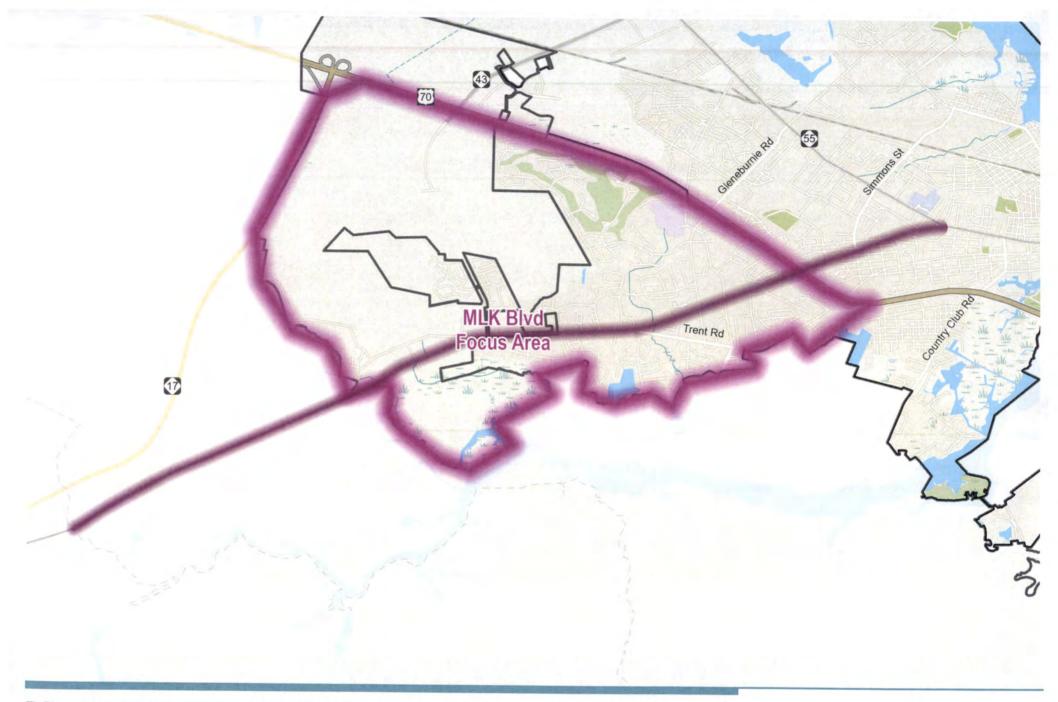
4.1.3 US-70 Focus Area

This area encompasses the land in New Bern that lays west of the US 70 corridor in the area south of the Trent River.

Both the Martin Luther King Jr. Boulevard and NC-43 Focus Areas contain additional land within the New Bern ETJ as they are contiguous and offer suitable areas for future growth and development.





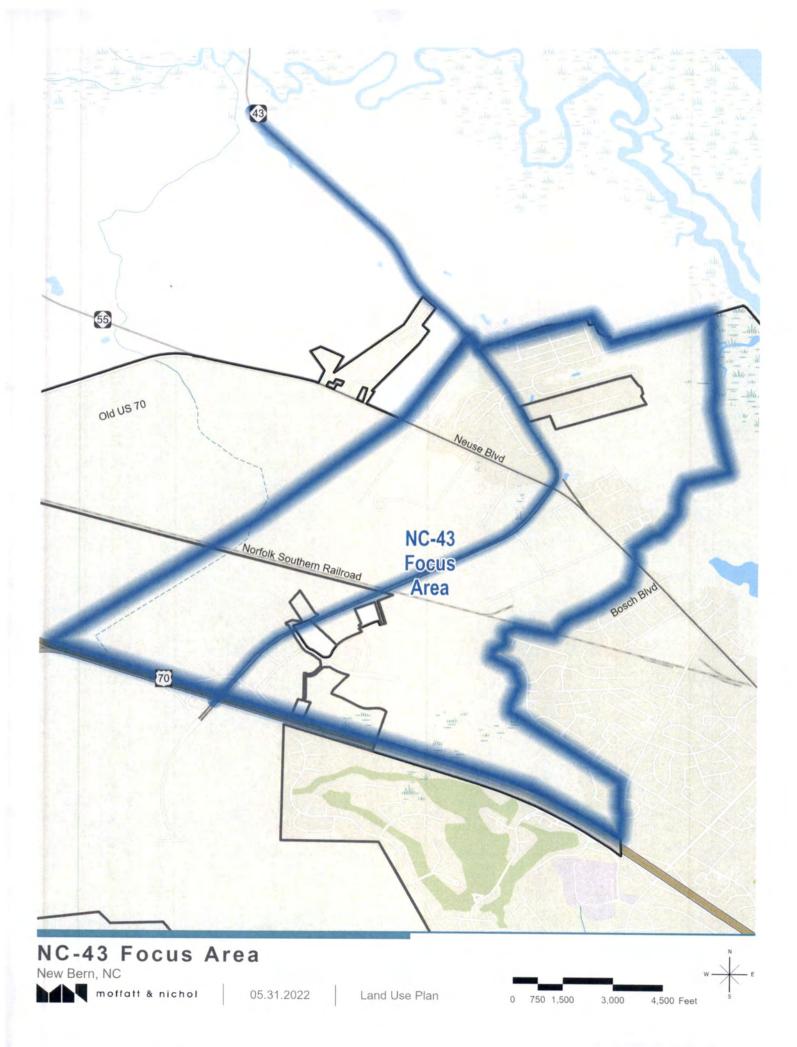


DR. MARTIN LUTHER KING JR BOULEVARD FOCUS AREA

moffatt & nichol 05.31.2022

LAND USE PLAN







4.2 Developable Land

To analyze suitability of the focus areas for future development, the land that is available to be developed had to be evaluated. To run this analysis, a variety of both quantitative and qualitative factors were considered:

4.2.1 Environmental Factors

Environmentally sensitive and restricted areas were identified and removed from the pool of availability. Areas removed include wetlands, flood and other hazard areas, and areas that have soils not suitable for development.

4.2.2 Physical Infrastructure and Utilities

Infrastructural existence and capacity were significant factor for consideration of developable land. Only areas with sewer service and within the New Bern water service area were considered developable.

4.2.3 Transportation

Transportation infrastructure, such as proximity to public roads, was considered in the suitability study. Despite making progress with the recent introduction of the CARTS Omnibus, New Bern still lacks a broad public transportation network to serve the entire city. The Martin Luther King Jr. Boulevard Focus Area is serviced by one of the bus lines and is the only of the three Focus Areas to have this service. Additionally, the recent introduction of the service rendered insufficient data to study this quantitatively, however the existence and location of the service was qualitatively considered.

4.2.4 Employment

While New Bern has room for improvement in the employment sector, all three of the Focus Areas share proximity to all or most area's major employers and employment centers.

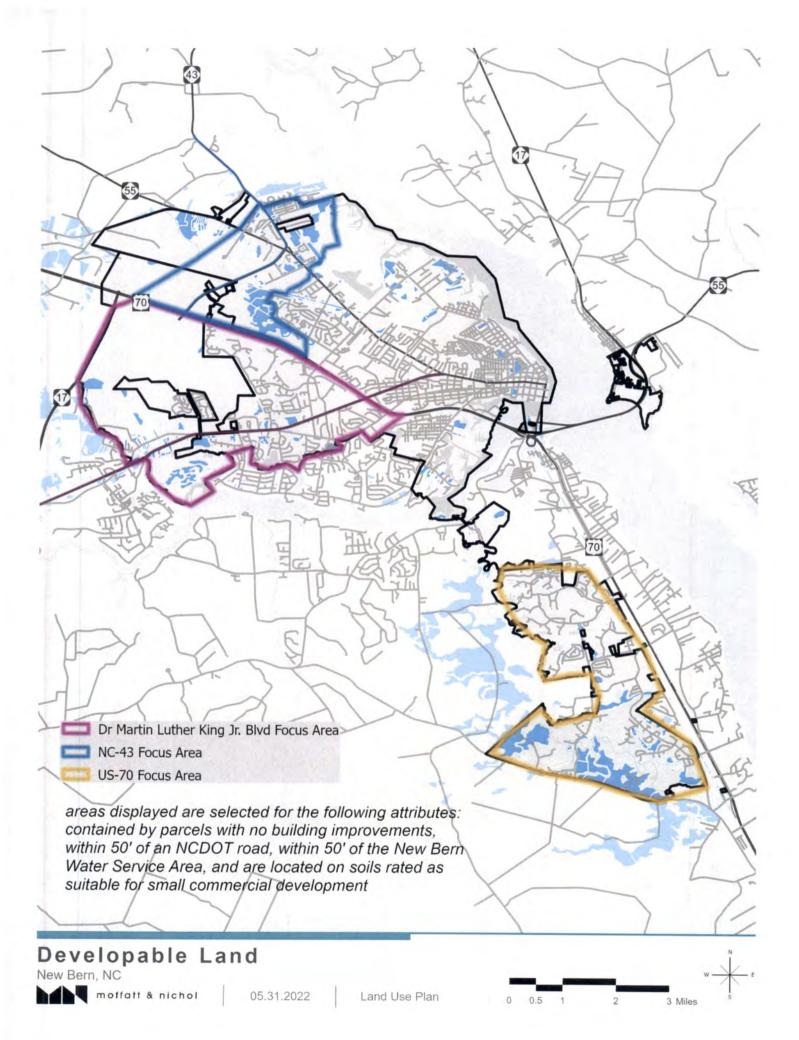
4.2.5 Quality of Life Infrastructure

Another factor that was considered was quality of life infrastructure which include public safety facilities like police and fire stations, schools, and public parks. While



these are generally spread across the city in populated areas, they were considered qualitatively in our analysis of suitability of the Focus Areas.







CITY OF NEW BERN

05.31.2022

Land Use Plan

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0

34 3 Miles

4.3 Suitability for Development

As shown by the "Developable Land" map, only a limited amount of land is considered "developable" under the metrics evaluated. The bulk of that land within New Bern proper is located in the US-70 Focus Area while the vast majority of developable land in New Bern is technically in the New Bern ETJ and not within the city proper.

All that said, there are some considerations. Given the available data, redevelopment of already-built properties is difficult to consider, thus only property that was identified as unbuilt was considered. To that end, other parcels that were excluded for environmental factors may also actually be able to be developed on with remediation or relief from regulations.



4.4 Policy Recommendations

4.4.1 Public Transportation

Public transportation plays a key role in furthering a city's sustainable commitment to economic resiliency, social inclusion, and environmental impact. Transit supports economic, social, and environmental impact by:

- Economic links New Bern residents to jobs, sustains economic development, and reduces the financial burden of transportation to the local and regional economy.
- Social provides mobility choice and access to the general public, regardless of age, disability, financial ability, or driving preference.
- Environmental reduces vehicle miles travelled, energy consumption and carbon emissions, improves air quality, and supports more efficient land development due to increase in urban density.

Public transportation works best when frequent service aligns with dense development areas which can cater to high-ridership locations. The New Bern Land Use Plan 2022 Update offers recommendations for the future of New Bern's public transportation network:

Policy PT 1.1 Promote Transit

Promote transit within the New Bern community as a viable option and alternative to car-centric transportation.

Policy PT 1.2 Transit-Oriented Development

Encourage increased development in existing transit-served areas, especially in the Martin Luther King Jr. Boulevard Focus Area.

Action PT 1.1 Expand Public Transportation

Expand CARTS Omnibus service to other areas of the City and employment centers in the ETJ and beyond.

4.4.2 Economic Development and Employment



Economic development is spurred by the creation of jobs, income and investment, and is strengthened by capital improvements in the social, urban and natural environment. New Bern's competitive strength will rely on its future ability to attract new businesses, retain and expand existing businesses, and provide the economic engine for future investment in the area. As growth occurs, consideration should be given to increased cost of living, traffic congestion, and quality of life for New Bern residents. New Bern will need targeted action to stabilize its future growth and secure a prosperous environment for all in order for growth to be sustainable.

Two of the three identified Land Use Plan focus areas, Martin Luther King Jr Blvd and NC-43, are commercial corridors. As such, economic development will play a critical role in the reinvestment of these identified zones as they battle future growth obstacles, such as vacancy rates, rental increases, deteriorating building stock, and competition due to new and renovated developments. Long-term economic success will rely on the redevelopment of these commercial corridors.

Policy ED 1.1 Gateway and Corridor Revitalization

Encourage gateways to the focus areas and corresponding existing commercial corridors, such as the highway commercial area in the Martin Luther King Jr. Boulevard Focus Area, to maintain and attract more commercial tenants to existing vacant space.

Policy ED 1.2 Focus City Interventions

Identify and encourage attention and investment on identified Focus Areas for future development opportunity.

Policy ED 1.3 Code Enforcement

Enforce city codes to ensure that properties in commercial areas are well-maintained, safe, and attractive in appearance.

Action ED 1.1 Strategic Revitalization Plans

Establish and fund a plan to invest in the revitalization of commercial corridors in both the Martin Luther King Jr. Boulevard and NC-43 Focus Areas.



Action ED 1.2 Commercial Revitalization Incentives

Engage with property and business owners in all three Focus Areas to encourage property improvements and offer financial incentives such as public-private partnerships and/or tax rebates or incentives.

4.4.3 Infrastructure & Utilities

4.4.4 Housing

While New Bern has been very successful in building housing, especially in recent years, there are areas where improvements can be found. While there has been in uptick in development over the last decade, most of that development has been single family homes on large lots away from areas of employment. For the future of New Bern, a focus on building a mix of housing types, closer towards areas of employment should be prioritized.

Policy H 1.1 Mixed-Income Neighborhoods

Promote mixed-income neighborhoods throughout the City of New Bern within high density development at employment centers, downtown, and along transit corridors.

Policy H 1.2 Geographic Dispersal of Affordable Units

Promote dispersal and production of affordable housing units throughout all areas of the City.

Policy H 1.3 Energy Efficiency

Promote innovative energy efficiency techniques in all new publicly supported housing construction and rehabilitation projects.

Policy H 1.4 Affordable Housing

All housing should be designed to blend with the context of the neighborhood in which it is located.

Policy H 1.5 Infill Housing



Support small, scattered-site residential developments on infill lots where appropriate and where design respects the neighborhood scale and context.

Policy H 1.6 Housing Preservation

Encourage preserving existing housing units whenever feasible, especially significant historic or architectural structures.

Policy H 1.7 Zoning for Housing

Ensure that zoning policy continues to provide ample opportunity for developers to build a variety of housing types, ranging from single-family to dense multi-family. A well-supplied housing market will moderate the costs of owning and renting, lessening affordability problems, and lowering the level of subsidy necessary to produce affordable housing. In areas characterized by detached houses, accommodations should be made for additional housing types while maintaining a form and scale similar to existing housing.

Policy H 1.8 Diversity and Variety of Housing Choice

Promote housing diversity and affordable housing choices for households at 60% of AMI or below in the immediate area around transit corridors.

Action H 1.1 Affordable Rental Program

Create new programs that provide incentives to private developers to preserve lowercost rental communities instead of demolishing or converting them to upscale rental housing.

Action H 1.6 Housing Variety

Study housing policy and regulation with a focus on infill development and the accommodation of housing types, such as duplexes, small apartments, and townhouses in areas where they are not currently permitted.

4.4.5 Environmental Protection

As New Bern grows and evolve, the city will need to adapt to climate change challenges. This section identifies policies and actions the City of New Bern



can implement to meet these challenges posed to health of New Bern residents, natural resources, growth and development, and ecological systems. By implementing these policies and actions, New Bern can mitigate environmental impact due to development, and serve as a model city championing sprawling development and environmentally degrading development practices.

Policy EP 1.1 Alternative Transportation Options

Promote adopting alternative fuel vehicles and advanced public and private transportation technologies.

Policy EP 1.2 Green Building

Advance green building practices in the public and private sectors by encouraging LEED Gold-level certification and LEED-ND, or their respective equivalents.

Policy EP 1.3 Sustainable Development

Promote the adaptive use of existing buildings, infill development, and brownfield development as effective sustainability practices that take development pressure off underdeveloped areas.

Policy EP 1.4 Sustainable Sites

Encourage the use of environmentally friendly site planning and landscape design approaches and techniques, incorporate sustainable green infrastructure and low impact development practices to help control stormwater runoff and reduce pollutant impacts to streams.

Policy EP 1.5 Open Space Preservation

Identify opportunities to conserve open space networks, mature existing tree stands, steep slopes, floodplains, wetlands, and other sensitive riparian areas, priority aquatic and wildlife habitats, and significant natural features as part of public and private development plans and targeted acquisition.

Policy EP 1.6 Protection of Natural Water Bodies and Features



Protect, restore, and preserve identified rivers, streams, floodplains, and wetlands which impact the focus areas. These water bodies provide valuable stormwater and surface water management to provide ecological, visual, and recreational benefits.

Policy EP 1.7 Road Design and Landscape Preservation

Encourage preserving and restoring natural features and systems when designing new roadways by separating in-bound and out-bound lanes as they pass through natural features, such as large clusters of trees, rocky outcrops, or water courses as applicable in the identified Focus Areas.

Action EP. 1.1 Reference New Bern Resiliency & Hazard Mitigation Plan (2022)Reference the New Bern Resiliency & Hazard Mitigation Plan (2022) document for future planning considerations as they pertain to resiliency, risk, and vulnerability.

Action EP 1.2 Leadership in Energy and Environmental Design-Existing Buildings (LEED-EB)

Evaluate the certification of existing public buildings under LEED-Existing Buildings (EB) (or the equivalent) for technical and economic feasibility and pursue the highest feasible level of certification on a case-by-case basis as funding and resources are available.

Action EP 1.3 Leadership in Energy and Environmental Design-Neighborhood

Development (LEED-ND)

Explore adopting the U.S. Green Building Council's Leadership in Energy and Environmental Design for Neighborhood Development (LEED-ND), or the equivalent, as a city standard.

Action EP 1.4 Leadership in Energy and Environmental Design (LEED) Incentives

Encourage and provide incentives for buildings that would qualify for Gold or Platinum LEED certification, or the equivalent.

Action EP 1.5 Energy Efficient Construction



Study and adopt LEED-like energy efficient construction standards that can be used when older buildings are renovated or adapted for new uses, since it may be difficult for older buildings to meet LEED standards.

Action EP 1.6 Charging Stations

Install charging stations for electric automobiles in public parking lots and garages.

Action EP 1.7 Renewable Energy Economic Development

Provide outreach and education to non-profits and affordable and multi-family housing developments to develop partnerships with local installers, banks, and other service providers to encourage financing options and cost-effective renewable energy investments.

Action EP. 1.8 Control Environmentally Sensitive Development

Reduce excessive cut and fill grading and the loss of significant trees, vegetation. And Priority Wildlife Habitats (as identified by programs and agencies, such as the North Carolina Natural Heritage Program and North Carolina Wildlife Resources Commission).

4.4.6 Parks, Recreation, and Open Space Preservation

Like all cities grappling with growth pressure, the City of New Bern will need to be mindful of how that growth occurs and how growth will impact its current open space preservation. A larger population, shifting land-use patterns and the pressure of development will spur new opportunities and challenges to the management of open space. New Bern will need to find a balance between urbanized development and preservation of open space. By enacting policies that showcase open space preservation as a compliment to growth, rather than competition, New Bern can protect its natural areas that will will secure agricultural lands, and enhance the quality of life for its citizens.



Policy PR 1.1 Preserve Agricultural Lands

Policy PR 1.2 Encourage Public Open Space in Rezonings

Policy PR 1.3 Budget Adequacy

Action PR 1.1 Identify and Maintain Conservation Lands

Maintain existing agricultural land while promoting development in established areas.

Action PR 1.2 System Integration Plan Implementation





5.1



NEW BERN LAND USE PLAN UPDATE | ANALYSIS

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting a Resolution to Call for a Public Hearing to Annex a 434 Riverside Drive

Date of Meeting: 6/14/2022	Ward # if applicable: 1
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: ⊠Yes□No	Date of Public Hearing: 6/28/2022

Explanation of Item:	Stephen and Phyllis Epperson have requested to annex 434 Riverside Drive in Township 2.
Actions Needed by Board:	Consider calling for a public hearing to be held on June 28, 2022
Backup Attached:	Resolution calling for public hearing, petition for annexation, certificate of sufficiency, and map

Is item time sensitive? □Yes ⊠No

Will there be advocates/opponents at the meeting? \Box Yes \boxtimes No

Cost of Agenda Item:

If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? \Box Yes \Box No

Additional Notes:

Aldermen

Sabrina Bengel Jameesha Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



CITY OF NEW BERN

300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor Foster Hughes City Manager Brenda E. Blanco City Clerk Kimberly A. Ostrom Director of Finance

- TO: Mayor and Board of Aldermen
- FROM: Brenda E. Blanco, City Clerk

DATE: June 03, 2022

SUBJECT: Call for a Public Hearing to Annex 434 Riverside Drive

Background

Stephen and Phyllis Epperson have petitioned the City to annex 434 Riverside Drive in Township 2, which is in the Bridgeton area. The property is a vacant 0.29-acre residential tract. It is requested a public hearing be held on June 28, 2022 to consider this request.

Recommendation

Consider adopting a resolution to call for a public hearing.

RESOLUTION

THAT WHEREAS, the Board of Aldermen of the City of New Bern has received a petition from Stephen Epperson and Phyllis Boykin Epperson, bearing date May 24, 2022, seeking annexation to the City of New Bern of a parcel of land consisting of 0.334 acres, more or less, which said parcel is located at 434 Riverside Drive in Number 2 Township, Craven County, more particularly identified on <u>Exhibit A</u> attached hereto and incorporated herein by reference; and

WHEREAS, the Board of Aldermen has caused the City Clerk to investigate the sufficiency of said petition and to certify the results of her investigation; and

WHEREAS, the Board of Aldermen has received the certification of the City Clerk attesting to the sufficiency of the petition; and

WHEREAS, the Board of Aldermen desires to conduct a public hearing on June 28, 2022, in the City Hall Courtroom at 6:00 p.m. on the question of annexing to the City of New Bern the above-described parcel of land owned by Stephen Epperson and Phyllis Boykin Epperson.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

Section 1. That a public hearing will be conducted by the Board of Aldermen of the City of New Bern on June 28, 2022, in the City Hall Courtroom at 6:00 p.m., or as soon thereafter as the matter may be reached, on the question of annexing to the City of New Bern the parcel of land owned by Stephen Epperson and Phyllis Boykin Epperson, which said parcel is located at 434 Riverside Drive in Number 2 Township, Craven County, North Carolina, the boundaries of which are shown on Exhibit A attached hereto and incorporated herein by reference.

Section 2. That a notice of public hearing shall be published once in the *Sun-Journal* at least ten (10) days prior to June 28, 2022.

ADOPTED THIS 14th DAY OF JUNE, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

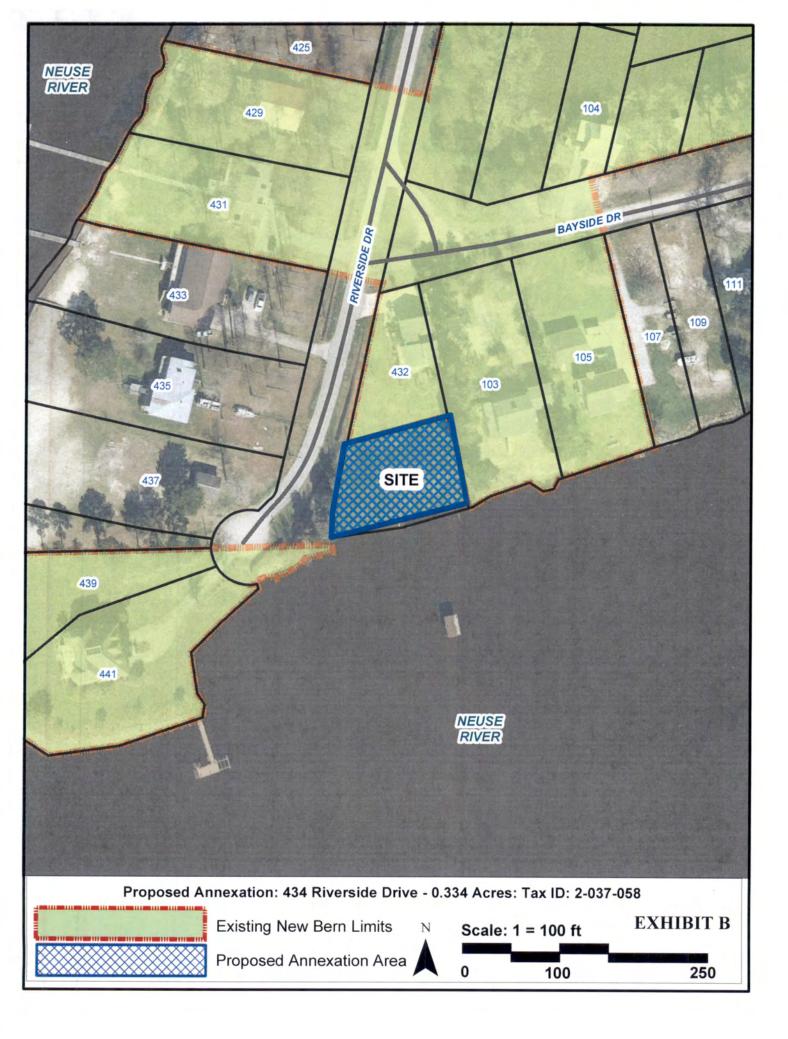
EXHIBIT A

All that certain tract or parcel of land lying and being situate in Number Two (2) Township, Craven County, North Carolina, and being more particularly described as follows:

All that certain tract or parcel of land lying and being in Number Two Township, Craven County, North Carolina, and being a portion of Lots 1 and 2, Block L, of Riverview Park as the same is shown and depicted upon a map recorded in Map Book 2 at Page 58, said property being more particularly described as follows:

Beginning at a point in the eastern right of way line of Riverside Drive, which point lies the following courses and distances from the intersection of the centerline of Riverside Drive and Bayside Drive: South 19 ° 02' 44" West 179.98 feet, North 81° 46' 00" East 39.39 feet to the point of beginning; thence from this point of beginning running North 81° 46' 00" East 105.22 feet to an existing iron pipe; thence South 08° 43' 26" East 112.42 feet to an existing iron pipe in the Neuse River; thence South 82° 27' 39" West 50.26 feet to a point; thence South 59° 50' 00" West 102.20 feet to a point; thence North 08° 39' 00" West 69.70 feet to an iron pin in the eastern right of way line of Riverside Drive; thence along and with the eastern right of way line of Riverside Drive North 17° 53' 39" East 89.43 feet to the point of beginning, all according to a survey for Phillip D. Dunn and wife Linda B. Dunn by Dennis Fornes and Associates, dated September 28, 1993.

Said property is SUBJECT to those certain restrictive and protective covenants more particularly described in Book 421 at Page 192 of the Craven County Registry and further described in Deed dated the 16th day of November, 1954 by C. W. Hodges, Jr. and wife Elizabeth M. Hodges to Lawrence M. Galloway and wife Jacqueline B. Galloway, said Deed being recorded in Book 510 at Page 277 of the Craven County Registry, which restrictive and protective covenants are incorporated herein by reference.



PETITION TO ANNEX

TO: BOARD OF ALDERMEN OF THE CITY OF NEW BERN

1. Stephen Epperson and Phyllis Boykin Epperson, the undersigned owners of real property, respectfully request that the area described in Paragraph 2 below be annexed to the City of New Bern.

2. The area to be annexed is contiguous to the City of New Bern, and the boundaries of such territory are more particularly described on Exhibit A attached hereto and incorporated herein by reference.

OWNERS:

rento

Stephen Epperson

Phyllis Boykin Epperson

2072 Date:

Mailing Address:

EXHIBIT A

All that certain tract or parcel of land lying and being situate in Number Two (2) Township, Craven County, North Carolina, and being more particularly described as follows:

All that certain tract or parcel of land lying and being in Number Two Township, Craven County, North Carolina, and being a portion of Lots 1 and 2, Block L, of Riverview Park as the same is shown and depicted upon a map recorded in Map Book 2 at Page 58, said property being more particularly described as follows:

Beginning at a point in the eastern right of way line of Riverside Drive, which point lies the following courses and distances from the intersection of the centerline of Riverside Drive and Bayside Drive: South 19 ° 02' 44" West 179.98 feet, North 81° 46' 00" East 39.39 feet to the point of beginning; thence from this point of beginning running North 81° 46' 00" East 105.22 feet to an existing iron pipe; thence South 08° 43' 26" East 112.42 feet to an existing iron pipe in the Neuse River; thence South 82° 27' 39" West 50.26 feet to a point; thence South 59° 50' 00" West 102.20 feet to a point; thence North 08° 39' 00" West 69.70 feet to an iron pin in the eastern right of way line of Riverside Drive; thence along and with the eastern right of way line of Riverside Drive North 17° 53' 39" East 89.43 feet to the point of beginning, all according to a survey for Phillip D. Dunn and wife Linda B. Dunn by Dennis Fornes and Associates, dated September 28, 1993.

Said property is SUBJECT to those certain restrictive and protective covenants more particularly described in Book 421 at Page 192 of the Craven County Registry and further described in Deed dated the 16th day of November, 1954 by C. W. Hodges, Jr. and wife Elizabeth M. Hodges to Lawrence M. Galloway and wife Jacqueline B. Galloway, said Deed being recorded in Book 510 at Page 277 of the Craven County Registry, which restrictive and protective covenants are incorporated herein by reference.

CERTIFICATE OF SUFFICIENCY

I, BRENDA BLANCO, City Clerk of the City of New Bern, North Carolina, do hereby certify that I have investigated the sufficiency of the Petition of Stephen Epperson and Phyllis Boykin Epperson, requesting annexation by the City of New Bern of a parcel of land located at 434 Riverside Drive in Number 2 Township, Craven County, which said Petition is dated May 24, 2022, and I do hereby certify that said Petition is in order in all respects.

THIS 14th DAY OF JUNE, 2022.

BRENDA BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting a Resolution Calling for a Public Hearing on the 2022 CDBG Annual Action Plan.

Date of Meeting: 6/14/2022	Ward # if applicable: N/A
Department: Development Services	Person Submitting Item: D'Aja Fulmore, Community Development Coordinator
Call for Public Hearing: ⊠Yes□No	Date of Public Hearing: 7/12/2022

the 2022 program year. The City of New Bern is receiving an allocation of \$269,786 in Entitlement funds. The 2022 Annual Action Plan details how this funding will be used. A public hearing is required to receive public comment on the plan.
Adopt A Resolution
Memo, Resolution
ł

Is item time sensitive? ⊠Yes □No	
Will there be advocates/opponents at the meeting? \Box Yes 🛛 N	0

Cost of Agenda Item: If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? □Yes □ No

Additional Notes:



303 First Street, P.O. Box 1129 New Bern, NC 28563 (252)639-7587

MEMORANDUM

TO: Mayor Outlaw and Board of Aldermen

FROM: D'Aja Fulmore, Community Development Block Grant Coordinator

DATE: June 1, 2022

SUBJECT: Consider Adopting a Resolution Calling for a Public Hearing on the 2022 CDBG Annual Action Plan.

Background Information:

The 2022 Annual Action Plan provides a summary of the actions, activities, and the specific federal and non-federal resources that will be used to address the priority needs and specific goals identified in the Strategic Plan section of the Consolidated Plan for the 2022 year. The Annual Action Plan also serves as the City's application for funding under the Entitlement Cities program.

The Department of Housing and Urban Development (HUD) has allocated \$269,786.00 in CDBG funds for the City of New Bern's 2022 Program Year. On March 7, 2022, CDBG staff conducted a public hearing in the Development Services Conference Room to receive public comment regarding community needs. Comments received have been added to the plan, along with goals intended to address priority needs.

This public hearing will provide an opportunity for citizens to provide any comments or concerns related to the amended plan. Any comments from the public hearing will be summarized and added to the plan which will be submitted to HUD for review and approval.

Recommendation:

Consider Adopting a Resolution Calling for a Public Hearing to be held July 12, 2022, for the 2022 Annual Action Plan for the Community Development Block Grant (CDBG) Program.

If you have any questions or need additional information, please contact D'Aja Fulmore at 252-639-7586

RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN

WHEREAS the Board of Aldermen of the City of New Bern desires to call for a public hearing to receive public comments on the 2022 Annual Action Plan for the 2022 Annual Action Plan for the Community Development Block Grant (CDBG) Program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That a public hearing will be conducted by the Board of Aldermen of the City of New Bern at 6:00 PM on Tuesday, July 12, 2022 in the City Hall Courtroom, or as soon thereafter as the matter may be reached, in order that all interested parties may be given an opportunity to be heard on a request to hold a public hearing on the 2022 Annual Action Plan for the 2022 Annual Action Plan for the Community Development Block Grant ("CDBG") Program.

ADOPTED THIS THE 14th DAY OF JUNE 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting a Resolution to Join the American Flood Coalition

Date of Meeting: 6/14/2022	Ward # if applicable:
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: □Yes□No	Date of Public Hearing:

Explanation of Item:	Tony McEwen made a presentation at the Board's 05/24/22 meeting to review the mission of the American Flood Coalition and extend an invitation for the City to join.
Actions Needed by Board:	Consider adopting resolution in support of joining the American Flood Coalition
Backup Attached:	Memo and resolution

Is item time sensitive? □Yes ⊠No	
Will there be advocates/opponents at the meeting? \Box Yes \boxtimes No	

Cost of Agenda Item: If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? □Yes □ No

Additional Notes:

Aldermen

Sabrina Bengel Jameesha Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



CITY OF NEW BERN

300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor Foster Hughes City Manager Brenda E. Blanco City Clerk Kimberly A. Ostrom Director of Finance

- TO: Mayor and Board of Aldermen
- FROM: Brenda E. Blanco, City Clerk

DATE: June 03, 2022

SUBJECT: Resolution in Support of Joining the American Flood Coalition

Background

Tony McEwen, the Carolinas Director for the American Flood Coalition, made a presentation at the Board's May 24, 2022 meeting about the purpose and mission of the coalition. The benefits of membership were reviewed, and the Board voiced interest in becoming a member of the coalition. There is no cost for membership.

Recommendation

Consider adopting a resolution in support of joining the American Flood Coalition.

RESOLUTION IN SUPPORT OF JOINING THE AMERICAN FLOOD COALIATION

WHEREAS, the American Flood Coalition is a 501(c)(3) nonprofit organization and nonpartisan coalition that advocates for national solutions to flooding and sea level rise; and

WHEREAS, the Coalition is currently active in 21 states with 280 members nationwide consisting of local governments, elected officials, civic and academic groups, businesses, and military groups; and

WHEREAS, the Coalition's mission is to protect communities that are vulnerable to flooding and sea level rise; and.

WHEREAS, New Bern has witnessed firsthand the devastation from flooding, including the impact on citizens' lives, real and personal property, businesses, and the economy, and New Bern desires to be as proactive and prepared as possible for such a disaster.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

1. That the City of New Bern desires to become a member of the American Flood Coalition so that it may join forces with others to become better educated, communicate more effectively with stakeholders at all levels, network with other leaders, promote engagement and resiliency programs, be a strong voice at the federal level, and champion for solutions that will address flooding; and

2. A copy of this resolution shall be forwarded to the American Flood Coalition as official notification of New Bern's request for membership.

ADOPTED THIS 14TH DAY OF JUNE, 2022.

DANA E. OULTAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution to close specific streets for Duffest and Juneteenth of New Bern 2022's Celebration.

Date of Meeting: 6/14/2022	Ward # if applicable: Ward 1 & 2
Department: Parks & Recreation	Person Submitting Item: Kari Warren, Interim Director of Parks & Recreation
Call for Public Hearing: □Yes⊠No	Date of Public Hearing: N/A

Explanation of Item:	 The organizers of Duffest and Juneteenth has requested to close the 500-600 blocks of Third Avenue to vehicular traffic from 8:00 a.m. until 12:00 p.m. for their annual parade on Saturday, June 18, 2022, for Duffest and Juneteenth of New Bern's 2022 Celebration. Also, the organizers requested the 1000-1200 blocks of Broad Street and the 500-600 blocks of Roundtree Street be closed to vehicular traffic from 8:00 a.m. until 6:00 p.m. on Saturday, June 18, 2022, for their celebration.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Application – Map - Petition

Is item time sensitive? □Yes ⊠No	
Will there be advocates/opponents at the meeting? Yes No	

Cost of Agenda Item: N/A

If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? \Box Yes \boxtimes No

Additional Notes: N/A

Aldermen

Sabrina Bengel Jameesha Harris Bobby Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



Kari Warren, CPRP Interim Director of Parks & Recreation



Dana E. Outlaw Mayor Foster Hughes City Manager Brenda E. Blanco City Clerk Kimberly A. Ostrom Director of Finance

Memo To: Mayor and Board of Aldermen

From: Kari Warren, CPRP Interim Director of Parks and Recreation

Re: Street Closures for Duffest and Juneteenth of New Bern 2022 Celebration.

Background Information:

The organizers of Duffest and Juneteenth has made a request to close the 500-700 blocks of Third Avenue to vehicular traffic from 8:00 a.m. until 12:00 p.m. for their annual parade on Saturday, June 18, 2022, for Duffest and Juneteenth of New Bern's 2022 Celebration.

Also, the organizers requested the 1000-1200 blocks of Broad Street and the 500-600 blocks of Roundtree Street be closed to vehicular traffic from 8:00 a.m. until 6:00 p.m. on Saturday, June 18, 2022, for their celebration.

Recommendation:

The Interim Director of Parks and Recreation recommends approval and request the Board adopt a Resolution approving the request.

If you have any questions concerning this matter, please let me know.

1307 Country Club Rd New Bern, NC 28562 Office 252 639-2901 Fax 252 636-4138

RESOLUTION

THAT WHEREAS, organizers of Duffest and Juneteenth are planning their annual parade and have requested the 500-700 blocks of Third Avenue be closed to vehicular traffic from 8:00 a.m. until 12:00 p.m. on Saturday, June 18, 2022; and

WHEREAS, Duffest and Juneteenth has also requested the 1000-1200 blocks of Broad Street and the 500-600 blocks of Roundtree Street be closed to vehicular traffic from 8:00 a.m. until 6:00 p.m. on Saturday, June 18, 2022; and

WHEREAS the Interim Director of Parks and Recreation of the City of New Bern recommends the streets be closed as requested.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That the 500-600 blocks of Third Avenue be closed to vehicular traffic from 8:00 a.m. until 12:00 p.m. on June 18, 2022; and

Further, that the 1000-1200 blocks of Broad Street and the 500-600 blocks of Roundtree Street be closed to vehicular traffic from 8:00 a.m. until 6:00 p.m. on June 18, 2022, for the Duffest and Juneteenth celebration.

ADOPTED THIS 14th DAY OF JUNE 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

b:23 pm Receive 5/ 13/22 4 cmail	Festival – A concert, fair, festival, exhibit, athletic event, promotion, community event, block party, or similar event. Parade – A march, ceremony, pageant, procession or other similar activities consisting of persons, animals, vehicles or things, or any combination thereof, that disrupts the normal flow of traffic upon any public street. Public Assembly – A festival or demonstration which is reasonably anticipated to obstruct the normal flow of traffic upon any public street and that is collected together in one place; or a festival in any city-controlled park. Name of Event/Activity: Duffed - Support Of Using Of Usi
	Responsible Contact: <u>Cavol Williams and Tolina Massey</u> Address: <u>2906 Minre Are</u> City: <u>Lew Bern</u> State: <u>LC</u> Zip code: <u>28,5%2</u> Phone: <u>252-349-8274</u> Alternate Phone: <u>116-367-9850</u>
Bennt	Email: Image: Margin and Stress of Stres
4	Note: A detailed map of the proposed route as well as a specific list of streets is required. The specific location of the Public Assembly nust include the aerial overview with location marked. Festivals/Events require detailed aerial map with complete layout. What is the purpose of this event? Please be detailed in your description - (Attach additional Information if needed) Formul Turk and Companies Companies Companies and the public Assembly
	stimated attendance:
	Tow will you handle trash generated from the event? The are requesting # $Pain de$ The are requesting # $Pain de$ The are requesting # $Pain de$ The are request that City Staff dispose of any trash generated ourselves. The request that City Staff dispose of all trash generated. We understand additional fees will be charged for this service, cluding the cost of labor, and materials (bags, etc.) used. Called 3:45 pm 5/ 122 Talina

Are you requesting any City of New Bern Street Closures? DNo "Any street closures require approval of the Board of Aldermen. Street closures of the Board of Aldermen. Street closures require barricades. A fee of <u>\$5.00 per barricade</u> m e sû da "What Street(s) are you requesting to close? Be specific: 12/0

10 Are you requesting any State Road or Bridge closures? TYes* 12HNO "If yes, a 50 day notice and application is required by the NCDOT for in order to consider state roads or bridges. For additional information, please call NCDOT Office at 252-439-2816. The State Road/Bridge Closure permit must be attached to this application. If this event includes the use of floats, vehicles, placards, loud speakers, or mechanical devices of any type, please provide a detailed explanation of their use, purpose and number. 3.565

Will Inflatables or other Play features be part of this event? Elfis El No (Additional Insurance may be required) Will Food Vendors or Commercial/Non-Profit vendors be part of this event? (Dies 10No (If you answered VES, Additional Feet apply. A detailed list of all vendors is required.) The following items are required and must be attached at the time of Application:

A detailed map - including the location, route with beginning and ending point and street names included. D Petition of Signatures - of business/residents affected - if roads are closed.

The following items are required within two (2) business days of the event or event shall be cancelled:

Certificate of Insurance - Listing the City of New Bern, PO Box 1129, New Bern, NC as "Additional Insured".

List of all food/commercial/non-profit vendors.

Payment in full of applicable fees and charges.

1244142

I ottest that I am authorized on behalf of this group/organization to request the permit for the activities prescribed herein. Lunderstand that this application must be submitted with full details and attachments. Lunderstand that additional fees and charges may be incurred. Thase charges locates set up tear down time for staff, rental of barriandes, Public Safety, Trash collection, damages, etc. I further understand that failure to provide the requested information within the specified timelines shall result in application being denied. Lagree to indemnify and hold harmless the City of New Bern, its departments, agents, employees, officials and y rs for any injury, illness or to person or property during this activity.

1.2 martin bar lobare		Total Anticipated Charges
Completed & Speed Application 15-		Barricades:
Division of the second se		Service month
ADDE A DATE	And Salesy Fran in accordance is 1,000 or more)	Trash Collection:
Authoritand Clemanura	5/3/22	S. S. Carlos Merries
		City Staff:
var uocuments have been provided and thi	s application is recommended for approval	\$
Administrative Support Supervisor	Dite	Vendor Fees
This application has been approved.	and the state of the second state of the second state of the second second second second second second second s	Park/Facility Rental:
Barri Warrin	5-24-2022	5
Director of Parks & Recreation	Date	A CONTRACTOR
NG 12		Total Due:
• Mave HOA's been notified?	es . No Spoke with Ren new of	Supplify the start start of the
D Approved by Department Submitted for Board Approval	Date: 5-24-22 Staff Initials: KI	City Sponsored Event
All Paperwork collected	Date:Stoff Initials:	Yes 🖸 No
All fees collected \$	Date:Staff Initials:	Applant 43-200
4	and the second	LINE STREET

JUNETEENTH CELEBRATION CLARIFICATIONS

- Parade Begins at 11am and ends at 12 noon.
- Parade Line-up will be at Henderson Park.
- 3rd Avenue will be closed from 8am 12 noon.
- Broad Street and Roundtree Street will be closed from 8am 6pm
- Petition of Signatures will not be available until at least May 23, 2022. (Talina Massey)





Third Ave Closed 8 AM til 12 Noon

Closed from 8 AM til 6 PM

Parade Route

			Feet
0	125	250	500

N

Temporary Street Closings

Closed Streets: Third Ave (8 AM till Noon) 500 - 700 Blocks Broad and Rountree Streets (8 AM till 6 PM) Broad St - 1000 - 1200 Blks. Rountree St - 500 - 600 Blks,

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution requesting, a blockage of South Front Street at Palace Point Commons for the viewing of fireworks.

Date of Meeting: 6/14/2022	Ward # if applicable: Ward 1
Department: Parks & Recreation	Person Submitting Item: Kari Warren, Interim Director of Parks & Recreation
Call for Public Hearing: □Yes⊠No	Date of Public Hearing: N/A

Explanation of Item:	The City of New Bern Parks and Recreation Department has requested, a blockage of South Front Street at Palace Point Commons at the intersection of Eden and Metcalf Streets and the portion of South Front Street behind Tryon Palace South Lawn be closed to vehicular traffic from 8:30 p.m. until 9:30 p.m. on Monday, July 4, 2022, for the viewing of fireworks.
Actions Needed by Board:	Adopt the Resolution
Backup Attached:	Resolution – Memo – Map

Is item time sensitive? □Yes ⊠No

Will there be advocates/opponents at the meeting?
Yes
No

Cost of Agenda Item: N/A

If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? \Box Yes \boxtimes No

Additional Notes: N/A

Aldermen

Sabrina Bengel Jameesha Harris Bobby Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



Kari Warren, CPRP Interim Director of Parks & Recreation



Dana E. Outlaw Mayor Foster Hughes City Manager Brenda E. Blanco City Clerk Kimberly A. Ostrom Director of Finance

Memo To: Mayor and Board of Aldermen

From: Kari Warren, CPRP

Re: Street Closure for July 4th Celebration.

Background Information:

The City of New Bern Parks and Recreation has requested, a blockage of South Front Street at Palace Point Commons at the intersection of Eden and Metcalf Streets and the portion of South Front Street behind Tryon Palace South Lawn be closed to vehicular traffic from 8:30 p.m. until 9:30 p.m. on Monday, July 4, 2022, for the viewing of fireworks.

Recommendation:

The Interim Director of Parks and Recreation recommends approval and request the Board adopt a Resolution approving the request.

If you have any questions concerning this matter, please let me know.

1307 Country Club Rd New Bern, NC 28562 Office 252 639-2901 Fax 252 636-4138

RESOLUTION

THAT WHEREAS, the City of New Bern Parks and Recreation Department has scheduled its annual 4th of July Celebration and request, a blockage of South Front Street at Palace Point Commons at the intersection of Eden and Metcalf Streets and the portion of South Front Street behind Tryon Palace South Lawn be closed to vehicular traffic from 8:30 p.m. until 9:30 p.m. on Monday, July 4, 2022, for the viewing of fireworks.

WHEREAS, the Interim Director of Parks and Recreation of the City of New Bern recommends the streets be closed as requested.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That a blockage of South Front Street at Palace Point Commons at the intersection of Eden and Metcalf Streets and the portion of South Front Street behind Tryon Palace South Lawn be closed to vehicular traffic from 8:30 p.m. until 9:30 p.m. on July 4, 2022, for the viewing of fireworks.

ADOPTED THIS 14TH OF JUNE 2022.

DANA E. OUTLAW, MAYOR

BRENDA BLANCO, CITY CLERK



AGENDA ITEM COVER SHEET



Agenda Item Title:

Conduct a Public Hearing and Consider Adopting an Ordinance to Rezone 3601 Neuse Boulevard.

Date of Meeting: 6/14/2022	Ward # if applicable: Ward 4
Department: Development Services	Person Submitting Item: Matt Schelly, Interim Director of Development Services
Call for Public Hearing: □Yes⊠No	Date of Public Hearing: 6/14/2022

Explanation of Item:	Property owner Boa Nguyen has requested consideration to rezone one parcel, totaling 0.76 +/- acres, from spilt zoning of C-4/R-6 to C-3.
Actions Needed by Board:	Conduct Public Hearing, Adopt an Ordinance
Backup Attached:	Memo, Ordinance, Consistency or Inconsistency Statement, Map

Is item time sensitive? □Yes ⊠No	
Will there be advocates/opponents at the meeting? Yes No	

Cost of Agenda Item: N/A

If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? \Box Yes \boxtimes No

Additional Notes:



NORTH CAROLINA 303 First Street, P.O. Box 1129 New Bern, NC 28563 (252)639-7587

MEMORANDUM

TO: Mayor Dana Outlaw, City of New Bern Board of Aldermen

FROM: Matt Schelly, Interim Director Development Services

DATE: June 3, 2022

SUBJECT: Conduct a Public Hearing and Consider Adopting an Ordinance to Rezone 3601 Neuse Boulevard.

Property owner Boa Nguyen has requested consideration to rezone one parcel, totaling 0.76 +/- acres, from split zoning C-4 Neighborhood Business District and R-6 Residential to C-3 Commercial District. The parcel is located at 3601 Neuse Boulevard and is further identified as Craven County Parcel ID # 8-243-16000. (Ward 4)

The Planning and Zoning Board unanimously approved this application at their May 3, 2022, meeting and recommend approval of the request.

Please contact Matt Schelly at 639-7583 should you have questions or need additional information.

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF NEW BERN SO AS TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY BOA NGUYEN AND ANTONIO ROMERO CONSISTING OF APPROXIMATELY 0.76 +/-ACRES LOCATED AT 3601 NEUSE BOULEVARD, FROM THE ZONING CLASSIFICATION OF C-4 NEIGHBORHOOD BUSINESS DISTRICT AND R-6 RESIDENTIAL DISTRICT TO C-3 COMMERCIAL DISTRICT

THAT WHEREAS, Boa Nguyen and Antonio Romero own approximately 0.76 acres, more or less, located at 3601 Neuse Boulevard in the City of New Bern, being the parcel identified by Craven County parcel identification number 8-243-16000, and an application has been made to change the zoning classification of the subject property from C-4 Neighborhood Business District and R-6 Residential District to C-3 Commercial District; and

WHEREAS, the Planning and Zoning Board unanimously recommended said request be approved; and

WHEREAS, the Board of Aldermen of the City of New Bern conducted a duly advertised public hearing with respect to the proposed amendment on June 14, 2022, at which time all interested parties were given an opportunity to be heard; and

WHEREAS, the Board of Aldermen of the City of New Bern deems it advisable and in the public interest to effect said change, as the requested C-3 Commercial District classification is consistent with the City Land Use Plans and nearby land uses.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

Section 1. That the zoning map of the City of New Bern be and the same is hereby amended by changing the zoning classification of the real property owned by Boa Nguyen and Antonio Romero consisting of approximately 0.76 acres, more or less, located at 3601 Neuse Boulevard in the City of New Bern, being the parcel identified by Craven County parcel identification number 8-243-16000, from from C-4 Neighborhood Business District and R-6 Residential District to C-3 Commercial District, as more specifically shown on the plat entitled "REZONING CASE: 2601 Neuse Blvd. - Approx. 0.76 Acres: PID: 8-243-16000" prepared by the Development Services Department of the City of New Bern, a copy of which is attached hereto and incorporated herein by reference.

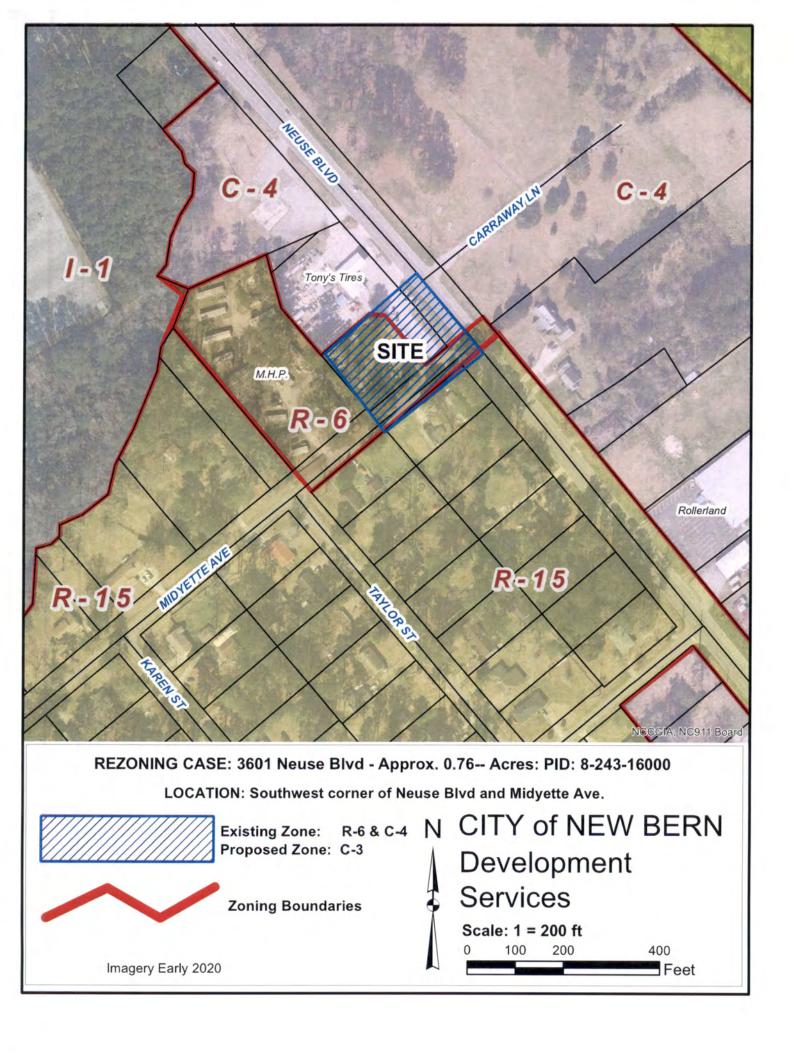
Section 2. That the Board deems it in the public interest to rezone the subject property as the requested C-3 Commercial District classification is consistent with the City Land Use Plans and nearby land uses.

Section 3. That this ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED THIS 14th DAY OF JUNE, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



Craven County Parcel ID # 8-243-16000

STATEMENT OF ZONING CONSISTENCY WITH ADOPTED PLANS

The Board of Aldermen of the City of New Bern finds the action to rezone Craven County Parcel ID # 8-243-16000 to C-3 Commercial District is reasonable and in the public interest, and consistent with the City Land Use Plans and nearby land uses. In that:

- The C-3 Commercial District is deemed to be compatible with the "Developed" designation indicated in the Future Land Use Map found in the 2010 CAMA Regional Land Use Plan.
- The proposed C-3 Commercial District is deemed to be compatible with adjacent zoning classifications.
- The proposed C-3 Commercial District is deemed to be compatible with existing uses.

This certifies the above statement of zoning consistency was adopted by the Board of Aldermen on June 14, 2022.

Brenda E. Blanco, City Clerk

Craven County Parcel ID # 8-243-16000

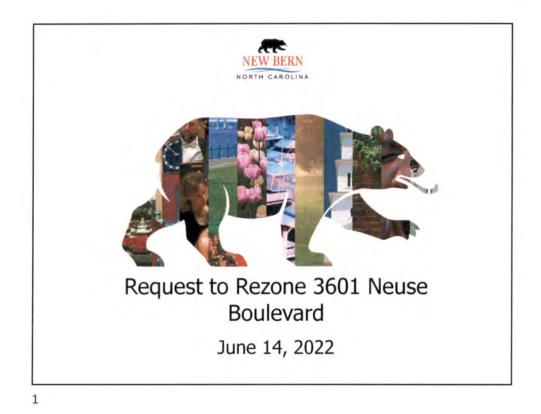
STATEMENT OF ZONING INCONSISTENCY WITH ADOPTED PLANS

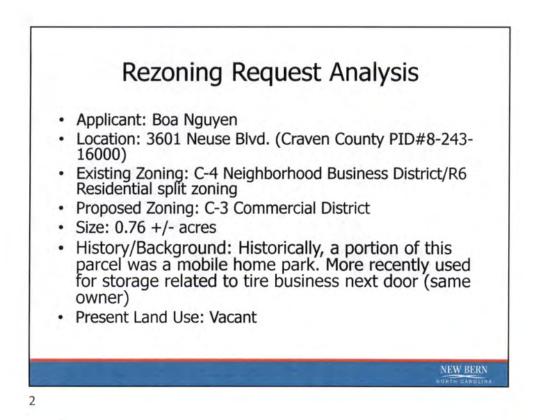
The Board of Aldermen of the City of New Bern finds the action to rezone Craven County Parcel ID # 8-243-16000 to C-3 Commercial District is not reasonable and is not in the public interest and finds it to be inconsistent with the Regional Land Use Plan and nearby land uses in the proposed C-3 Commercial District is incompatible with the uses permitted on nearby properties, and other properties in the vicinity. And that:

The proposed C-3 Commercial District would be incompatible with adjacent use and the Future Land Use Map found in the 2010 CAMA Regional Land Use Plan.

This certifies the above statement of zoning inconsistency was adopted by the Board of Aldermen on June 14, 2022.

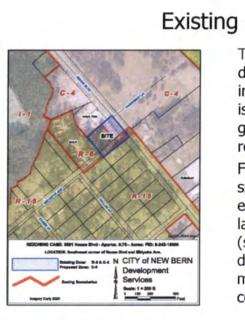
Brenda E. Blanco, City Clerk







3

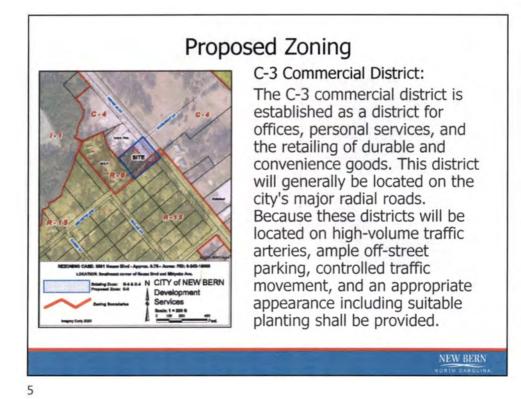


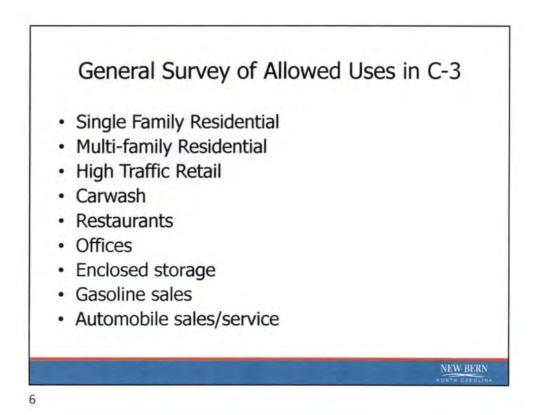
Existing Zoning

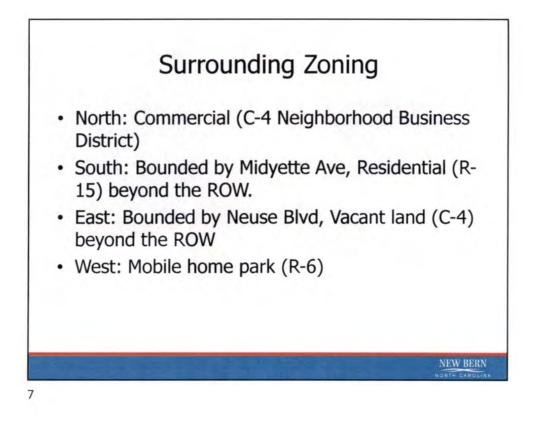
The C-4 neighborhood business district is established as a district in which the principal use of land is to provide for the retailing of goods and services to the nearby residential neighborhoods.

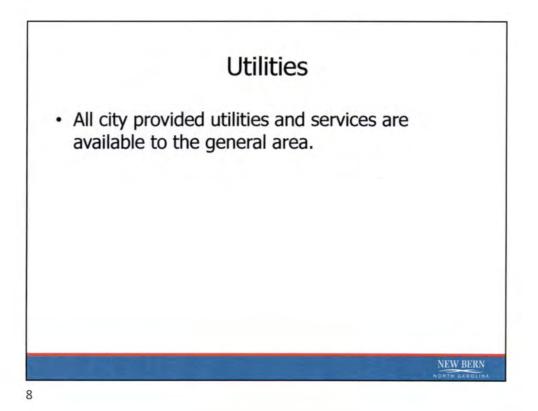
For the R-6 residential district, the specific intent of this district is to encourage continued use of the land for residential purposes (single-, two-, and multifamily dwellings with 6,000 square feet minimum lots) and certain compatible nonresidential uses:

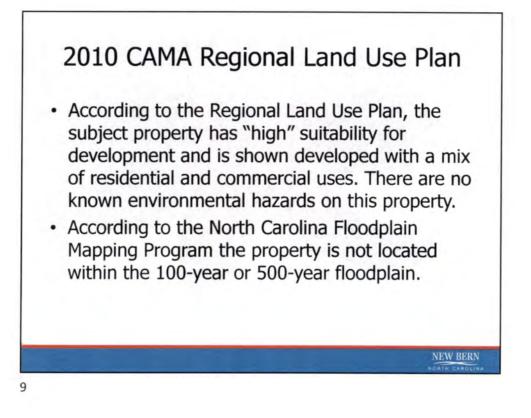
NEW BERN

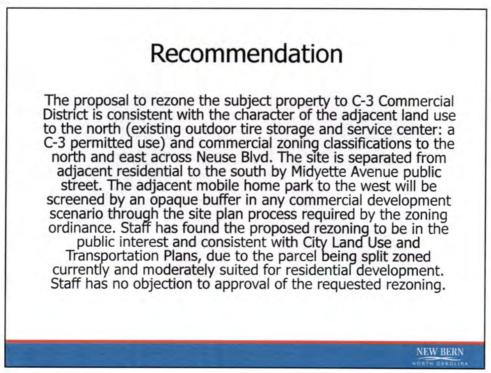












AGENDA ITEM COVER SHEET



Agenda Item Title:

Conduct a Public Hearing and Consider Adopting an Ordinance to Initially Zone 3412 Old Airport Road.

Date of Meeting: 6/14/2022	Ward # if applicable: Ward 3
Department: Development Services	Person Submitting Item: Matt Schelly, Interim Director of Development Services
Call for Public Hearing: □Yes⊠No	Date of Public Hearing: 6/14/2022

Explanation of Item:	Property owner Barbara Fulcher requested that 3412 Old Airport Road be annexed into the City limits, staff is requesting initial zoning designation of R-8 Residential District.
Actions Needed by Board:	Conduct Public Hearing, Adopt Ordinance
Backup Attached:	Memo, Ordinance, Consistency or Inconsistency Statement, Map

Is item time sensitive? □Yes □No

Will there be advocates/opponents at the meeting?
Yes
No

Cost of Agenda Item:

If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? \Box Yes \Box No

Additional Notes:



NORTH CAROLINA 300 Pollock Street, P.O. Box 1129 New Bern, NC 28563 (252)636-4000

MEMORANDUM

TO: Mayor Dana Outlaw, City of New Bern Board of Aldermen

FROM: Matt Schelly, Interim Director of Development Services

DATE: June 3, 2022

SUBJECT: Conduct a Public Hearing and Consider Adopting an Ordinance to Initially Zone 3412 Old Airport Road.

Property owner Barbara Fulcher requested to annex 3412 Old Airport Road in Township 7, as part of a desire to enter into a Sewer Use Agreement for the property. This request was approved by the Board of Alderman at the April 27, 2021, meeting. Staff is requesting an initial zoning designation for 3412 Old Airport Road of R-8 Residential District as it is consistent with the character of the adjacent land uses and zoning classifications. The property owner has been contacted and is requesting R-8 Residential District Zoning as well.

Please contact Matt Schelly at 252-639-7583, should you have questions or need additional information.

AN ORDINANCE TO ASSIGN THE ZONING CLASSIFICATION R-8 RESIDENTIAL DISTRICT TO PROPERTY OWNED BY BARBARA FULCHER CONSISTING OF APPROXIMATELY 1.29 ACRES, MORE OR LESS, LOCATED AT 3412 OLD AIRPORT ROAD

THAT WHEREAS, Barbara Fulcher owns approximately 1.29 acres, more or less, located at 3412 Old Airport Road in the City of New Bern, and an application has been made requesting that the zoning classification of R-8 Residential District be assigned to the said property, which is more particularly identified on the attached map entitled, "Initial Zoning Case: 3412 Old Airport Rd.- Appr. 1.289 Acres +-: PID: 7-105-017" prepared by the City of New Bern Development Services staff, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the Planning and Zoning Board unanimously recommended said request be approved; and

WHEREAS, the Board of Aldermen of the City of New Bern conducted a duly advertised public hearing with respect to the proposed zoning classification on June 14, 2022, at which time all interested parties were given an opportunity to be heard; and

WHEREAS, the Board of Aldermen of the City of New Bern deems it advisable and in the public interest to assign said zoning classification, as the requested R-8 Residential District classification is consistent with the City Land Use Plans and nearby land uses.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

Section 1. That the zoning classification of R-8 Residential District be assigned to the property owned by Barbara Fulcher consisting of approximately 1.29 acres, more or less, said property being located at 3412 Old Airport Road, and being more particularly identified on the map entitled "Initial Zoning Case: 3412 Old Airport Rd.- Appr. 1.289 Acres +-: PID: 7-105-017" prepared by the City of New Bern Development Services staff, a copy of which is attached hereto and incorporated herein by reference.

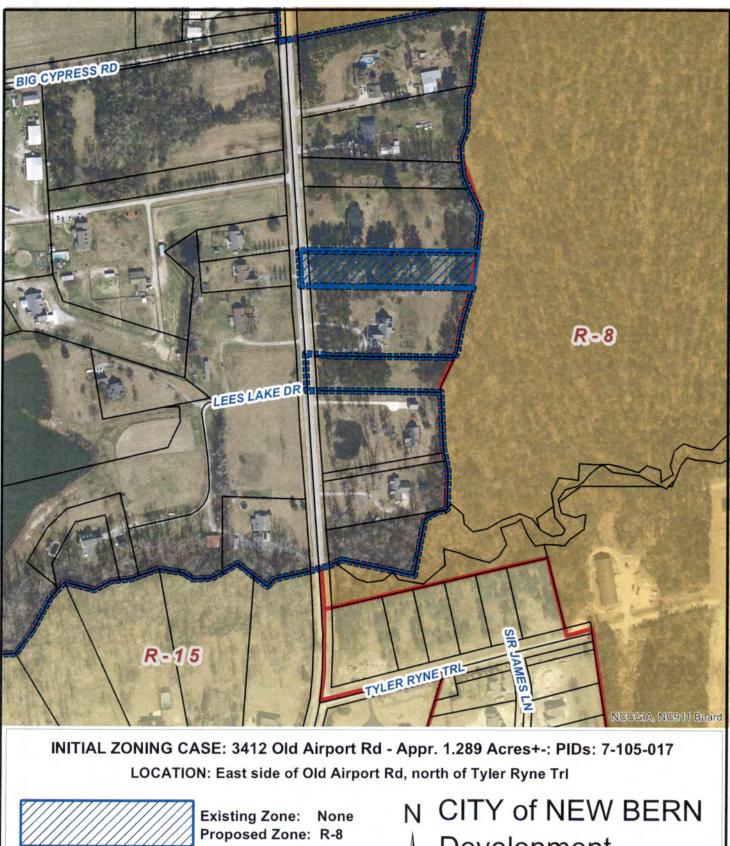
Section 2. That the Board deems it in the public interest to assign said zoning classification, as requested R-8 Residential District classification is consistent with the City Land Use Plans and nearby land uses.

Section 3. That this ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED THIS 14th DAY OF JUNE, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



Zoning Boundaries

Development Services Scale: 1 = 300 ft0 = 150 = 300 ft0 = 600

Feet

Imagery Early 2020

Craven County Parcel ID # 7-105-017

STATEMENT OF ZONING CONSISTENCY WITH ADOPTED PLANS

The Board of Aldermen of the City of New Bern finds the action to establish an initial zoning designation for Craven County Parcel ID # 7-105-017 to R-8 Residential District is reasonable and in the public interest, and consistent with the City Land Use Plans and nearby land uses. In that:

- The R-8 Residential District is deemed to be compatible with the "Developed" designation indicated in the Future Land Use Map found in the 2010 CAMA Regional Land Use Plan.
- 2. The proposed R-8 Residential District is deemed to be compatible with adjacent zoning classifications.
- The proposed R-8 Residential District is deemed to be compatible with existing uses.

This certifies the above statement of zoning consistency was adopted by the Board of Aldermen on June 14, 2022.

Brenda E. Blanco, City Clerk

Craven County Parcel ID # 7-105-017

STATEMENT OF ZONING INCONSISTENCY WITH ADOPTED PLANS

The Board of Aldermen of the City of New Bern finds the action to establish an initial zoning designation for Craven County Parcel ID # 7-105-017 to R-8 Residential District is not reasonable and is not in the public interest and finds it to be inconsistent with the Regional Land Use Plan and nearby land uses in the proposed R-8 Residential District is incompatible with the uses permitted on nearby properties, and other properties in the vicinity. And that:

The proposed R-8 Residential District would be incompatible with adjacent use and the Future Land Use Map found in the 2010 CAMA Regional Land Use Plan.

This certifies the above statement of zoning inconsistency was adopted by the Board of Aldermen on June 14, 2022.

Brenda E. Blanco, City Clerk

AGENDA ITEM COVER SHEET



Agenda Item Title:

Conduct a Public Hearing and Consider Adopting an Ordinance to Initially Zone 3436 Old Airport Road.

Date of Meeting: 6/14/2022	Ward # if applicable: Ward 3
Department: Development Services	Person Submitting Item: Matt Schelly, Interim Director of Development Services
Call for Public Hearing: □Yes⊠No	Date of Public Hearing: 6/14/2022

Explanation of Item:	Property owners Eddie and Iris Teachey have requested that 3436 Old Airport Road be annexed into the City limits, staff is requesting initial zoning designation of R-8 Residential District.
Actions Needed by Board:	Conduct Public Hearing, Adopt Ordinance
Backup Attached:	Memo, Ordinance, Consistency or Inconsistency Statement, Map

Is item time sensitive? Yes No	
Will there be advocates/opponents at the meeting? \Box Yes \Box No	

Cost of Agenda Item: If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? □Yes □ No

Additional Notes:



NORTH CAROLINA 300 Pollock Street, P.O. Box 1129 New Bern, NC 28563 (252)636-4000

MEMORANDUM

TO: Mayor Dana Outlaw, City of New Bern Board of Aldermen

FROM: Matt Schelly, Interim Director of Development Services

DATE: June 3, 2022

SUBJECT: Conduct a Public Hearing and Consider Adopting an Ordinance to Initially Zone 3436 Old Airport Road.

Property owners Eddie and Iris Teachey requested to annex 3436 Old Airport Road in Township 7, as part of a desire to enter into a Sewer Use Agreement for the property. This request was approved by the Board of Alderman at the February 22, 2022, meeting. Staff is requesting an initial zoning designation for 3436 Old Airport Road of R-8 Residential District as it is consistent with the character of the adjacent land uses and zoning classifications. The property owner has been contacted and is requesting R-8 Residential District Zoning as well.

Please contact Matt Schelly at 252-639-7583, should you have questions or need additional information.

AN ORDINANCE TO ASSIGN THE ZONING CLASSIFICATION R-8 RESIDENTIAL DISTRICT TO PROPERTY OWNED BY EDDIE TEACHEY AND IRIS TEACHEY CONSISTING OF APPROXIMATELY 1.02 ACRES, MORE OR LESS, LOCATED AT 3436 OLD AIRPORT ROAD

THAT WHEREAS, Eddie Teachey and Iris Teachey own approximately 1.02 acres, more or less, located at 3436 Old Airport Road in the City of New Bern, and an application has been made requesting that the zoning classification of R-8 Residential District be assigned to the said property, which is more particularly identified on the attached map entitled, "Initial Zoning Case: 3436 Old Airport Rd.- Appr. 1.015 Acres +-: PID: 7-105-020" prepared by the City of New Bern Development Services staff, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the Planning and Zoning Board unanimously recommended said request be approved; and

WHEREAS, the Board of Aldermen of the City of New Bern conducted a duly advertised public hearing with respect to the proposed zoning classification on June 14, 2022, at which time all interested parties were given an opportunity to be heard; and

WHEREAS, the Board of Aldermen of the City of New Bern deems it advisable and in the public interest to assign said zoning classification, as the requested R-8 Residential District classification is consistent with the City Land Use Plans and nearby land uses.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

Section 1. That the zoning classification of R-8 Residential District be assigned to the property owned by Eddie Teachey and Iris Teachey consisting of approximately 1.02 acres, more or less, said property being located at 3436 Old Airport Road, and being more particularly identified on the map entitled "Initial Zoning Case: 3436 Old Airport Rd.- Appr. 1.015 Acres +-: PID: 7-105-020" prepared by the City of New Bern Development Services staff, a copy of which is attached hereto and incorporated herein by reference.

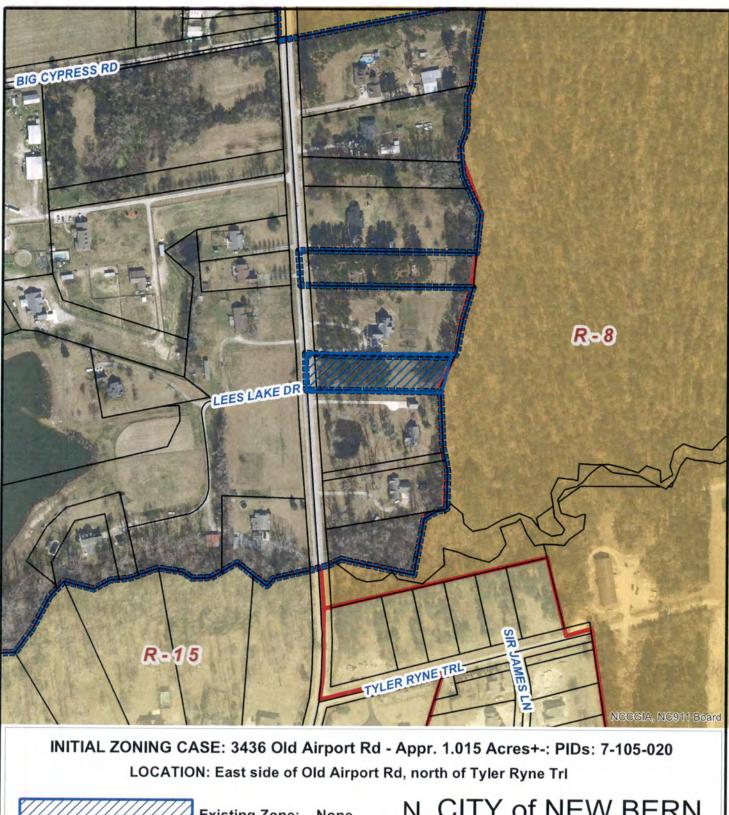
Section 2. That the Board deems it in the public interest to assign said zoning classification, as requested R-8 Residential District classification is consistent with the City Land Use Plans and nearby land uses.

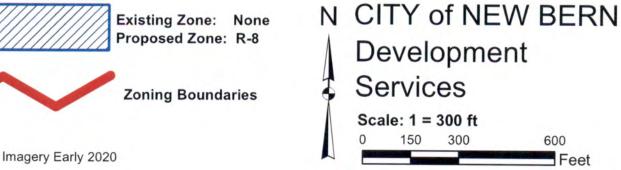
Section 3. That this ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED THIS 14th DAY OF JUNE, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK





Craven County Parcel ID # 7-105-020

STATEMENT OF ZONING CONSISTENCY WITH ADOPTED PLANS

The Board of Aldermen of the City of New Bern finds the action to establish an initial zoning designation for Craven County Parcel ID # 7-105-020 to R-8 Residential District is reasonable and in the public interest, and consistent with the City Land Use Plans and nearby land uses. In that:

- 1. The R-8 Residential District is deemed to be compatible with the "Developed" designation indicated in the Future Land Use Map found in the 2010 CAMA Regional Land Use Plan.
- 2. The proposed R-8 Residential District is deemed to be compatible with adjacent zoning classifications.
- 3. The proposed R-8 Residential District is deemed to be compatible with existing uses.

This certifies the above statement of zoning consistency was adopted by the Board of Aldermen on June 14, 2022.

Brenda E. Blanco, City Clerk

Craven County Parcel ID # 7-105-020

STATEMENT OF ZONING INCONSISTENCY WITH ADOPTED PLANS

The Board of Aldermen of the City of New Bern finds the action to establish an initial zoning designation for Craven County Parcel ID # 7-105-020 to R-8 Residential District is not reasonable and is not in the public interest and finds it to be inconsistent with the Regional Land Use Plan and nearby land uses in the proposed R-8 Residential District is incompatible with the uses permitted on nearby properties, and other properties in the vicinity. And that:

The proposed R-8 Residential District would be incompatible with adjacent use and the Future Land Use Map found in the 2010 CAMA Regional Land Use Plan.

This certifies the above statement of zoning inconsistency was adopted by the Board of Aldermen on June 14, 2022.

Brenda E. Blanco, City Clerk

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting a Resolution Approving the Sale of 2502 New Bern Avenue

Date of Meeting: 6/14/2022	Ward # if applicable: 2		
Department: City Clerk	Person Submitting Item: Brenda Blanco		
Call for Public Hearing: □Yes⊠No	Date of Public Hearing: N/A		

Explanation of Item:	A bid of \$5,000 was submitted by Lorenza Grist for the purchase of 2502 New Bern Avenue. The vacant lot was acquired by the City and County through tax foreclosure in 2017, and it has a tax value of \$5,000. After advertising the bid, no upset bids were received.
Actions Needed by Board:	Consider adopting resolution to sale the property
Backup Attached:	Memo, resolution, quitclaim deed

Is item time sensitive? □Yes ⊠No	
Will there be advocates/opponents at the meeting? Yes No	

Cost of Agenda Item: If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? □Yes □ No

Additional Notes:

Aldermen

Sabrina Bengel Jameesha Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



CITY OF NEW BERN

300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor Foster Hughes City Manager Brenda E. Blanco City Clerk Kimberly A. Ostrom Director of Finance

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: June 3, 2022

SUBJECT: Sale of 2502 New Bern Avenue

After receiving a bid of \$5,000 from Lorenza Grist for 2502 New Bern Avenue, the City and County initiated the upset bid process. The initial bid was advertised, but no additional bids were received.

The bid represents the full tax value of the vacant 0.110-acre parcel, which was acquired jointly by the City and County in August 2017 through tax foreclosure. If the sale is approved, after reimbursing the City for the cost of advertising, the City will receive approximately \$757.54 and the County will receive approximately \$4,242.46 from the proceeds.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County have received an offer to purchase a parcel of property owned by the City and County located at 2502 New Bern Avenue, and being more particularly described herein; and

WHEREAS, the City owns a thirty-one percent (31%) undivided interest in the subject property, and Craven County owns a sixty-nine percent (69%) undivided interest; and

WHEREAS, the Board of Aldermen is authorized to sell the City's interest in the property pursuant to North Carolina General Statute §160A-269; and

WHEREAS, the offer to purchase was in the sum of \$5,000.00 by Lorenza Grist of 3604 Yarmouth Road, New Bern, North Carolina 28562; that no increased bids were received, and the Board of Aldermen deemed it advisable and in the best interest of the City to sell its interest in the subject property to the successful bidder for thirty-one percent (31%) of the bid amount of \$5,000.00, and to convey its interest in said property by quitclaim deed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

Section 1. That the bid of Lorenza Grist in the sum of \$5,000.00 for said parcel bearing the postal enumeration for the City of New Bern of 2502 New Bern Avenue, and being more particularly described herein, be and the same is hereby accepted as to the City's interest in said property, and the Mayor and the City Clerk be and they are hereby authorized and directed to execute a quitclaim deed for the City's interest in said property to the purchaser.

<u>Section 2</u>. That a copy of said quitclaim deed is attached hereto and incorporated herein by reference, and the original deed shall be delivered to said purchaser once the same has

been executed on behalf of the City and County, upon payment of the balance due on the

purchase price.

Section 3. That the subject property is more particularly described as follows:

All of that certain tract or parcel of land lying and being situate in the City of New Bern, Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

Being all of Lot No. 332 as shown on the plan of Pembrook, said map being of record in the office of the Register of Deeds of Craven County, North Carolina, map Book 1, at page 165.

Also being that same property described in that certain deed of record in Book 686, Page 327, of the Craven County Registry.

This property is also commonly referred to by its tax parcel identification number which is 8-037-102.

ADOPTED THIS 14th DAY OF JUNE, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Prepared by and return to:

Jaimee Bullock Mosley DAVIS HARTMAN WRIGHT LLP 209 Pollock Street New Bern, NC 28560

PARCEL NO. 8-037-102 REVENUE STAMPS: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this 14th day of June, 2022, by and between the CITY OF NEW BERN, a municipal corporation of the State of North Carolina, and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina ("Grantors"); to LORENZA GRIST, whose mailing address is 3604 Yarmouth Road, New Bern, North Carolina 28562, ("Grantee");

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to Grantors paid by the Grantee, the receipt of which is hereby acknowledged, have remised and release, and by these presents do remise, release and forever quitclaim unto the Grantee, Grantee's heir and assigns, the following described property, to wit:

SEE <u>EXHIBIT A</u> ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

The property herein conveyed does not include the primary residence of a Grantor.

DAVIS HARTMAN WRIGHT LLP Attorneys at Law 209 Pollock Street New Bern, NC 28560 TO HAVE AND TO HOLD the above described lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee, Grantee's heirs and assigns, free and discharged from all right, title, claim or interest of the said Grantors or anyone claiming by, through or under the Grantors.

IN TESTIMONY WHEREOF, the CITY OF NEW BERN has caused this instrument to be executed as its act and deed by its Mayor, attested by its City Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Aldermen, and CRAVEN COUNTY has caused this instrument to be executed as its act and deed by the Chairman of its Board of Commissioners, attested by its Clerk, and its seal to be hereunto affixed, all by the authority of its Board of Commissioners, as of the day and year first above written.

CITY OF NEW BERN

(SEAL)

By:

DANA E. OUTLAW, MAYOR

ATTEST:

BRENDA E. BLANCO, CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, ______, Notary Public in and for said County and State, do hereby certify that on the _____ day of June, 2022 before me personally appeared DANA E. OUTLAW, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. BLANCO is the City Clerk for the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation.

WITNESS my hand and official seal this the _____ day of June 2022.

Notary Public

My Commission Expires:

CRAVEN COUNTY

(SEAL)

By:

Chairman, Craven County Board of Commissioners

ATTEST:

Clerk, Craven County Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, ______, Notary Public in and for said County and State do hereby certify that on the ______ day of June, 2022, before me personally appeared JASON R. JONES with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that NAN HOLTON is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate describe in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the _____ day of June, 2022.

Notary Public

My Commission Expires:

EXHIBIT A

All of that certain tract or parcel of land lying and being situate in the City of New Bern, Number Eight (8) Township, Craven County, North Carolina, and being more particularly described as follows:

Being all of Lot No. 332 as shown on the plan of Pembrook, said map being of record in the office of the Register of Deeds of Craven County, North Carolina, map Book 1, at page 165.

Also being that same property described in that certain deed of record in Book 686, Page 327, of the Craven County Registry.

This property is also commonly referred to by its tax parcel identification number which is 8-037-102.

NORTH CAROLINA

CRAVEN COUNTY

OFFER TO PURCHASE AND CONTRACT

Lorenza Grist ______, as Buyer, hereby offers to purchase and CRAVEN COUNTY and the CITY OF NEW BERN, collectively as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in or near the City of New Bern, Craven County, North Carolina, being known as and more particularly described as:

Street Address: 2502 New Bern Avenue

Subdivision Name:

Tax Parcel ID No.: 8-037-102

Plat Reference:

Being all of that property more particularly described in Deed Book 3511 , Page 758 in the Craven County Registry.

- 2. PURCHASE PRICE: The purchase price is \$ 5,000.00 and shall be paid as follows:
- (a) \$ 250.00 , EARNEST MONEY DEPOSIT with this offer by ☑ cash □ bank check □ certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.
- (b) \$ 4,750.00 , BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

- (a) This contract is not subject to Buyer obtaining financing.
- (b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (c) The Property is being sold subject to all liens and encumbrances of record, if any.
- (d) Other than as provided herein, the Property is being conveyed "as is".
- (e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.
- (f) Title shall be delivered at Closing by QUITCLAIM DEED

4. SPECIAL ASSESSMENTS: Seller makes no warranty or representation as to any pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, or pending or confirmed owners' association special assessments. Buyer shall take title subject to all pending assessments, if any.

5. PAYMENT OF TAXES: Any ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.

6. EXPENSES: Buyer shall be responsible for all costs with respect to any title search, title insurance, recording of the deed, and its legal fees. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for any excise tax (revenue stamps) required by law.

7. EVIDENCE OF TITLE: Not Applicable.

8. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of final approval of the sale by Craven County's Board of Commissioners and the City of New Bern's Board of Aldermen pursuant to G.S. \$160A-269. The deed is to be made to Lorenza Grist

9. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing.

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

(a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is." Seller makes no representation as to water, sewer, conditions, title, access, or fitness for any intended use.

(b) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.

11. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall not have the right to enter upon the Property for any purpose without advance written permission of the Seller. If such permission is given, Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof.

12. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.): None.

Buyer Initials ______ Seller Initials _____

13. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

14. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).

15. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

18. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:		SELLER	
(If an individual)		CRAVEN COUNTY	
Name: Lorenza Grist Date: March 21, 2022	(SEAL)	By:	(SEAL)
Address: 3604 Yarmouth Road New Bern, NC 28562	-		
Phone: 252-675-3116	-		
(If a business entity)		CITY OF NEW BERN	
By:	(SEAL)	By:Its:	(SEAL)
Date:		Date:	
Phone:	=		

on			
Buyer Initials 71	 Seller Initi	als	
		County	City

Page 2 of 2

Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes. This report was created by Craven County GIS reporting services on 3/21/2022 8:59:45 AM

Parcel ID :	8-037 -102	*
Owner :	CRAVEN COUNTY & NEW BERN-CITY	AR AR
Mailing Address :	406 CRAVEN ST NEW BERN NC 28560	
Property Address :	2502 NEW BERN AVE	
Description :	332 PEMBROKE\$	1712
Lot Description :	s	ubdivision : PEMBROKE

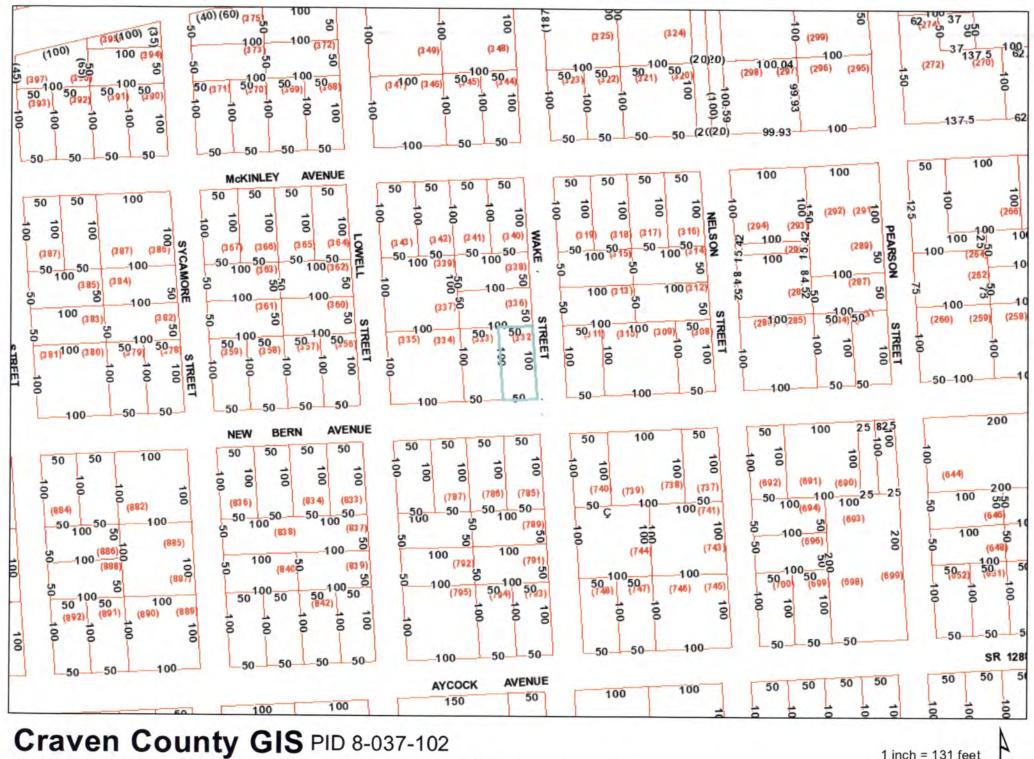
AND TRACK AND A STORE TO T	10.1010-1	Staving Past	17/28 2
Assessed Acreage :	0.107	Calculated Acreage :	0.110
Deed Reference :	3511-0758	Recorded Date :	8 21 2017
Recorded Survey :			
Estate Number :			
Land Value :	\$5,000	Tax Exempt :	Yes
Improvement Value :	\$0	# of Improvements :	0
Total Value :	\$5,000		
City Name :	NEW BERN	Fire tax District :	
Drainage District :		Special District :	
Land use :	VACANT-RESID	DENTIAL TRACT	

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
8/21/2017	GRIST, ANTHONY L & BEVERLY W	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$4,000
4/11/2017	GRIST, ARMY LEE HRS	GRIST, ANTHONY L & BEVERLY W	MULTI-PARCEL SALE-2 OR MORE PA	\$0
1/1/1978	GRIST, ARMY LEE & EARNICE M	GRIST, ARMY LEE	STRAIGHT TRANSFER	\$0
1/1/1978	GRIST, ARMY LEE	GRIST, ARMY LEE HRS	STRAIGHT	\$0

List of Improvements to Site

No improvements listed for this parcel



for tax assessment purposes. Printed on March 21, 2022 at 9:01:38 AM

1 inch = 131 feet

PID 8-037-102 New Bern Avenue





ιr.

Property: 2502 New Bern Ave. (PID 8-037-102)						
Offer Amount					\$	5 000 00
Less: Reimb to City for publication of notice of offer (approx)			\$	214.50	Ş	5,000.00
Balance			-	214.50	\$	4,785.50
County cost reimbursement	_		\$	3,031.77		
City cost reimbursement			\$	•	\$	3,031.77
Remaining Balance					\$	1,753.73
County Taxes at Foreclosure	\$	473.38		69.035%	\$	1,210.69
City Taxes/Priority Liens at Foreclosure	\$	212.33		30.965%	\$	543.04
Total Taxes	\$	685.71				
County Total	\$	4,242.46				
City Total	\$	757.54				

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid for 2410 Georgia Avenue

Date of Meeting: 6/14/2022	Ward # if applicable: 5		
Department: City Clerk	Person Submitting Item: Brenda Blanco		
Call for Public Hearing: □Yes⊠No	Date of Public Hearing: N/A		

Explanation of Item:	Jimmy McGowan has offered to purchase 2410 Georgia Avenue for \$8,000. The 0.34-acre vacant parcel has a tax value of \$15,620 and was acquired by the City and County in 2018. The offer exceeds 50% of the tax value.
Actions Needed by Board:	Consider adopting resolution to initiate the upset bid process
Backup Attached:	Memo, resolution, offer to purchase, tax card, map and pictures of property

Is item time sensitive? □Yes ⊠No

Will there be advocates/opponents at the meeting? \Box Yes \boxtimes No

Cost of Agenda Item: If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? □Yes □ No

Additional Notes:

Aldermen

Sabrina Bengel Jameesha Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



CITY OF NEW BERN

300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor Foster Hughes City Manager Brenda E. Blanco City Clerk Kimberly A. Ostrom Director of Finance

- MEMO TO: Mayor and Board of Aldermen
- FROM: Brenda Blanco, City Clerk

DATE: June 03, 2022

SUBJECT: Offer to Purchase 2410 Georgia Avenue

Jimmy McGowan made an offer to purchase 2410 Georgia Avenue for \$8,000. The 0.34acre vacant parcel has a tax value of \$15,620 and was acquired by the City and County in 2018 through tax foreclosure. Taxes, interest, penalties, fees and costs due to the County at that time were \$2,203.83 and \$6,685.95 to the City.

The bidder owns the adjacent property at 2406 Georgia Avenue and desires to expand his greenspace.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County own certain real property identified as 2410 Georgia Avenue, Craven County parcel identification number 8-018-123; and

WHEREAS, North Carolina General Statute § 160A-269 permits the City to sell property by upset bid after receipt of an offer for the property; and

WHEREAS, the City and Craven County have received an offer to purchase the above described property in the amount of \$8,000.00 submitted by Jimmy McGowan; and

WHEREAS, Jimmy McGowan has paid the required five percent (5%) deposit on the offer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

Section 1. The Board of Aldermen of the City of New Bern authorizes the sale of its interest in the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

Section 2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.

Section 3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

Section 4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Aldermen.

Section 5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first 1,000.00 of that offer and five percent (5%) of the remainder of that offer.

Section 6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check or

certified check. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset bid if a qualifying higher bid is received. If the City and County accept the final high bid, the deposit of the final high bidder will be applied to the purchase price at closing, and if the final high bidder is unable to complete the purchase of the property, the deposit shall be forfeited.

Section 7. The terms of the final sale are:

 (a) The Board of Aldermen must approve the final high offer before the sale is closed, which it may do within thirty (30) days after the final upset bid period has passed; and

(b) The buyer must pay with cash at the time of closing.

Section 8. The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted, and the right to reject all bids at any time, specifically including the initial offer.

Section 9. If no qualifying upset bid is received after the initial public notice, and if the offer set forth above has not been subsequently rejected, the offer set forth above is hereby accepted, and the appropriate city officials are authorized to execute the instruments necessary to convey the property to Jimmy H. McGowan.

ADOPTED THIS 14th DAY OF JUNE, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

CRAVEN COUNTY

OFFER TO PURCHASE AND CONTRACT

Jimmy McGowan ______, as Buyer, hereby offers to purchase and CRAVEN COUNTY and the CITY OF NEW BERN, collectively as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in or near the City of New Bern, Craven County, North Carolina, being known as and more particularly described as:

Street Address: 2410 Georgia Ave

Subdivision Name:

Tax Parcel ID No.: 8-018-123

Plat Reference: 22702

Being all of that property more particularly described in Deed Book 3541 , Page 1501 in the Craven County Registry.

- 2. PURCHASE PRICE: The purchase price is \$ 8000.00 and shall be paid as follows:
- (a) \$800.00 held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.
- (b) \$7200.00 , BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

- (a) This contract is not subject to Buyer obtaining financing.
- (b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (c) The Property is being sold subject to all liens and encumbrances of record, if any.
- (d) Other than as provided herein, the Property is being conveyed "as is".
- (e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.
- (f) Title shall be delivered at Closing by QUITCLAIM DEED

4. SPECIAL ASSESSMENTS: Seller makes no warranty or representation as to any pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, or pending or confirmed owners' association special assessments. Buyer shall take title subject to all pending assessments, if any.

5. PAYMENT OF TAXES: Any ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.

6. EXPENSES: Buyer shall be responsible for all costs with respect to any title search, title insurance, recording of the deed, and its legal fees. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for any excise tax (revenue stamps) required by law.

7. EVIDENCE OF TITLE: Not Applicable.

8. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of final approval of the sale by Craven County's Board of Commissioners and the City of New Bern's Board of Aldermen pursuant to G.S. §160A-269. The deed is to be made to Jimmy H McGowan

9. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing.

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

(a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is." Seller makes no representation as to water, sewer, conditions, title, access, or fitness for any intended use.

(b) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.

11. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall not have the right to enter upon the Property for any purpose without advance written permission of the Seller. If such permission is given, Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof.

12. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.); None.

Buyer Initials JHM

Seller Initials

13. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

14. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).

15. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

18. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:		SELLER	
(If an individual)		CRAVEN COUNTY	
Morry HM'MorryName:Jimmy H McGowanDate:04/29/2022Address:3421 old cherry pt rdnew bern nc 28560Phone:252-637-2410	(SEAL)	By:	(SEAL)
(If a business entity)		CITY OF NEW BERN	
Ву:	(SEAL)	Ву:	(SEAL)
Its:		Its:	
Date:		Date:	
Address:			
Phone:			

Buyer Initials JHM Seller Initials

Page 2 of 2

Craven County Geographic Information System

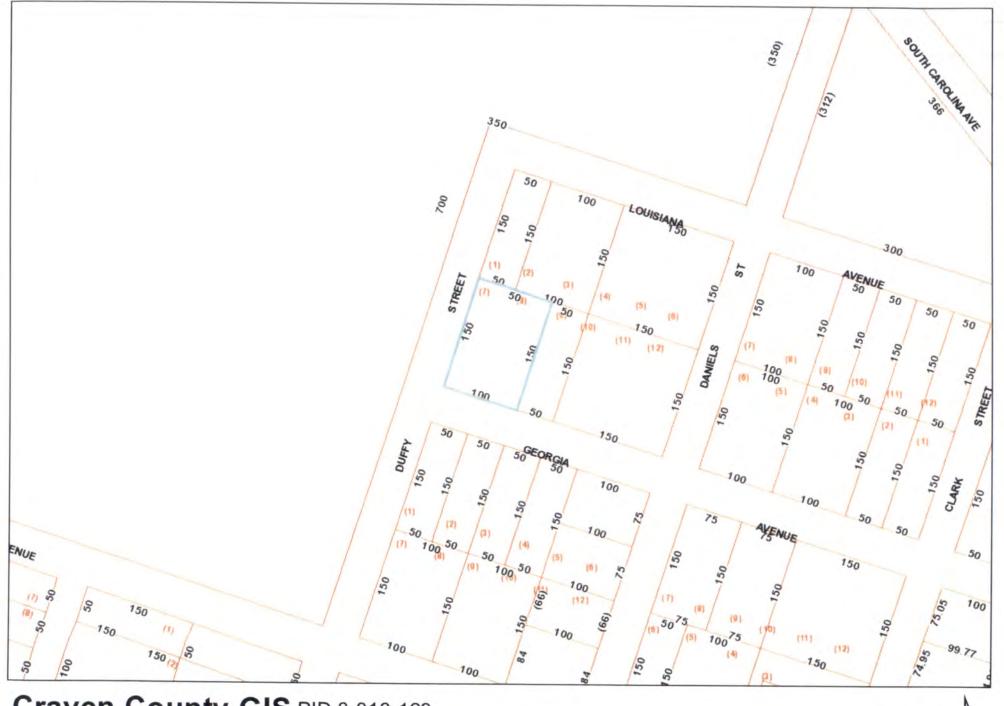
Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes. This report was created by Craven County GIS reporting services on 4/20/2022 2:55-25 pt

	server country of a reporting server	vices on 4/29/2022 2:55:35 PM
Parcel ID :	8-018 -123	
Owner :	CRAVEN COUNTY & NEW BERN-CITY	HR & AL
Mailing Address :	406 CRAVEN ST NEW BERN NC 28560	
Property Address :	2410 GEORGIA AVE	
Description :	LOTS 7 & 8 BLK K OAKSIDE\$	1712
Lot Description :	Subd	ivision :

Assessed A	Acreage :	0.314	Calculated Acreage :	0.340		
Deed Refer	ence :	3541-1501	Recorded Date :	7 12 2018		
Recorded S	Survey :					
Estate Num	ber :					
Land Value	;	\$13,500	Tax Exempt :	Yes		
Improveme	nt Value :	\$2,120	# of Improvements :	1		
Total Value	:	\$15,620				
City Name :		NEW BERN	Fire tax District :			
Drainage Di	strict :		Special District :			
Land use :		RESIDENTIAL	- ONE FAMILY UNIT			
		Recen	nt Sales Information			
ALE DATE	Sellers	Name	Buyers Name	Sale Type	Sale Price	
12/2018	STARLII ALTON	NG, DAVID	CRAVEN COUNTY & NE		\$9,000	

List of Improvements to Site

Type of Structure	Year Built	Base Area 1st Floor	Value	
MOBILE HOME-EXTRA HOOKUP	1995	1	\$2,120	



Craven County GIS PID 8-018-123

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on April 29, 2022 at 3:26:05 PM

2410 Georgia Avenue



AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting a Resolution to Initiate the Upset Bid for 801 Chattawka Lane

Date of Meeting: 6/14/2022	Ward # if applicable: 2	
Department: City Clerk	Person Submitting Item: Brenda Blanco	
Call for Public Hearing: □Yes⊠No	Date of Public Hearing: N/A	

Explanation of Item:	Black Bear Real Estate has offered to purchase 801 Chattawka Lane for \$12,000. The 0.34-acre vacant parcel has a tax value of \$15,000 and was acquired by the City and County in 2019. The offer exceeds 50% of the tax value.
Actions Needed by Board:	Consider adopting resolution to initiate the upset bid process
Backup Attached:	Memo, resolution, offer to purchase, tax card, map and pictures of property

Is item time sensitive? □Yes ⊠No

Will there be advocates/opponents at the meeting? Yes No

Cost of Agenda Item:

If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? \Box Yes \Box No

Additional Notes:

Aldermen

Sabrina Bengel Jameesha Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



CITY OF NEW BERN

300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor Foster Hughes City Manager Brenda E. Blanco City Clerk Kimberly A. Ostrom Director of Finance

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: June 03, 2022

SUBJECT: Offer to Purchase 801 Chattawka Lane

Black Bear Real Estate, LLC made an offer to purchase 801 Chattawka Lane for \$12,000. The 0.34-acre vacant parcel has a tax value of \$15,000 and was acquired by the City and County in 2019 through tax foreclosure. If the property is sold for the initial bid, it is estimated the County will receive \$3,665.21 and the City will receive \$8,344.79 from the proceeds.

The bidder has reviewed the City's land use ordinance and spoken with staff in Development Services about the requirements for erecting a residential structure on the property. If the property is deemed unsuitable for the bidder's immediate plans, the bidder is still interested in acquiring the property.

/beb

RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County own certain real property identified as 801 Chattawka Lane, Craven County parcel identification number 8-022-081; and

WHEREAS, North Carolina General Statute § 160A-269 permits the City to sell property by upset bid after receipt of an offer for the property; and

WHEREAS, the City and Craven County have received an offer to purchase the above described property in the amount of \$12,000.00 submitted by Black Bear Real Estate, LLC; and

WHEREAS, Black Bear Real Estate, LLC has paid the required five percent (5%) deposit on the offer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

Section 1. The Board of Aldermen of the City of New Bern authorizes the sale of its interest in the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

Section 2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.

Section 3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

Section 4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Aldermen.

Section 5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first 1,000.00 of that offer and five percent (5%) of the remainder of that offer.

Section 6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check or certified check. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset bid if a qualifying higher bid is received. If the City and County accept the final high bid, the deposit of the final high bidder will be applied to the purchase price at closing, and if the final high bidder is unable to complete the purchase of the property, the deposit shall be forfeited.

Section 7. The terms of the final sale are:

 (a) The Board of Aldermen must approve the final high offer before the sale is closed, which it may do within thirty (30) days after the final upset bid period has passed; and

(b) The buyer must pay with cash at the time of closing.

Section 8. The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted, and the right to reject all bids at any time, specifically including the initial offer.

Section 9. If no qualifying upset bid is received after the initial public notice, and if the offer set forth above has not been subsequently rejected, the offer set forth above is hereby accepted, and the appropriate city officials are authorized to execute the instruments necessary to convey the property to Black Bear Real Estate, LLC.

ADOPTED THIS 14nd DAY OF JUNE, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

Black Bear Real Estate, LLC , as Buyer, hereby offers to purchase and CRAVEN COUNTY and the CITY OF NEW BERN, collectively as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in or near the City of New Bern, Craven County, North Carolina, being known as and more particularly described as:

Street Address: 801 Chattawka Lane

Subdivision Name:

Tax Parcel ID No.: 8-022-081

Plat Reference:

Being all of that property more particularly described in Deed Book 3569, Page 0527 in the Craven County Registry.

- 2. PURCHASE PRICE: The purchase price is \$12,000.0@nd shall be paid as follows:
- (a) \$1,200.00 held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.
- (b) \$ 10.800.00 BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

- (a) This contract is not subject to Buyer obtaining financing.
- (b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (c) The Property is being sold subject to all liens and encumbrances of record, if any.
- (d) Other than as provided herein, the Property is being conveyed "as is".
- (e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.
- (f) Title shall be delivered at Closing by QUITCLAIM DEED

4. SPECIAL ASSESSMENTS: Seller makes no warranty or representation as to any pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, or pending or confirmed owners' association special assessments. Buyer shall take title subject to all pending assessments, if any.

5. PAYMENT OF TAXES: Any ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.

6. EXPENSES: Buyer shall be responsible for all costs with respect to any title search, title insurance, recording of the deed, and its legal fees. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for any excise tax (revenue stamps) required by law.

7. EVIDENCE OF TITLE: Not Applicable.

8. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of final approval of the sale by Craven County's Board of Commissioners and the City of New Bern's Board of Aldermen pursuant to G.S. §160A-269. The deed is to be made to Black Bear Real Estate, LLC

9. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing.

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

(a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is." Seller makes no representation as to water, sewer, conditions, title, access, or fitness for any intended use.

(b) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.

11. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall not have the right to enter upon the Property for any purpose without advance written permission of the Seller. If such permission is given, Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof.

12. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.): None,

Buyer Initials D Seller Initials

13. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

14. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).

15. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

18. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:		SELLER	
(If an individual)		CRAVEN COUNTY	
	_(SEAL)	By:	(SEAL)
Name:	_	Its:	
Date:		Date:	
Address:			
Phone:			
(If a business entity)		CITY OF NEW BERN	
By: Per	(SEAL)	By:	(SEAL)
Its: Daniel T. Tower, Manager		Its:	
Date: 06/03/2022		Date:	
Address: PO Box 272			
Bridgeton, NC 28519 Phone: 919-880-0121			

Buyer Initials D Seller Initials

Page 2 of 2

Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes. This report was created by Craven County GIS reporting services on 6/3/2022 11:41:57 AM

Parcel ID :	8-022 -081	*	
Owner :	CRAVEN COUNTY & NEW BERN-CITY	OF OF	
Mailing Address :	PO BOX 1128 NEW BERN NC 28563	in the second seco	
Property Address :	801 CHATTAWKA LN		
Description :	62 GREEN PARK PL REVISED\$	1712	
Lot Description :		Subdivision :	

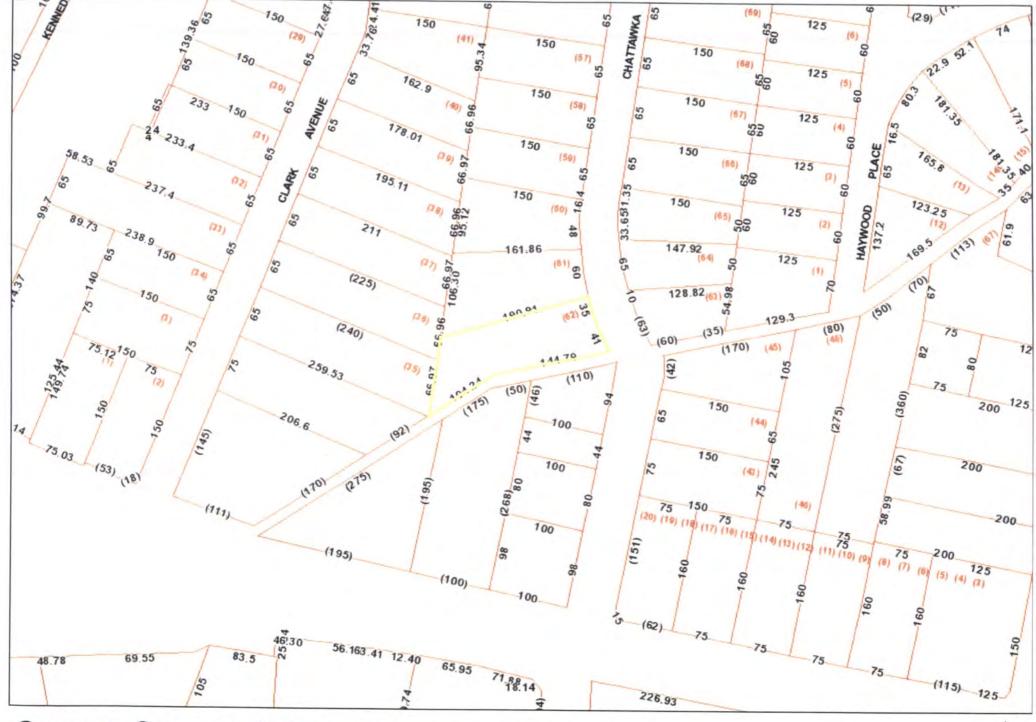
Assessed Acreage :	0.344	Calculated Acreage :	0.340
Deed Reference :	3569-0527	Recorded Date :	5 3 2019
Recorded Survey :			
Estate Number :			
Land Value :	\$15,000	Tax Exempt :	Yes
Improvement Value :	\$0	# of Improvements :	0
Total Value :	\$15,000		
City Name :	NEW BERN	Fire tax District :	
Drainage District :		Special District :	
Land use :	VACANT-RESID	ENTIAL TRACT	

Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
5/3/2019	BRISSETT, COURTNAY	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$10,000
6/3/2008	BRISSETT, CORTNAY & RICHARDS, DALE	BRISSETT, COURTNAY	STRAIGHT TRANSFER	\$0
1/19/2007	BRISSETT, COURTNAY T	BRISSETT, CORTNAY & RICHARDS, DALE	STRAIGHT TRANSFER	\$0
9/25/2006	DANIELS, DELORES WOODRUFF & EARL	BRISSETT, COURTNAY T	STRAIGHT TRANSFER	\$50,000
6/21/2005	BECTON, SHIRLEY T	DANIELS, DELORES WOODRUFF & EARL	STRAIGHT TRANSFER	\$25,000

List of Improvements to Site

No improvements listed for this parcel



Craven County GIS 801 Chattawka Ln PID 8-022-081

1 inch = 122 feet

2022 at 11:43:44 AM

801 Chattawka Lane



Property: 801 Chattawka Lane					
Offer Amount	_			\$	12,000.00
Less: Reimb to City for publication of notice of offer (approx)			\$ 200.00		
Balance				\$	11,800.00
County cost reimbursement			\$ 1,316.37	-	
City cost reimbursement			\$ 257.60	\$	1,573.97
Remaining Balance			 	\$	10,226.03
County Taxes at Foreclosure	\$	2,338.84	29.239%	\$	2,338.84
City Taxes/Priority Liens at Foreclosure	\$	5,660.25	70.761%	\$	5,660.25
Total Taxes	\$	7,999.09			
City Demolition Lien	\$	2,226.94			
County Total	\$	3,655.21		-	
City Total	\$	8,344.79			

AGENDA ITEM COVER SHEET

Agenda Item Title:

Approval of Membership Agreement for Clean Water Education Partnership Services Provided by the Triangle J Council of Government

Date of Meeting: 6/14/2022	Ward # if applicable: All Wards
Department: Public Works	Person Submitting Item: Al Cablay
Call for Public Hearing: □Yes⊠No	Date of Public Hearing: N/A

Explanation of Item:	Agreement to continue partnership with Clean Water Education Partnership
Actions Needed by Board:	Approval of Agreement
Backup Attached:	Membership Agreement for Clean Water Education Partnership

Is item time sensitive? ⊠Yes □No

Will there be advocates/opponents at the meeting?
Yes
No

Cost of Agenda Item: \$3,281.00 annually

If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? \boxtimes Yes \square No

Additional Notes:



NORTH CAROLINA

Public Works Department P.O. Box 1129, 1004 S. Glenburnie Road New Bern, N.C. 28563-1129 Phone: (252) 639-7501 Fax: (252) 636-1848

May 23, 2022

Memo to: Mayor and Board of Aldermen

From: Al Cablay, Director of Public Works

Re: Approval of Membership Agreement for Clean Water Education Partnership Services Provided by the Triangle J Council of Governments

Background Information:

In 2001, the City of New Bern started its stormwater program to comply with requirements set forth by the state and federal governments Municipal Separate Storm Sewer System (MS4) program. Since the program's inception, the city has been in partnership with the Clean Water Education Partnership, which assisted the city in meeting the public education and outreach requirements of its MS4 permit. The agreement has an annual cost of \$3,281.00 and will only change if the certified population data changes.

This agreement is scheduled to begin on or about July 1, 2022 and will conclude June 30, 2025.

Recommendations:

The Public Works Department has reviewed the agreement and recommends that the Board consider approving this agreement.

RESOLUTION

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That the Memorandum of Understanding by and between the City of New Bern and Triangle J Council of Governments., a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the City Manager is hereby authorized and directed to execute the same in duplicate originals for and on behalf of the City.

ADOPTED THIS 14th DAY OF JUNE, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Membership Agreement for Clean Water Education Partnership (CWEP) Services Provided by the Triangle J Council of Governments

This Memorandum of Understanding by and between the undersigned local government (Local Government) and the Triangle J Council of Governments (TJCOG) pertains to the services provided by TJCOG under the Clean Water Education Partnership (CWEP) program.

WITNESSETH:

WHEREAS, CWEP and local government stormwater programs have the same basic mission of providing stormwater outreach and education; and

WHEREAS, CWEP is a program administered by TJCOG that has excelled in providing direct education and mass media to its wide variety of partner communities;

NOW, THEREFORE, TJCOG, via CWEP, will prepare and make available to the Local Government the following direct education and mass media items:

- 1. TJCOG's CWEP Program will assist the Local Government with the following education/ outreach tasks during the term of this MOU related to direct educational programming:
 - Provide physical and digital outreach materials for local governments and target audiences that describe target pollutants and their likely sources and impacts on water quality
 - Maintain an internet website conveying the CWEP program's messages about stormwater pollution
 - c. Make available for download via website outreach materials for target audiences, and distribute materials at in-person or digital community events
 - d. Post on social media channels to promote CWEP's key messages
 - e. Provide unlimited local use and access to original and compiled educational materials on CWEP program website, to include educational videos, printable and digital lessons, lesson plans, and other resources useful for educating a variety of ages and audiences in various settings
 - f. Coordinate annually with stormwater staff and/or relevant educational contacts (as requested by the Local Government) to schedule and conduct stormwater education activities that correlate with NC Essential Science Standards or provide opportunities for citizen participation which may include stream cleanups, citizen science activities, or similar efforts. CWEP will coordinate with the CWEP local government representative prior to contacting any formal educators in the member jurisdiction.
 - g. Provide mechanisms on CWEP program website for public input on stormwater issues

TJCOG's CWEP program will assist the Local Government with the following mass media programming:

a. Coordinate an annual outreach campaign in the form of Public Service Announcements (PSAs) administered by local service providers, which includes the following:

- Videos about common target pollutants, their likely sources, their negative impact on water quality, and best practices for target audiences likely to have significant stormwater impacts
- Static and animated banner ads about stormwater quality that link to the program website
- iii. Approximately 12 weeks (as market costs allow) of digital pre-roll video PSAs, spread across popular stations with the aim of reaching a variety of target audiences.
- iv. Approximately 8 weeks (as market costs allow) of television, radio, social media and/or digital PSAs across popular stations with the aim of reaching a variety of target audiences. CWEP will make an effort to ensure that media reach adequately covers member jurisdictions. Additional stations/programs may be proposed by local media companies and approved collectively by members.
- v. Print and digital advertising in Spanish-language newspaper(s).

b. Provide unlimited local use and access to outreach materials created for CWEP Partners to inform target audiences about target pollutants, their likely sources and impacts on water quality

c. Provide unlimited local use and access of digital media materials for Partner jurisdictions' use in public buildings, parks, DMV locations, outdoor movies, etc

d. Promote regional education and engagement events such as the CWEP Regional Creek Week through CWEP website and social media platforms

Local Governments may use the tasks above to help comply with NPDES MS4 stormwater education requirements or nutrient strategy stormwater education requirements. The Local Government's signature on this MOU (and MS4 permit number if applicable) signifies an understanding that any one of the items listed above may only partially fulfill its education requirements during an audit from NC DEQ. Accordingly, the Local Government acknowledges that it is ultimately responsible for meeting all federal and state laws, rules and regulations related thereto. The Local Government and CWEP share responsibility for determining how specific objectives can be cooperatively achieved, with the understanding that CWEP supplements local efforts to comply with regulatory requirements. The Local Government is highly encouraged to send one or more representatives to CWEP's quarterly steering committee meetings to collaborate on strategies. CWEP will make every reasonable attempt, as permitted by available staffing and supplies, to independently and proactively address the objectives in the Local Government's community, and will update the CWEP Local Government representative each quarter to offer opportunities for discussion and collaboration.

The Local Government agrees to pay TJCOG for the services provided herein based on a fee schedule adopted by TJCOG, voted on by CWEP Local Governments, and incorporated herein by reference. The fee schedule and individual Local Governments' cost shares may change annually in the second and third year of the agreement if population estimates generated by the NC State Demographer's Office show population changes. The period of performance under, and the term of, this MOU will begin on July 1,

2022 and will conclude on June 30, 2025. This agreement automatically renews for a total of 3 years unless either party gives 90-day notice prior to end of the term. The Local Government reserves the unilateral right to terminate this MOU for cause or convenience (in the case of cause, immediately, and in the case of convenience, upon 90 calendar days' written notice), whereupon CWEP and TJCOG will only be entitled to prorated compensation for services properly rendered up to the date of termination.

CWEP will provide an annual report by August 31 on the prior fiscal year's local and regional outreach and education, to include both description and numbers for both mass media and direct education efforts. Interim numbers can be provided as needed.

IN WITNESS WHEREOF, both the Local Government and TJCOG have caused this MOU to be executed by their chief executive officers, all as of the day and year first above written.

City	/ of	New	Bern	
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City/Town/County Name

Foster Hughes

Signatory Print Name

City Manager

NCS000585

MS4 Permit Number, if applicable

Title

Signature

05/24/2022 Date Signed

TRIANGLE J COUNCIL OF GOVERNMENTS

Executive Director, TJCOG

Date

Exhibit A. CWEP FY23 Fee Schedule

		Population* for FY23 (based on	FY23
	Base Cost	July 2020 certified pop from NC State Demographics)	Cost Share (\$0.041 per cap
Town of Apex ^{2,5}	\$2,000	59,368	\$4,434
Town of Benson ²	\$2,000	3,998	\$2,164
Town of Butner ²	\$2,000	8,401	\$2,344
Town of Carrboro ^{2,5}	\$2,000	21,344	\$2,875
Town of Cary 1,2,5	\$2,000	175,635	\$9,201
Town of Chapel Hill 2,5*	\$2,000	54,236	\$4,224
Chatham County 5,6	\$2,000	60,349	\$4,474
Town of Clayton ²	\$2,000	26,517	\$3,087
City of Creedmoor ²	\$2,000	4,869	\$2,200
City of Durham ^{1,3,5}	\$2,000	284,317	\$13,657
Durham County ^{1.5}	\$2,000	37,167	\$3,524
City of Fayetteville 2,3*	\$2,000	188,230	\$9,717
Town of Fuquay-Varina ²	\$2,000	34,604	\$3,419
Town of Garner ^{1,2}	\$2,000	31,306	\$3,284
City of Goldsboro ^{1,2}	\$2,000	34,156	\$3,400
City of Havelock ¹	\$2,000	17,759	\$2,728
Town of Hillsborough ²	\$2,000	9,681	\$2,397
Town of Holly Springs ²	\$2,000	41,711	\$3,710
Town of Hope Mills ²	\$2,000	17,811	\$2,730
Johnston County ¹	\$2,000	154,728	\$8,344
City of Kinston ¹	\$2,000	19,873	\$2,815
Town of Knightdale ²	\$2,000	19,656	\$2,806
Town of Leland ²	\$2,000	23,049	\$2,945
Town of Morrisville 2,5	\$2,000	29,925	\$3,227
Nash County 4,6	\$2,000	41,284	\$3,693
Town of Nashville 2,4	\$2,000	5,635	\$2,231
City of New Bern 1.2	\$2,000	31,240	\$3,281
Orange County 1,5,6	\$2,000	55,500	\$4,276
City of Oxford ⁴	\$2,000	8,632	\$2,354
Town of Pittsboro 5	\$2,000	4,556	\$2,187
City of Raleigh ^{1,3} *	\$2,000	468,977	\$21,228
City of Rocky Mount 2.4	\$2,000	54,309	\$4,227
Town of Rolesville	\$2,000	19,278	\$2,790
City of Roxboro ²	\$2,000	8,131	\$2,333
Town of Siler City	\$2,000	7,733	\$2,317
Town of Smithfield	\$2,000	11,378	\$2,466
Town of Spring Lake ²	\$2,000	11,662	\$2,478
Town of Tarboro ⁴	\$2,000	10,685	\$2,438
Town of Wake Forest ²	\$2,000	48,062	\$3,971
Wayne County 1,6	\$2,000	75,399	\$5,091
Town of Wendell 1,2	\$2,000	9,901	\$2,406
Town of Zebulon ²	\$2,000	6,969	\$2,286

TJCOG Clean Water Education Partnership Program FY23 Fee Schedule

1. Subject to Neuse River Basin Nutrient Management Regulations.

2. Subject to NPDES Phase II Stormwater Regulations.

3. Subject to NPDES Phase I Stormwater Regulations.

4. Subject to Tar-Pamlico River Basin Nutrient Management Regulations.

5. Subject to Jordan Lake Nutrient Management Regulations.

6. MS4 Post-Construction "Tipped Counties"

*Populations have been adjusted for group quarters covered by another state stormwater permit

AGENDA ITEM COVER SHEET



Agenda Item Title: Consider Adopting a Resolution Approving an MOU with RHA – Co-Responder Program

Date of Meeting: 6/14/2022	Ward # if applicable: NA
Department: Police	Person Submitting Item: Chief Patrick Gallagher
Call for Public Hearing: □Yes⊠No	Date of Public Hearing:

Explanation of Item:	New Bern Police Department's MOU with RHA Health Services
Actions Needed by Board:	Consider Adopting a Resolution Approving the MOU
Backup Attached:	Memo to Foster Hughes

Is item time sensitive? □Yes ⊠No	
Will there be advocates/opponents at the meeting? \Box Yes \boxtimes No	

Cost of Agenda Item: \$0 If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? \Box Yes \boxtimes No

Additional Notes: See cover memo.



Founded 1797



NEW BERN POLICE DEPARTMENT

P.O. Box 1129, New Bern, NC 28563-1129 (252) 672-4100

Police and Community Come Together Here



Patrick L. Gallagher Chief of Police

To: Foster Hughes

From: Chief Patrick Gallagher

Date: May 25, 2022

Subject: MOU with RHA – Co-Responder Program

The NBPD has partnered with the RHA Health Services, Inc. to add mental health professional to our response protocols. We have developed a program where we can corespond to persons in crisis and attempt to divert them from the criminal justice system to the more appropriate mental health system.

The Co-Responder Program is designed to increase early identification and intervention for citizens with Behavioral Health (BH) or Intellectual and Development Disabilities (IDD) who have contact with law enforcement. The intent is to minimize the need to arrest persons in crisis due to behavioral health or intellectual disability. Diverting as many people as possible out of the criminal justice system and into the mental health system is the goal. This program also provides an opportunity to assist citizens of our community who are in crisis and help them get access to the treatment and resources that can have a positive impact on their life in supportive/compassionate and timely manner.

The goals of the Co-Responder Services Program are to:

- 1. Prevent unnecessary incarceration and/or hospitalization of individuals with behavioral health needs.
- 2. Provide alternative care in the least restrictive environment through a coordinated system wide approach.
- 3. Prevent unnecessary duplication of mental health services.
- 4. Facilitate the return of law enforcement units to patrol activities.
- 5. Focus on safety for all involved by utilizing a team approach with oversight by supervisory staff

NOTE: The program is funded through RHA.

RESOLUTION

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That the Memorandum of Understanding by and between the City of New Bern and RHA Health Services, Inc., a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the City Manager is hereby authorized and directed to execute the same in duplicate originals for and on behalf of the City.

ADOPTED THIS 14th DAY OF JUNE, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Memorandum of Understanding

City of New Bern AND

RHA Health Services, Inc.

This Memorandum of Understanding (MOU) represents an inter-agency agreement between the *City of New Bern and RHA Health Services, Inc.*, collectively referred to as "the Agencies." This MOU addresses the collaboration between the Agencies for Co-responder activities involving individuals who reside in the city of New Bern.

- The New Bern Police Department provides law enforcement support and activities to the citizens of the city of New Bern. At times, the individuals served/encountered by the New Bern Police Department are in need of or would be better served through the provision of mental health or substance use treatment (including opioids).
- RHA Health Services, Inc. based out of New Bern, NC is a treatment and resource center for mental health services, substance use/addiction recovery support, and support for individuals who have behavioral health needs and co-occurring developmental disabilities. RHA Health Services, Inc. has been awarded funding for performing co-responder activities with the New Bern Police Department through Trillium Health Resources.
- This MOU is intended to outline generally the ways that the Agencies implement and manage Coresponder program and shared individuals.
- 4. It is jointly understood that:
 - a. The City of New Bern will provide:
 - Adequate space and internet access for Co-responder Licensed Clinician, Qualified Professionals and Peer Support Staff.
 - ii. Orient RHA Co-responder staff to the New Bern Police Department and the City of New Bern.
 - iii. Officer support in responding to community calls or crisis events involving individuals with mental health, substance use, or intellectual/developmental disorders.
 - iv. Crisis safety assessments/clearing the scene prior to Co-responder Licensed Clinician and/or Peer Support Staff responding to the situation.
 - v. Ongoing collaboration around diverting individuals with mental health, substance use, or intellectual/developmental disorders from incarceration to treatment services.
 - vi. Assistance with managing individuals served through this program who may also be charged with an offense.
 - vii. Training on the appropriate use of New Bern Police Department radio, including responding to calls and requesting assistance.
 - b. Staff at RHA Health Services, Inc. will:
 - i. Hire a Licensed Clinician, two Qualified Professionals and a Certified Peer Support staff for the Co-responder Program.
 - ii. Ensure RHA staff hired for the Co-responder programs meet all requirements for employment and have completed all RHA required trainings prior to any service delivery.
 - iii. Attend/participate in shift change/roll call activities to facilitate a working relationship with New Bern Police Department personnel
 - iv. Attend/participate in all required New Bern Police Department trainings/orientation.
 - v. Respond to New Bern Police Department calls/crisis situations involving individuals with mental health, substance use, and/or intellectual/developmental disorders once site has been cleared/deemed safe for their response.

- vi. Link individuals to other services in the community necessary for decreasing/eliminating the need for a law enforcement response.
- vii. Keep track of statistical data including:
 - 1. Number of contacts
 - 2. Number of individuals enrolled in treatment as a result of contact
 - 3. Number of individuals served as a result of contact who completed treatment.
 - 4. Make all reasonable efforts to accommodate referred individuals
- c. Nothing in this Agreement will require, nor shall the Agreement be construed to require, New Bern Police Department to refer individuals to RHA Health Services, Inc., and New Bern Police Department may refer individual to any provider of Covered Services that they deem appropriate.
- d. Staff at the Agencies will use standard processes to communicate directly and securely with each other in order to coordinate patient care.
- e. The Agencies will use standard data-sharing processes to implement and manage referrals. These data may include but not be limited to: individual's demographics, medications, allergies, problem lists, procedures, alerts, as well as laboratory reports. Thus, the Agencies will have the ability to share data to enhance the individual's care, avoid duplicative services and support quality initiatives, benchmarking, and sharing of best practices.

Accountability

In the event that the Agencies have reason to believe that one or more of the expectations or activities included in this MOU are not taking place, the following steps shall occur:

- 1. A meeting shall be called with all parties present.
- 2. A mutually agreed upon resolution shall be discussed and agreed upon by all parties.
- If necessary, an amendment shall be made to this MOU or a new MOU shall be developed between the City of New Bern and RHA Health Services, Inc.

Updates

This MOU shall be in effect from the dates executed, below, through <u>May 31, 2023</u>, and shall be reviewed annually. If upon annual review it is determined that items or provisions require the MOU to be revised, a new MOU reflecting such provisions will be prepared and signed by the authorized representatives. Additionally, this MOU can be updated with the agreement of all parties at any time.

City of New Bern

RHA Health Services, Inc.

Foster Hughes City Manager

(date)

Sandy Feutz Chief Operations Officer RHA Health Services, Inc. (date)

AGENDA ITEM COVER SHEET



Agenda Item Title:

Adopt Resolution Approving Water and Sewer Use Agreement with the Owners of 4114 Dr. MLK Jr. Boulevard

Date of Meeting: 6/14/2022	Ward # if applicable: 6
Department: Public Utilities – Water Resources	Person Submitting Item: Jordan Hughes
Call for Public Hearing: □Yes⊠No	Date of Public Hearing: N/A

Explanation of Item:	Standard water and sewer use agreement that is required when service is requested for a property that is has a calculated water and sewer demand greater than 15,000 gallons per day
Actions Needed by Board:	Adopt Resolution Approving Water and Sewer Use Agreement with the owners of 4114 Dr. MLK Jr., Boulevard
Backup Attached:	Memo from Jordan Hughes, copy of Water and Sewer Use Agreement and draft resolution for approving the Agreement.

Is item time sensitive? ⊠Yes □No

Will there be advocates/opponents at the meeting? Yes No

Cost of Agenda Item: N/A

If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? \Box Yes \Box No

Additional Notes:



NORTH CAROLINA

Department of Public Utilities Water Resources 527 NC Highway 55 West, P.O. Box 1129 New Bern, NC 28563 (252) 639-7526

MEMORANDUM

TO:	Mayor and Board of Aldermen
FROM:	Jordan B. Hughes P.E., City Engineer
DATE:	June 1, 2022
SUBJECT:	Recommendation to Approve Water & Sewer Use Agreement For 4114 Dr. MLK Jr. Boulevard

Background Information:

The Proximity New Bern, LLC is proposing to development a 288 unit apartment complex located at 4114 Dr. MLK Jr. Boulevard, within the New Bern municipal limits. The proposed development will include 474 bedrooms and has a calculated average daily water and sewer demand of 72,480 gallons per day (GPD). To facilitate the proposed development, a minor extension of the City's water distribution system and sewer collection system will be installed by the development.

Per Section 74-74 of the City of New Bern Code of Ordinances, any development requesting more than 15,000 GPD of water and sewer capacity shall be required to enter into a written water & sewer use agreement with the City. The purpose of the agreement to formally outline the roles and responsibilities of both, the City and the developer in establishing water and service for the proposed project.

Recommendation:

The water & sewer use agreement for this project has been prepared by City Attorney and executed by The Proximity of New Bern, LLC. In order to allow the developer in proceeding with the construction of the proposed apartment project, City Staff is recommending the Board of Aldermen approve the enclosed water & sewer use agreement.

Attached please find a copy of the water & sewer use agreement and a draft resolution for approving the agreement.

Please contact me if there are any questions or if additional information should be required.

Everything comes together here.

RESOLUTION

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That the Agreement dated June 14, 2022, by and between the City of New Bern and The Proximity New Bern, LLC, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute the same, in duplicate originals, for and on behalf of the City.

ADOPTED THIS 14th DAY OF JUNE 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

CRAVEN COUNTY

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of ______, 2022, by and between the CITY OF NEW BERN, a North Carolina municipal corporation ("City"), and THE PROXIMITY NEW BERN, LCC ("Developer").

WITNESSETH:

THAT WHEREAS, Developer owns a tract or parcel of land located within the City of New Bern, Craven County, North Carolina, and more specifically described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Developer intends to develop the Property as a 474 bedroom apartment development requiring permitted sewerage treatment capacity at full build out of approximately 72,480 gallons per day; and

WHEREAS, Developer desires to connect to the City's water and sewer systems so that the City might provide such services to the Property, subject to certain terms and conditions contained herein; and

WHEREAS, the City and Developer have reached an agreement with respect to said provision of such utility services to the Property and wish to reduce said agreement to writing.

NOW, THEREFORE. IT IS MUTUALLY AGREED by and between the City and Developer as follows:

1. Definitions

1.1. Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Section 1. The defined terms appearing in this Section are set forth in the Agreement in the exact capitalized form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical capitalized form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein.

1.1.1. "Agreement" - means this Agreement between Developer and the City.

1.1.2. "Developer" – means THE PROXIMITY NEW BERN, LLC, a North Carolina business corporation.

1.1.3. "Force Majeure" – means any delay or default in performing hereunder if such delay or default is caused by conditions beyond such party's control without its fault or negligence, including, but not limited to acts of god, government restrictions (including the denial or cancellation of any license or permit), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

1.1.4. "City" – means the City of New Bern, a municipal corporation duly established and existing pursuant to the laws of the State of North Carolina.

1.1.5. "Property" – means the real property owned by Developer located in the City of New Bern, Craven County, North Carolina, more specifically described on Exhibit A attached hereto and incorporated herein by reference.

1.1.6. "Property Sewer System" – means the unified system of pipes, conduits, lift stations, force mains, and appurtenances for collecting and transmitting sewage and other wastewater from residences, commercial establishments or any other buildings within the Property. It shall also include the rights-of-way, easements, and land parcels dedicated for the construction, operation, and maintenance of such system.

1.1.7. "Property Water System" – means the unified and independent system of pipes, lines, conduits and appurtenances for transmitting and distributing water to residences, industrial establishments or any other buildings within the Property. It shall also include the rights-of-way, easements, and land parcels dedicated for the construction, operation, and maintenance of such system.

1.1.8. "Property Systems" – means the Property Sewer System and the Property Water System.

1.1.9. "City Sewer System" – means the unified system of pipes, conduits, lift stations, force mains, and appurtenances for collecting and transmitting sewage that are owned and maintained by the City of New Bern.

1.1.10. "City Water System" – means the unified and independent system of pipes, lines, conduits and appurtenances for transmitting and distributing water that are owned and maintained by the City of New Bern.

1.1.11. "City Systems" - means the City Sewer System and the City Water System.

1.1.12. "Connection Location" – means the specific location and configuration as identified by the City, where the Developer shall cause for the Property Systems to be connected to the City Systems.

1.1.13. "NCDEQ" - means the North Carolina Department of Environmental Quality.

2. <u>City Obligations</u>

2.1. The City shall provide sewer and water service to the Property in an amount not to exceed 72,480 gallons per day (average monthly flow) of permitted water and sewer flow.

2.2. The City's obligation herein to provide sewer service to the Property is solely based upon permitted sewer flow, and not actual sewer flow. Additionally, the City's obligation to provide water and sewer service to the Property does not constitute a transfer or sale of the City's water or sewer treatment capacity to Developer. Developer shall have no ownership interest in the City's water or sewer treatment capacity, other than Developer's contract rights established herein, nor will Developer have any claim, interest or contract right to any remaining unused permitted water or sewer flow at the completion of the Developer's project, or any additional sewer flow resulting from the conversion of the permitted sewer flow to actual sewer flow. The Developer shall have the right to sell portions of the Property and to assign portions of the water and sewer treatment capacity granted hereunder along with such transfer of an interest in all or any portion of the Property, but no water or sewer treatment capacity granted hereunder may be transferred or assigned by Developer without a transfer of an interest in all or a portion of the Property.

2.3. The City shall allow for the connection of the Property Systems to the City Systems at the Connection Locations as identified below:

2.3.1 The Connection Location for water shall be on the City's existing water mains located along U.S. Highway 17 – Dr. M.L. King Jr. Boulevard and/or Greenleaf Cemetery

Road. All infrastructure needed to connect the property to this connection location, shall be considered part of the Property Water System.

2.3.2 The Connection Location for sewer shall be on the City's existing gravity sewer main, located along the northern side U.S. Highway 17 – Dr. M.L. King Jr. Boulevard. All infrastructure needed to connect the property to this connection location, shall be considered part of the Property Sewer System.

2.4. The City shall have no obligation to pay for, fund, or finance any portion of the construction of the Property Systems.

2.5. Upon completion of each phase of construction of the Property Systems, Developer shall provide an engineer's certification that such phase is completely constructed to plan specifications and ready for use. Subsequent thereto, the City shall accept and own the same as part of the City Water System or City Sewer System as the case may be, consistent with the rules and regulations established in the Chapter 74 entitled "Utilities" of the Code of Ordinances of the City of New Bern.

2.6 The City represents and warrants that it shall reserve and guarantee sufficient water and sewer collection and treatment capacity to fulfill its obligations established herein pursuant to the terms and conditions contained herein, <u>SUBJECT ALWAYS</u> to a force majeure, and the rights of the State of North Carolina, or any agency or department thereof, to restrict or preclude the City's ability to comply with its obligations hereunder. In the event of a force majeure, or any limitation or moratorium imposed on the City by the State of North Carolina or any agency or department thereof that limits or precludes the City's ability to comply with its obligations hereunder, the City shall use reasonable efforts and proceed in good faith to cure its inability to comply with the terms of this Agreement as promptly as reasonably possible.

2.7. The City reserves the right to require the Developer to increase the size and/or capacity of any component of the Property Systems, or any component required to connect the Property Systems to the City Systems, up until that date which is sixty (60) days from the execution of this Agreement. Should the City make such a request to the Developer pursuant to this Section 2.6, the Developer shall bid the construction for such work as the Developer originally proposed, AND as the City proposes. The City shall reimburse the Developer an amount equal to the City-required alternate bid less the Developer's original bid within thirty (30) days of the date of the City's acceptance of the work completed under such contract.

2.8. It is specifically understood and agreed between the Parties that every obligation assumed herein by the City is subject to the limitation "to the extent that it may legally do so."

3. Developer Obligations

3.1. Developer shall construct the Property Systems, or cause the same to be constructed, at its sole expense. After the Systems or any phase thereof is certified completed and ready for use, Developer shall convey the same to the City, together with necessarily related real property, utility easements and related facilities as are required by the City Code, free and clear of liens or encumbrances of any nature.

3.2. Developer understands and agrees that all water and sewer users within the Property will pay user rates, user connection and capital recovery fees, and any other applicable fees and charges established in the City Code as are established and fixed from time to time by the Board of Aldermen. Developer further understands and agrees that all water and sewer users within the Property will become City water and sewer customers subject to all of the rules and regulations applicable to City water and sewer customers as the same are established and fixed from time to time by the Board of Alderman of the City.

3.3. Developer shall apply, through the City, for NCDEQ water and sewer permits within twelve (12) months of the date of this Agreement, and shall commence construction of the work authorized under the NCDEQ permits within twelve (12) months of the issuance of the City's notice to proceed with the project. The City shall issue the notice to proceed to the Developer within 30 days of its receipt of the NCDEQ permits for the project.

3.4. Developer understands and agrees that the Property Sewer System must be certified completed and ready for use within three (3) years of the date of the issuance of the City's notice to proceed with the construction of the Property Sewer System. The City shall extend the construction term for any remaining uncompleted phase of the Property Sewer System if (i) the Developer pays the sewer capacity fees (tap fees) in full prior to the expiration of the construction term for such remaining phase; or (ii) the Developer pays the minimum sewer charges for the remaining permitted capacity on a monthly basis. The minimum charge shall be the permitted daily flow, multiplied by the number of days billed, divided by 1,000, and multiplied by the "per thousand gallon charge" for the type of customer served. The sewer

charges shall be the then existing fees as outlined in the sewer rate ordinance for the area served. If the Developer chooses not to extend the construction term for any remaining uncompleted phase of the Property Sewer System, the Developer may not re-apply for a new permit within six (6) months from the end of the construction term. The developer shall pay all processing expenses and fees associated with the expiration of, or reapplication for, any NCDEQsewer permit that expires. The intent and purpose of this Section 3.4 is to provide the Developer with an opportunity to pay the City sewer capacity fees, or pay on a monthly basis for wastewater treatment flow system capacity that is required by this Section 3.4 but not yet constructed in order to avoid losing the City's commitment to provide sewer service to Property beyond the phases that are permitted and constructed.

3.5. Developer understands and agrees that the Property Water System must be certified completed and ready for use within three (3) years of the date of the issuance of the City's notice to proceed with the construction of the Property Water System. The City shall extend the construction term for any remaining uncompleted phase of the Property Water System if (i) the Developer pays the water capacity fees (tap fees) in full prior to the expiration of the construction term for such remaining phase; or (ii) the Developer pays the minimum water charges for the remaining permitted capacity on a monthly basis. The minimum charge shall be the permitted daily flow, multiplied by the number of days billed, divided by 1,000, and multiplied by the "per thousand gallon charge" for the type of customer served. The water charges shall be the then existing fees as outlined in the water rate ordinance for the area served. If the Developer chooses not to extend the construction term for any remaining uncompleted phase of the Property Water System, the Developer may not re-apply for a new permit within six (6) months from the end of the construction term. The developer shall pay all processing expenses and fees associated with the expiration of, or reapplication for, any NCDEO water permit that expires. The intent and purpose of this Section 3.5 is to provide the Developer with an opportunity to pay the City water capacity fees, or pay on a monthly basis for water capacity that is required by this Section 3.5 but not yet constructed in order to avoid losing the City's commitment to provide water service to Property beyond the phases that are permitted and constructed.

4. Miscellaneous

4.1. If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

4.2. This Agreement shall be enforceable by each party hereto by all remedies available at law or in equity, including but not limited to specific performance. Failure or delay to exercise any right, remedy or privilege hereunder shall not operate as a waiver of such right, remedy or privilege nor prevent subsequent enforcement thereof.

4.3. This Agreement shall be executed by the Parties hereto in duplicate originals, each of which, when executed, shall constitute one and the same Agreement and one of which shall be retained by each party.

4.4. This Agreement shall be governed in accordance with the laws of the State of North Carolina.

4.5. Each party agrees that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purpose and intent of this Agreement.

4.6. This Agreement may not be modified or amended except by subsequent written agreement authorized and executed by each party.

4.7. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

4.8. Developer may not assign this Agreement without the express written consent of the City. Notwithstanding anything to the contrary in the foregoing, the Developer may assign all or any portion of the sewer capacity allocation granted herein, along with a transfer of all or any portion of the Property, but not separate and apart from such a transfer, without the prior written consent of City.

IN TESTIMONY WHEREOF, the City has caused this instrument to be executed as its act and deed by the Mayor, and its corporate seal to be hereunto affixed, and attested by its City Clerk, all by the authority of its Board of Aldermen; and Developer has executed or caused this document to be executed by them, all as of the day and year first above written.

CITY OF NEW BERN

By:

MAYOR

ATTEST:

City Clerk

(CORPORATE SEAL)

THE PROXIMITY NEW BERN, LLC

By: _____ Kliccinin W SCHOETTELLOTTE

NORTH CAROLINA CRAVEN COUNTY

I, ______, a notary public in and for said county and state, do hereby certify that on the _____ day of ______, 2022, before me personally appeared DANA OUTLAW with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA BLANCO is the City Clerk of the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and notarial seal, this the _____ day of ______, 2022.

NOTARY PUBLIC

My Commission Expires:

NORTH CAROLINA NEW HANOVER COUNTY

This is to certify that on the 13 day of 4pril, 2022, before me personally appeared <u>William W Schoettelkotte</u> with whom I am personally acquainted, who, being by me duly sworn, says:

WITNESS n	ny hand and notarial seal, this 13 da	y of <u>April</u> , 2022.
		In.l
		NOTARY PUBLIC
My commission exp	ires:	V
	passassassas	,
0	KARLA M. WESTPHAL	
	Notary Public New Hanover County, North Carolina My Commission Expires April 22, 2023	

EXHIBIT "A"

PROPERTY DESCRIPTION

TRACT ONE (Craven County Tax Parcel 8-207-209):

BEGINNING at a point located North 87° 20' 00" West 250.00 feet from the intersection of the southern right-of-way line of U.S. Highway No. 17 with the western right-of-way line of N.C.S.R. 1214, said POINT OF BEGINNING being the northwestern most comer of the land conveyed to Triad Terminal Company by deed recorded in Book 1195, Page 266, Craven County Registry; thence from said POINT OF BEGINNING so located South 09° 36' 43" East along and with the western line of Triad Terminal Company 350.00 feet to a point: thence South 87° 20' 00" East along and with the southern line of Triad Terminal Company 250.00 feet to the western right-of-way line N.C.S.R. 1214: thence South 09° 36' 43" East along and with the western right of-way line of N.C.S.R. 1214, 152.90 feet to a point; thence North 87° 20' 00" West along and with the northern right-of-way line of a 60 foot easement 320.11 feet to a point; thence South 02° 40' 00" West 567.09 feet to a point in the center of a ditch or creek; thence northwestwardly the following courses and distances along and with said ditch or creek: North 55° 48' 26" West 46.57 feet, North 81° 56' 24" West, 42.38 feet, North 55° 03' 19" West 60.53 feet, North 03° 38' 22" West 38.05 feet, North 55° 06' 40" West 48.46 feet and South 85° 53' 30" West 80.49 feet to a point; thence North 00° 36' 29" East 277.27 feet to the southern portion of a cul-de-sac of a 60 foot right-of-way leading from U.S. Highway No. 17; said point being a point of curvature of a curve to the left, said curve having a radius of 60.00 feet, a cord bearing of North 12° 23' 59" East and a cord distance of 37.48 feet, an arc distance of 38.12 feet to the point of tangency of said curve; thence leaving said curve and following the centerline of said 60 foot right-of-way in a northwardly direction from a point of curvature of a curve to the right having a radius of 276.71 feet, a cord bearing of North 19° 41' 00" West, and a cord distance of 210.45 feet, an arc distance of 215.88 feet to the point of tangency; thence North 02° 40' 00" East along and with the centerline of said 60 foot right-of-way, 145 feet to a point; thence South 87° 20' 00" East along and with the southern line of the property now or formerly belonging to New Bern Auto Parts as shown by deed recorded in Book 952. Page 817, Craven County Registry, a distance of 317.09 feet to a point; thence North 16° 58' 21" West along and with the eastern right-of-way line of the New Bern Auto Parts property, 286.68 feet to the southern right-of-way line of U.S. Highway No. 17, thence South 87° 20' 00" East, along and with the southern right-of-way line of U.S. Highway No. 17, 250.00 feet to the POINT OF BEGINNING. Together with a perpetual easement for ingress, egress and regress to and from the tract of land described above and N.C.S.R. 1214 which said easement is 60 feet in width, the northern line of which is described as follows:

BEGINNING AT A POINT in the western right-of-way line of N.C.S.R. 1214, said point being located South 09° 36' 43" East, 502.90 feet from the intersection of the western right-of-way line of N.C.S.R. 1214 with the southern right-of-way line of U.S. Highway No. 17; thence from said POINT OF BEGINNING so located North 87° 20' 00" West 320.11 feet to a point at the end of the western terminus of said 60 foot easement.

Together also with (and subject to) a perpetual easement for ingress, regress and egress to and from the property described hereinabove and U.S. Highway No. 17 over and across that certain

60 foot right-of-way shown and delineated on a map or plat recorded in Book 1101, Page 765, of the Office of the Register of Deeds of Craven County, which said Map is incorporated by reference herein for a complete description of said 60 foot right-of-way. This being the same property conveyed to Grantor by deed recorded in Book 1362, Page 381, Craven County Registry.

TRACT TWO (Craven County Tax Parcel 8-207-213):

BEGINNING AT A POINT in the southern right-of-way line of US Highway 17, which said POINT OF BEGINNING is the northwestern comer of the tract of land conveyed to Broman Investment Co., a North Carolina Partnership, by deed bearing date of January 26, 1979, which appears of record in Book 929, at Page 295, Craven County Registry, which said POINT OF BEGINNING is also located N. 87° 20' 00" W. 500 feet from the intersection of the southerly right of way line of US Highway 17 and the westerly right of way line of NCSR #1214 extension; thence from this POINT OF BEGINNING N. 87° 20' 00" West along and with the southerly right of way line of US Highway 17, 160.74 feet; thence along and with the line of a curve to the left; the radius of which is 30 feet, 47.12 feet; thence S. 02° 40' 00" W. 240 feet; thence S. 87° 20' 00" E. 287.09 feet to the westerly line of the property belonging to Broman Investment Co.; thence N. 16° 58' 21" W. along and with the line of Broman Investment Co. 286.68 feet to the southerly right of way line of US Highway 17, the POINT OF BEGINNING.

Also conveyed herewith is a non-exclusive perpetual easement as described in the deed recorded in Book 952, Page 817, in the Craven County Registry.

Being the same tract or parcel of land described in the deed recorded in Book 1642, Page 434, Craven County Registry.

TRACT THREE (Craven County Tax Parcel 8-207-237):

BEGINNING AT A POINT in the western right of way line of Green Leaf Cemetery Road (NCSR 1214) said POINT OF BEGINNING being located South 09° 36' 44" East 564.31 feet from the intersection of the southern right of way line of U.S. Highway 17 with the western right of way line of Green Leaf Cemetery Road; thence from said POINT OF BEGINNING so located South 09° 36' 43" East along and with the western right of way line of Green Leaf Cemetery Road 510.18 feet to a point where a branch crosses the western right of way line of said Green Leaf Cemetery Road: thence in a northwestwardly and westwardly direction the following courses and distances along and with the centerline of said branch: North 41° 10' 13" West 162.90 feet to a point; thence South 44° 01' 27" West 120.00 feet to a point; thence South 68° 38' 40' West 54.98 feet to a point; thence South 13° 26' 59" West 23.43 feet to a point; thence North 88° 43' 33" West 40.00 feet to a point: thence North 73° 47' 40" West 77.62 feet to a point; thence South 64° 42' 33" West 33.54 feet to a point; thence North 64° 44' 32" West 23.64 feet to a point: thence South 80° 29' 57" West 24.69 feet to a point: thence North 55° 40' 59" West 4.60 feet to a point in the eastern line of the property owned now or formerly by Thomas F. Webb and Karen F. Webb; thence North 02° 40' 00" East 508.72 feet to a point; thence South 87° 20' 00" East 333.17 feet to THE POINT OF BEGINNING. Consisting of 4.18 acres, more or less, according to a map or plat entitled, "Re-Survey of Sunshine Garden Center and Composite Map for Thomas F. Webb," by Brad L. Suitt & Associates, P.A., dated July 5, 2000. This being the

same property conveyed to the Grantor by deed recorded in Book 1767, Page 602, Craven County Registry.

TRACT FOUR (Craven County Tax Parcel 8-207-258):

BEGINNING AT A POINT in the western right of way line of Green Leaf Cemetery Road (NCSR 1214) said POINT OF BEGINNING being located South 09° 36' 44" East 502.90 feet from the intersection of the southern right of way line of U.S. Highway 17 with the western right of way line of Green Leaf Cemetery Road; thence from said POINT OF BEGINNING so located, continuing South 09° 36' 44" East along and with the western right of way line of Green Leaf Cemetery Road; thence North 87° 20' 00" West 333.17 feet to a point; thence North 02° 40' 00" East 60.00 feet to a point; thence South 87° 20' 00" East 320.11 feet to the POINT OF BEGINNING consisting of 0.45 acres, more or less, according to a map or plat entitled, "Re-Survey of Sunshine Garden Center & Composite Map for Thomas F. Webb," by Brad L. Suitt & Associates, P.A., dated July 5, 2000. This being the same property conveyed to Grantor by deed recorded in Book 1767, Page 599, Craven County Registry.

AGENDA ITEM COVER SHEET



Agenda Item Title:

Adopt Resolution Approving Sewer Use Agreement with the Owner of 4721 Highway 70 East

Date of Meeting: 6/14/2022	Ward # if applicable: 3
Department: Public Utilities – Water Resources	Person Submitting Item: Jordan Hughes
Call for Public Hearing: □Yes⊠No	Date of Public Hearing: N/A

Explanation of Item:	Standard water and sewer use agreement that is required when service is requested for a property that is currently located outside of the New Bern municipal limits.
Actions Needed by Board:	Adopt Resolution Approving Sewer Use Agreement with the owner of 4721 Highway 70 East
Backup Attached:	Memo from Jordan Hughes, copy of Sewer Use Agreement and draft resolution for approving the Agreement.

Is item time sensitive? ⊠Yes □No

Will there be advocates/opponents at the meeting? \Box Yes \boxtimes No

Cost of Agenda Item: N/A

If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? \Box Yes \Box No

Additional Notes:



NORTH CAROLINA

Department of Public Utilities Water Resources 527 NC Highway 55 West, P.O. Box 1129 New Bern, NC 28563 (252) 639-7526

MEMORANDUM

TO:Mayor and Board of AldermenFROM:Jordan B. Hughes P.E., City EngineerDATE:June 1, 2022SUBJECT:Recommendation to Approve Sewer Use Agreement for 4721 Hwy. 70E

Background Information:

The owner of 4721 Highway 70 East is planning to build a medical clinic on the subject property, which is currently outside of the New Bern municipal limits. The owner of the property has indicated that they desire to connect their proposed building to the City's sewer system along Highway 70 East. This proposed commercial use has a calculated average daily sewer demand of 500 gallons per day (GPD). To facilitate the proposed connections to the City's sewer system, a standard sewer service connection can be provided to the property without the need for a main extension.

Per Section 74-74 of the City of New Bern Code of Ordinances, any proposed connection for service located outside of the New Bern municipal limits requesting water and sewer capacity shall be required to enter into a written sewer use agreement with the City. The purpose of this agreement is to formally outline the roles and responsibilities of both, the City and the owners in establishing service for the proposed project.

Recommendation:

The sewer use agreement for this project has been prepared by City Attorney and executed by the owner. In order to allow the property owner to proceed with the proposed connection, City Staff is recommending the Board of Aldermen approve the enclosed sewer use agreement.

Attached please find a copy of the sewer use agreement and a draft resolution for approving the agreement.

Please contact me if there are any questions or if additional information should be required.

Everything comes together here.

RESOLUTION

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That the Agreement dated June 14, 2022, by and between the City of New Bern and Kevin Carr, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute the same, in duplicate originals, for and on behalf of the City.

ADOPTED THIS 14th DAY OF JUNE 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

NORTH CAROLINA

CRAVEN COUNTY

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this <u>2nd</u> day of <u>June</u>, 2022 by and between the CITY OF NEW BERN, a North Carolina municipal corporation ("City"), and KEVIN CARR ("Owner").

WITNESSETH:

THAT WHEREAS, Owner owns a tract or parcel of land located within in Craven County, North Carolina, and more specifically described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Owner intends to develop the Property as a commercial development requiring permitted sewerage treatment capacity at full build out of approximately 500 gallons per day; and

WHEREAS, Owner desires to annex the Property into the City, and to connect to the City Sewer System so that the City might provide such service to the Property, subject to certain terms and conditions contained herein; and

WHEREAS, the City and Owner have reached an agreement with respect to said provision of such utility services to the Property and wish to reduce said agreement to writing.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the City and Owner as follows:

1. Definitions

1.1. Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Section 1. The defined terms appearing in this Section are set forth in the Agreement in the exact capitalized form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical capitalized form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein.

1.1.1. "Agreement" - means this Agreement between Owner and the City.

1.1.2. "Owner" - means Kevin Carr

1.1.3. "Force Majeure" - means any delay or default in performing hereunder if

such delay or default is caused by conditions beyond such party's control without its fault or negligence, including, but not limited to acts of god, government restrictions (including the denial or cancellation of any license or permit), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

1.1.4. "City" - means the City of New Bern, a municipal corporation duly established and existing pursuant to the laws of the State of North Carolina.

1.1.5. "Property" – means the real property owned by Owner located in the City of New Bern, Craven County, North Carolina, more specifically described on Exhibit A attached hereto and incorporated herein by reference.

1.1.6. "Property Sewer System" – means the unified system of pipes, conduits, lift stations, force mains, and appurtenances for collecting and transmitting sewage and other wastewater from residences, commercial establishments or any other buildings within the Property. It shall also include the rights-of-way, easements, and land parcels dedicated for the construction, operation, and maintenance of such system.

1.1.7. "Property Systems" - means the Property Sewer System.

1.1.8. "City Sewer System" – means the unified system of pipes, conduits, lift stations, force mains, and appurtenances for collecting and transmitting sewage that are owned and maintained by the City of New Bern.

1.1.9. "City Systems" - means the City Sewer System.

1.1.10. "Connection Location" – means the specific location and configuration as identified by the City, where the Owner shall cause for the Property Systems to be connected to the City Systems.

1.1.11. "NCDEQ" - means the North Carolina Department of Environmental Quality.

2. City Obligations

6.5

2.1. The City shall provide sewer service to the Property in an amount not to exceed 500 gallons per day (average monthly flow) of permitted sewer flow.

2.2. The City's obligation herein to provide sewer service to the Property is solely based upon permitted sewer flow, and not actual sewer flow. Additionally, the City's obligation to provide sewer service to the Property does not constitute a transfer or sale of the City's sewer treatment capacity to Owner. Owner shall have no ownership interest in the City's sewer treatment capacity, other than Owner's contract rights established herein.

2.3. The City shall allow for the connection of the Property Systems to the City Systems at the Connection Locations as identified below:

2.3.1 The Connection Location for sewer shall be a standard service connection provided by the City along Highway 70.

2.4. The City shall have no obligation to pay for, fund, or finance any portion of the construction of the Property Systems.

2.5. The City represents and warrants that it shall reserve and guarantee sufficient sewer collection and treatment capacity to fulfill its obligations established herein pursuant to the terms and conditions contained herein, <u>SUBJECT ALWAYS</u> to a force majeure, and the rights of the State of North Carolina, or any agency or department thereof, to restrict or preclude the City's ability to comply with its obligations hereunder. In the event of a force majeure, or any limitation or moratorium imposed on the City by the State of North Carolina or any agency or department thereof that limits or precludes the City's ability to comply with its obligations hereunder, the City shall use reasonable efforts and proceed in good faith to cure its inability to comply with the terms of this Agreement as promptly as reasonably possible.

2.6. It is specifically understood and agreed between the Parties that every obligation assumed herein by the City is subject to the limitation "to the extent that it may legally do so."

3. Owner Obligations

4.7

3.1 Prior to performing any land disturbing activities on the Property, the Owner shall petition the Board of Alderman of the City of New for annexation of the Property. This action shall be performed by the Owner prior to obtaining a City of New Bern building permit and/or a City of New Bern sewer availability letter.

3.2. Owner understands and agrees that all sewer users within the Property will pay user rates, user system development fees, user connection fees, and any other applicable fees and charges established in the City Code as are established and fixed from time to time by the Board of Aldermen. Owner further understands and agrees that all sewer users within the Property will become City sewer customers subject to all of the rules and regulations applicable to City sewer customers as the same are established and fixed from time to time by the Board of Alderman of the City.

4. Miscellaneous

5.4

4.1. If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

4.2. This Agreement shall be enforceable by each party hereto by all remedies available at law or in equity, including but not limited to specific performance. Failure or delay to exercise any right, remedy or privilege hereunder shall not operate as a waiver of such right, remedy or privilege nor prevent subsequent enforcement thereof.

4.3. This Agreement shall be executed by the Parties hereto in duplicate originals, each of which, when executed, shall constitute one and the same Agreement and one of which shall be retained by each party.

4.4. This Agreement shall be governed in accordance with the laws of the State of North Carolina.

4.5. Each party agrees that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purpose and intent of this Agreement.

4.6. This Agreement may not be modified or amended except by subsequent written agreement authorized and executed by each party.

4.7. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large,

 Owner may not assign this Agreement without the express written consent of the City. IN TESTIMONY WHEREOF, the City has caused this instrument to be executed as its act and deed by the Mayor, and its corporate seal to be hereunto affixed, and attested by its City Clerk, all by the authority of its Board of Aldermen; and Owner has executed or caused this document to be executed by them, all as of the day and year first above written.

CITY OF NEW BERN

By:____

MAYOR

ATTEST:

City Clerk

(CORPORATE SEAL)

OWNER

in Carr Kevin Carr

NORTH CAROLINA CRAVEN COUNTY

I, ______, a notary public in and for said county and state, do hereby certify that on the _____day of ______, 20____, before me personally appeared DANA E. OUTLAW with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA BLANCO is the City Clerk of the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and notarial seal, this the ____ day of ______, 20___.

NOTARY PUBLIC

My Commission Expires:



This	is to certify that	on the _2nd day of _	June	, 2022 , before me personally	
appeared	Kevin Carr	and	N/A	withwhom / war personally	
acquainted.	who, being by me	duly sworn, says:			

This foregoing instrument was acknowledged before me by means of online notarization, this 06/02/2022 by Kevin Carr.

WITNESS my hand and notarial seal, this 2nd day of <u>June</u>, $2\theta_{22}$.

and the	NELSON RIVERA. Notary Public - State of Florida
	Commission # 141 15384 Explices on Comm 6 2035

Relam Rivero

Personally Known OR ____Produced Identification

NOTARY PUBLIC Online Notary Nelson Rivera

My commission expires:

10/06/2025

Type of Identification Produced DL

Notarized online using audio-video communication

EXHIBIT A

4721 US HIGHWAY 70 EAST CRAVEN COUNTY PARCEL ID; 7-046-002

Beginning at a point in the western right of way line of US Highway No. 70, which said point stands N 18° 20' W 1,112 feet measured along said western right of way line of Highway No. 70, from the intersection of said right of way line with the centerline of NC Road 1112. Thence from said beginning continuing along said right of way line, N 18° 20' W 458.3 feet; thence S 71° 40' W 275 feet; thence N 47° 15' W 236 feet to the eastern right of way line of the Atlantic and North Carolina Railroad, said right of way being 100 feet on each side of the centerline; thence with the eastern right of way of said Atlantic and North Carolina Railroad S 18° 05' E 333.3 feet; thence S 68° 00' E along the line of Mrs. Ida Card, and with a fence, 521.4 feet to the western right of way line of US highway No. 70, and the point of beginning. Containing 2.95 acres. All bearings contained herein being magnetic for 1968.

Being the same property described in those certain Deeds recorded in Book 740, Page 616 and Book 2879, Page 161, Craven County Registry.

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting a Resolution Approving NC Statewide Emergency Management Mutual Aid & Assistance Agreement – Revision 2021

Date of Meeting: 6/14/2022	Ward # if applicable:
Department: City Clerk	Person Submitting Item: Brenda Blanco
Call for Public Hearing: □Yes⊠No	Date of Public Hearing:

Explanation of Item:	The last statewide mutual aid agreement was updated in 2021 and approved by the Board of Aldermen on 08/10/21. The State has requested that the agreement be updated annually. There are no changes in this agreement compared to the last one adopted, nor are there changes in the city's designated representatives. The agreement is quite useful in speeding up the process for local governments when applying for FEMA reimbursement after a declared disaster.
Actions Needed by Board:	Consider adopting a resolution approving the agreement
Backup Attached:	Memo from Stanley Kite, Craven County's Emergency Services Director, Resolution and Agreement

Is item time sensitive? ⊠Yes □No	
Will there be advocates/opponents at the meeting? \Box Yes \boxtimes No	

Cost of Agenda Item:

If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? \Box Yes \Box No

Additional Notes:

Stanley Kite, Director Ira Whitford, Asst. Director

MEMORANDUM

Craben County

Ph: (252) 636-6608 Fax: (252) 636-6655

Emergency Services

TO: Craven County Manager City of New Bern Manager ✓ City of Havelock Manager Town of Bridgeton Mayor Town of Riverbend Manager Town of Dover Mayor Town of Cove City Mayor Town of Vanceboro Mayor Town of Trentwoods Mayor

FROM: Stanley Kite, Emergency Services Director

SUBJ: Statewide Mutual Aid Agreement

DATE: May 19, 2022

I have been asked by the North Carolina Department of Crime Control and Public Safety Division of Emergency Management to get the Local Governments in Craven County to update the Statewide Emergency Management Mutual Aid Agreement annually.

The agreement has helped speed up the process for local governments when applying for reimbursement from the Federal Emergency Management Agency after a declared disaster. The agreement meets the Federal Emergency Management Agency's requirements for such agreements when giving or receiving help in a declared disaster event. I am sending the entire agreement for your records and review.

I would like to have the original documents back after they are signed so I can present them to the Division of Emergency Management. I hope to have all these agreements in before July 1, 2022 so we can all be better prepared for any disaster. Again if I can assist you in this matter please call me at 252-636-6608 or you can email me at <u>skite@cravencountync.gov</u>.

Thank you for your attention in this matter.

RESOLUTION

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That the agreement entitled "North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement – Revision 2021", a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute same on behalf of the City of New Bern.

ADOPTED THIS 14TH DAY OF JUNE, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



FOR THE CITY OF NEW BERN

THIS AGREEMENT IS ENTERED INTO BETWEEN THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, AND ITS DIVISION OF EMERGENCY MANAGEMENT OF THE STATE OF NORTH CAROLINA AND BY EACH OF THE ENTITIES THAT EXECUTES AND ADOPTS THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:

WHEREAS, the State of North Carolina is geographically vulnerable to a variety of natural disasters;

WHEREAS, Chapter 166A of the North Carolina General Statutes, entitled the North Carolina Emergency Management Act, recognizes this vulnerability and provides that its intended purposes are to:

1. Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;

2. Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;

3. Provide for the rapid and orderly rehabilitation of persons and restoration of property;

4. Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery;

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments;

WHEREAS, under Chapter 166A and other chapters of the North Carolina General Statutes, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times;

THEREFORE, pursuant to G.S. 166A-19.72, these entities agree to enter into this Agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

SECTION I. DEFINITIONS

"Agreement" means this document, the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" includes personnel, equipment, facilities, services, and supplies.

"Authorized Representative" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

"Disaster declaration" means a gubernatorial declaration that the impact or anticipated impact of an emergency constitutes a Type I, II, III disaster as defined in G.S. 166A-19.21(b)

"Emergency" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, terrorism, weather-related, public health, explosionrelated, riot-related cause, or technological failure or accident, including, but not limited to, a cyber incident, an explosion, a transportation accident, a radiological accident, or a chemical or other hazardous material incident.

"Emergency Area" The geographical area covered by a state of emergency.

"Local Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15.

"Party" means a governmental entity which has adopted and executed this Agreement.

"Provider" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient").

"Recipient" means the party setting forth a request for aid and assistance to another party (the "Provider").

SECTION II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

Pursuant to G.S. 166A-19.60 and as elaborated upon in Section X of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section X of this Agreement.

SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by Recipient. When Recipient becomes affected by a emergency and deems its resources inadequate, it may request mutual aid and assistance by communicating the request to Provider, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request, including the transmission of a proclamation of local state of emergency under G.S. 166A-19.22, and a completed form describing recipient's projected needs in light of the emergency. All requests for mutual aid and assistance shall be transmitted by the party's *Authorized Representative* or to the *Coordinator of the Local Agency* as set forth below.

A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE: Recipient shall set forth requests as follows:

(i) REQUESTS ROUTED THROUGH THE RECIPIENT'S LOCAL AGENCY: Recipient may directly contact the Local Agency, in which case it shall provide the Local Agency with the information in paragraph B of this Section (Section III). The Local Agency shall then contact other parties on behalf of Recipient to coordinate the provision of mutual aid and assistance. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to Section VII of this Agreement.

(ii) REQUESTS MADE DIRECTLY TO PROVIDER: Recipient may directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section (Section III). All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VII of this Agreement. Provider and Recipient shall be responsible for keeping Local Agencies advised of the status of response activities, in a timely manner.

(iii) RECORD OF REQUESTS TO BE PROVIDED: A record of the request for assistance shall be provided by the Recipient to the Director of the Division of Emergency Management in the NC Department of Public Safety, in a timely manner.

B. REQUIRED INFORMATION: Each request for assistance shall include the following information, in writing or by any other available means, to the extent known:

1. Emergency Area and Status: A general description summarizing the condition of the community or emergency area (i.e., whether the emergency and/or disaster declaration is imminent, in progress, or has already occurred) and of the damage sustained to date;

2. Services: Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;

3. Infrastructure Systems: Identification of the type(s) of public infrastructure system for which assistance is needed (water and sewer, storm water systems, streets) and the type of work assistance needed;

4. Aid and Assistance: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;

5. Provider's Traveling Employee Needs--Unless otherwise specified by Recipient, it is mutually understood that Recipient will provide for the basic needs of Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's traveling employees, including, without limitation, transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's traveling employees at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and/or housing at the emergency area, Recipient shall specify in its request for assistance that the Provider's traveling employees be self-sufficient.

6. Facilities: The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and

7. Meeting Time and Place: An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

C. STATE AND FEDERAL ASSISTANCE: Recipient shall be responsible for coordinating requests for state or federal assistance with its (Recipient's) Local Agency.

SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by the Recipient/Local Agency, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the

Recipient/Local Agency (whichever communicated the request). Provider shall complete a written acknowledgment, whether on the request form received from Recipient or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient/Local Agency for a final response. Provider's acknowledgment shall contain the following information:

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;

2. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.]

3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and

4. The name of the person(s) to be designated as Provider's supervisor (pursuant to the "Supervision and Control" section [Section V] of this Agreement.) Where a request has been submitted to the Local Agency, the Local Agency shall notify Recipient's authorized representative and forward the information from Provider. The

Recipient/Local Agency shall respond to Provider's written acknowledgment by signing and returning a copy of the form to Provider by the most efficient practical means, maintaining a copy for its file.

SECTION V. SUPERVISION AND CONTROL

Provider shall designate one of its employees sent to render aid and assistance to Recipient as a supervisor. As soon as practicable, Recipient shall assign work tasks to Provider's supervisor, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisor and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

Based upon such assignments from the Recipient, Provider's supervisor shall:

1. Have the authority to assign work and establish work schedules for Provider's personnel. Further, supervisor shall retain direct supervision and control of Provider's personnel, equipment, and other resources. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;

2. Maintain daily personnel time records, material records, and a log of equipment hours;

3. Report work progress to Recipient at mutually agreed upon intervals.

SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

Unless otherwise provided, the duration of Provider's assistance shall be for an initial period of seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of Provider and Recipient.

As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses.

A. Personnel-- During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse Provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel under the terms of the North Carolina Workers' Compensation Act (Chapter 97 of the North Carolina General Statutes).

Equipment-- Recipient shall reimburse the Providers for the use of equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition.

At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

B. Materials And Supplies—Recipient shall reimburse Provider for all materials and supplies furnished and that are used or damaged by Recipient during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and PAGE 6 OF 11

supplies, which shall be included in the equipment rate established in subsection B of this section (Section VII), Recipient will not be responsible for costs where such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used during the period of assistance. The measure of reimbursement shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200, 102 are explained in 44 C.F.R. 206.228. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, Provider's materials and supplies used or damaged in a reasonable time. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.

C. Record Keeping-- Recipient and North Carolina Division of Emergency Management personnel shall provide information, directions, and assistance for record-keeping to Provider's personnel. Provider shall maintain records and submit invoices for reimbursement by Recipient or the North Carolina Division of Emergency Management using the format used or required by FEMA publications, 2 C.F.R. Part 200 and applicable Office of Management and Budget (OMB) Circulars.

D. Payment; Other Miscellaneous Matters as to Reimbursements-- The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. part 206. Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing signed by both parties by mutual agreement. This shall not preclude Provider or Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to Recipient.

E. Contracting – If recipient or provider contracts with a third party to perform any aid or assistance under the provisions of this agreement, then the entity shall follow any applicable local, state, or federal contracting requirements.

SECTION VIII. RIGHTS AND PRIVILEGED OF PROVIDER'S EMPLOYEES

Pursuant to G.S. 166A-19.60 whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

SECTION X. IMMUNITY

Pursuant to G.S. 166A-19.60 all activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death of or injury to persons or for damage to property as a result of any such activity.

SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY

To the extent allowed by applicable law, each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement. Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT

Pursuant to GS 166A-19.12(19) and under this agreement, the responsibilities of the North Carolina Division of Emergency Management are: (1) to serve as the central depository for executed Agreements, to maintain a current listing of entities with their authorized representatives and contact information, and to provide this listing to each of the entities on an annual basis; (2) to coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this Agreement; (3) to keep a record of all requests for assistance and acknowledgments; (4) to report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate; and (5) if the parties so designate, to serve as the eligible entity for requesting reimbursement of eligible costs from FEMA and provide information, directions, and assistance for record keeping pursuant thereto.

SECTION XIII. AMENDMENTS

Manner-- This Agreement may be modified at any time upon the mutual written consent of

the Recipient and Provider.

Addition of Other Entities--Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; and (2) sending an executed copy of the Agreement to the North Carolina Division of Emergency Management.

SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the Director of North Carolina Division of Emergency Management, which shall provide copies to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent by the Director of the North Carolina Division of Emergency Management to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred prior to withdrawal hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

SECTION XV. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, for example pursuant to Chapter 160A of the North Carolina General Statutes, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

SECTION XVII. EFFECTIVE DATE

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

IN WITNESS WHEREOF, each of the parties have caused this North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its Chief Executive Officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

DIVISION OF EMERGENCY MANAGEMENT DEPARTMENT OF PUBLIC SAFETY

BY:

Eddie M. Buffaloe, Jr. Secretary Department of Public Safety Date:

BY:

William C. Ray, Director Division of Emergency Management Date:

BY:____

Chief Executive Officer/Local Government Name: Dana E. Outlaw Title: Mayor Name of Unit: City of New Bern Date: 06/14/2022

APPROVED AS TO PROCEDURES:

BY: Office of General Counsel Department of Public Safety Date: WITNESS:

Brenda E. Blanco, City Clerk



LIST OF AUTHORIZED REPRESENTATIVES TO CONTACT FOR EMERGENCY ASSISTANCE

FOR THE City of New Bern

MAILING ADDRESS:

P.O. Box 1129 New Bern NC 28563-1129

DATE: June 14, 2022

PRIMARY REPRESENTATIVE

NAME: Foster Hughes TITLE: City Manager DAY PHONE: 252-639-2700 CELL PHONE: 252-626-1430

NIGHT PHONE:

FAX: 252-639-2841

FIRST ALTERNATE REPRESENTATIVE

NAME: Robert Boyd TITLE: Fire Chief DAY PHONE: 252-639-2930 CELL PHONE: 252-675-2997

NIGHT PHONE:

FAX: 252-636-1084

SECOND ALTERNATE REPRESENTATIVE

NAME: Patrick Gallagher TITLE: Chief of Police DAY PHONE: 252-672-4195 CELL PHONE: 252-698-8149

NIGHT PHONE: FAX: 252-633-6978

AGENDA ITEM COVER SHEET

Agenda Item Title:

Consider Adopting a Resolution Approving the Classification Pay Plan

Date of Meeting: 6/14/2022	Ward # if applicable:
Department: Human Resources	Person Submitting Item: Sonya Hayes
Call for Public Hearing: □Yes⊠No	Date of Public Hearing:

Explanation of Item:	The current Classification Pay Plan was adopted for FY 21-22. The Board must approve the recommended changes included in the FY 22-23 proposed budget as a resolution.
Actions Needed by Board:	Adopt resolution approving the Classification Pay Plan FY 22- 23.
Backup Attached:	

Is item time sensitive? ⊠Yes □No

Will there be advocates/opponents at the meeting?
Yes
No

Cost of Agenda Item: None

If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? \Box Yes \Box No

Additional Notes:



NORTH CAROLINA 303 First Street, P.O. Box 1129 New Bern, NC 28563 (252) 639-7571

- TO: Mayor and Board of Aldermen
- FROM: Sonya H. Hayes Director of Human Resources
- DATE: June 14, 2022

RE: Employee Classification Pay Plan FY 2022-2023

Background

The Classification Pay Plan, adopted for Fiscal Year 2021-2022, should be amended to reflect proposed changes that have been incorporated into the Fiscal Year 2022-2023 budget. The proposed Classification Pay Plan increases each salary range by 2.5%. Adjusting the salary ranges by will support our efforts to ensure that salaries remain competitive with comparable size municipalities and will also improve employee retention.

Requested Action

We are requesting that the Board of Aldermen consider approving the attached resolution which adopts the Classification Pay Plan effective July 1, 2022.

RESOLUTION

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

That the City of New Bern Classification Pay Plan, a copy of which is attached hereto and incorporated herein by reference, be and the same is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same for and on behalf of the City. The Classification Pay Plan shall be effective as of July 1, 2022.

ADOPTED THIS 14th DAY OF JUNE 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

City of New Bern Classification Pay Plan Fiscal Year 2022 - 23 Effective July 1, 2022

Grade	Title	Minimum	Midpoint	Maximum	
1		20,687	27,178	33,668	
2		21,722	28,537	35,352	
3		22,808	29,965	37,119	
4		23,948	31,463	38,976	
5	Custodian	25,146	33,035	40,924	
6	Lead Custodian Parks Worker	26,403	34,686	42,971	
7	Accounting Clerk Hydrant/Meter Maintenance Worker I Inventory Control Clerk Office Assistant II Parks Maintenance Technician Recreation Program/Athletic Assistant Senior Maintenance Worker Tree Trim Groundworker Utility Maintenance Worker I Utility Service Specialist	27,723	36,421	45,120	
8	Billing Services Representative Equipment Operator I Maintenance Construction Worker Payment Services Representative Police Service Technician Utility Service Technician	29,109	38,243	47,375	
9	Bio-Solids Operator Customer Service Representative Electric Meter Technician Fire Trainee Hydrant/Meter Maintenance Worker II Irrigation Operator Lead Equipment Operator I Lead Maintenance Worker Office Assistant III Parks Maintenance Specialist Senior Billing Services Representative Senior Payment Services Representative Tree Trimmer Trainee Utility Control System Operator Utility Maintenance Worker II Warehouse Assistant	30,565	40,154	49,744	

10	Accounting Technician I Electric Groundworker Engineering Assistant Equipment Operator II Maintenance Technician Police Officer Trainee Police Service Technician (Animal Control) Police Service Technician (Property & Evidence) Senior Customer Service Representative Wastewater Treatment Plant Operator I Water Treatment Plant Operator I	32,093	42,162	52,231	
11	Administrative Assistant Fire Specialist Human Resources Assistant Hydrant/Meter Maintenance Lead Worker Police Service Technician/Telecommunicator I Tree Trimmer Utility Locator Utility Maintenance Lead Worker	33,698	44,271	54,843	
12	Auto Mechanic Fire Specialist I Laboratory Technician Lead Equipment Operator II Lead Maintenance Technician Metering and Billing Coordinator Parks Crew Leader Police Service Technician/Telecommunicator II Pump Station Mechanic Wastewater Treatment Plant Operator II Water Treatment Plant Operator II	35,383	46,484	57,585	
13	Accounting Technician II Cross Connection Coordinator Customer Service Supervisor Electric Line Worker 3rd Class Fire Specialist II Inflow and Infiltration Technician Load Management Systems Technician Payment Services Supervisor Police Service Technician/Telecommunicator III Utility Locate Coordinator	37,152	48,808	60,464	
14	Building Inspector I Electric Svc. Representative Fire Specialist III Human Resources Technician Lead Auto Mechanic Nuisance Abatement Officer Police Officer Substation Technician I Tree Trim Crew Leader Wastewater Treatment Plant Operator III	39,010	51,248	63,487	

Water Treatment Plant Operator III

15	Biosolids Supervisor Electric Line Worker 2nd Class Electrical Engineer Technician Electrician Facilities Maintenance Crew Supervisor GIS Technician Hydrant/Meter Crew Supervisor Pretreatment Coordinator Water/Sewer Crew Supervisor	40,959	53,810	66,662	
16	Account Services Supervisor Athletic Coordinator Billing Services Supervisor Building and Grounds Maintenance Supervisor Building Inspector II Fire Prevention Inspector Heavy Equipment Manager IT Technician Master Police Officer I Planner I Recreation Program Coordinator Special Events Coordinator Special Projects Coordinator Substation Technician II Wastewater Treatment Plant Oper, IV Water Treatment Plant Operator IV	43,008	56,502	69,994	
17	Accountant Administrative Support Supervisor Assistant Fire Marshal Civilian Unit Supervisor Electric Line Worker 1st Class Fire Engineer Master Police Officer II MPO Planner Treatment Plants Maint. Supervisor Utility Control Room Supervisor	45,158	59,326	73,495	
18	Athletic Supervisor Building Inspector III Center Supervisor Chief Treatment Plant Operator Deputy Fire Marshal Energy Management Specialist Facilities Maintenance Superintendent Field Service and Metering Supervisor Financial and Budget Analyst Fire Captain Laboratory Supervisor Master Police Officer III Planner II Project Coordinator	47,415	62,292	77,169	

Senior IT Technician Telemetry and Control Technician Water Facilities Maintenance Superintendent Water Resources Service Coordinator

19	Building and Grounds Maintenance Superintendent Business Assistant/Analyst Community Development Coordinator Fiber Systems Technician Fleet Maintenance Superintendent Key Accounts Analyst IT Infrastructure Analyst IT Systems Analyst Parks Superintendent Police Sergeant Purchasing and Warehouse Manager Recreation Superintendent Safety Officer Stormwater Superintendent Waste Collection Superintendent Water/Sewer Construction Superintendent	49,787	65,407	81,028	
20	Electric Line Crew Leader Planner III Senior Accountant Utility Coordinator (Electric)	52,275	68,678	85,079	
21	Chief Building Inspector City Clerk Land & Community Development Administrator Metropolitan Planning Organization Administrator Public Information Officer	54,890	72,111	89,333	
22	Fire Battalion Chief Fire Division Chief of Training Fire Marshal/Division Chief of Fire Prevention GIS Programmer Analyst Police Lieutenant SCADA/Control Systems Supervisor Senior Financial and Budget Analyst Senior IT Analyst Staff Engineer Streets Superintendent Support Services Division Chief Utility Maintenance Superintendent Wastewater Treatment Plant Manager Water Treatment Plant Manager	57,635	75,717	93,800	
23	Assistant Director of Public Works Asst. Director of Human Resources City Planner Electric Substation Superintendent GIS Manager Utility Business Operations Manager	60,516	79,502	98,489	

24	Accounting Manager Community & Economic Development Manager Deputy Fire Chief/Operations Commander Police Captain Utility Business Office Manager	63,541	83,477	103,414
25	Electric Engineering Manager	66,719	87,652	108,584
26		70,054	92,034	114,014
27	Deputy Chief of Police Executive Director Redevelopment Commission	73,557	96,636	119,715
28	Electric Distribution Superintendent	77,235	101,467	125,700
29	Transmission and Distribution Manager	81,096	106,541	131,985
30	Director of Human Resources Director of Information Technology Director of Parks & Recreation	85,152	111,868	138,584
31	City Engineer Fire Chief	89,409	117,461	145,513
32	Chief of Police Director of Development Services Director of Finance Director of Public Works Director of Utilities	93,880	123,334	152,789
33	Assistant City Manager	98,575	129,501	160,429

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting Schedule of Fees and Charges Ordinance Amendment for Fiscal Year 2022-23

Date of Meeting: 6/14/2022	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: □Yes⊠No	Date of Public Hearing:

Explanation of Item:	Amend the Schedule of Fees and Charges for FY 2022-23, effective July 1, 2022. Schedule of Fees and Charges with redline and Schedule of Fees and Charges without redline are attached.
Actions Needed by Board:	Adopt Ordinance Amendment for the FY 2022-23 Schedule of Fees and Charges
Backup Attached:	Memo; Ordinance

Is item time sensitive? ⊠Yes □No

Will there be advocates/opponents at the meeting?
Yes
No

Cost of Agenda Item:

If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? \Box Yes \Box No

Additional Notes:

Aldermen

Sabrina Bengel Jameesha Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



CITY OF NEW BERN

300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor Foster Hughes City Manager Brenda E. Blanco City Clerk Kimberly A. Ostrom Director of Finance

- TO: City Manager, Honorable Mayor and Members of the Board of Aldermen
- FROM: Kim Ostrom Director of Finance
- DATE: June 2, 2022

RE: Amendment to Schedule of Fees and Charges

Background

The City of New Bern Schedule of Fees and Charges, adopted on May 25, 2021, should be amended to reflect proposed fee changes. These changes are included in the City Manager's recommended budget for FY 2022-23 as part of the revenue projections and will be effective July 1, 2022.

Current

These changes, additions and deletions are identified in red on the attached proposed City of New Bern Schedule of Fees and Charges. At the recommendation of the Board of Aldermen at the May 24, 2022 meeting, the increase in parking lease fees were removed. Please note fee amendments in the following sections:

- Section 2 Cemeteries
- Section 4 Parking
- Section 5 Parks and Recreation
- Section 7 Police
- Section 9 Public Works
- Section 10 Refuse
- Section 11 Utilities Electric, Water, and Sewer
- Section 12 Utilities Sewer Pretreatment

Requested Action

The Board consider adopting the attached FY 2022-23 Annual Budget Ordinance at its June 14, 2022 meeting.

AN ORDINANCE TO AMEND THE CITY OF NEW BERN SCHEDULE OF FEES AND CHARGES

THAT WHEREAS, pursuant to the Code of Ordinances of the City of New Bern, upon recommendation from the City Manager, the Board of Aldermen of the City of New Bern desires to amend the City of New Bern "Schedule of Fees and Charges" adopted on May 25, 2021 by deleting the same in its entirety and adopting in its stead the attached "Schedule of Fees and Charges".

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

<u>SECTION 1</u>. That the City of New Bern "Schedule of Fees and Charges" adopted by the Board of Aldermen on May 25, 2021 is hereby amended by deleting the same in its entirety and adopting in its stead the attached "Schedule of Fees and Charges" to be effective as of July 1, 2022.

ADOPTED THIS 14th DAY OF JUNE, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

1. ADMINISTRATIVE	FEI
Copies - Other info not specifically listed	Minimum CO.00 (4
Copies - Other find flot specifically listed	Minimum \$2.00 (1 - 10 copie
GIS Base Maps (8.5"x11")	plus 20¢ each additional copy over
GIS Base Maps (0.5 XTT) GIS Base Maps (11"x17")	B&W \$2; color \$
GIS Base Maps (24"x36")	B&W \$3; color \$
GIS Base Maps (24 x30) GIS Base Maps (36"x48")	B&W \$10; color \$
Plans/Plats (copies of) ariel view - letter size	B&W \$15; color \$
Plans/Plats (copies of) ariel view - tabloid size	
Plans/Plats (copies of) ariel view - large size	\$7.
Maps - Other large formats	\$12.
Maps - Street index map	\$10.
Maps - Soleer Index Inap Maps - Zoning	\$15.
Maps - Coning Maps - GIS staff time for non-existent maps or data:	\$10 large; \$5 sm
Analysis/Coordinator	
Technician	\$50
Administration	\$25
Motor vehicle fee	\$20
Publications:	
CAMA Land Use Plan	\$
Historic Preservation Guidelines	\$
Land Use Ordinance	\$
Urban Design Plan	\$
Street Atlas Book	\$3
Convenience fee for online payment	
Returned payment fee	\$2
2. CEMETERIES: (Code Sections 18-26 and 18-32)	FEE
Opening/Closing:	
Weekdays before 4pm, adult	\$500 resident/\$750 nonreside
Weekdays before 4pm, infant/cremations/mausoleum	\$250 resident/\$500 nonreside
Weekdays after 4pm and weekends, adult	\$575 resident/\$1,000 nonreside
Weekdays after 4pm and weekends, infant/cremations/mausoleum	\$300 resident/\$500 nonreside
Holidays, adult	\$650 resident/\$1,000 nonreside
Holidays, infant/cremations/mausoleum	\$425 resident/\$750 nonreside
Wait time per hour (for noncompliance for "before 4pm" services that extend beyond 4pm)	\$150 resident/\$300 nonreside
Grave/Lot Sales - New Bern Memorial Cemetery:	
Plot - Single grave, resident	\$60
Plot - Single grave, nonresident	\$1,20
Plot - 4-Grave lot, resident	\$2.00
Plot - 4-Grave lot, nonresident	\$4.00
Plot - Infant grave, resident	\$10
Plot - Infant grave, nonresident	\$30
Plot - Mausoleum, resident	\$3,50
Plot - Mausoleum, nonresident	\$7,00
Plot - Cremations, resident	\$25
Plot - Cremations, nonresident	\$50
Transfer/resale of license (per grave)	\$25 resident-to-resident/\$100 nonresider

services. In many instances, it will be necessary to refer to specific city code provisions, or to a specific utility rate-setting ordinance in order to determine when a fee, charge, rate or fine is to be imposed. For ease of reference, citations to applicable city code provisions are provided.

3. FIRE: (Code Section 30-33)	FEES
Working without a permit	Cost of permit plus \$50
Fire Hydrant Flow Test (service provided by contractor and coordinated with fire inspector)	\$50
Plan Review (Construction)	\$50
New Business Inspection	\$50
ABC/ALE Inspection	
Special Requested Inspections	\$50
Care Homes (foster, respite, therapeutic)	\$50
2nd Reinspection (noncompliance when Codes ARE NOT met)	\$50
3rd Reinspection (noncompliance when Codes ARE NOT met)	\$75 \$150
Standby personnel-minimum 4-men engine company	
After hours fire inspection	FEMA equipment rate plus labor
Occupying building without a C/O or C/C	\$150
Beedpying balang wallout a C/O of C/C	\$150

(1000000/1-//2022)	
Failure to obtain final inspection	\$100
Operational Permits:	
Amusement buildings	\$75
Carnivals and Fairs	\$75
Combustible dust-producing operations	\$75
Covered and open mall buildings	\$75
Exhibits and trade shows	\$75
Explosives	\$125
Flammable and combustible liquids (only mandated by NC Fire Prevention Code)	\$75
Fumigation and thermal insecticidal fogging	\$75
Liquid or gas vehicles or equipment in assembly buildings	\$75
Private fire hydrants	\$75
Pyrotechnic special effects material	\$125
Spraying or dipping	\$75
Temporary membrane structures and tents	\$75
Open burning - land clearing	\$50/acre cleared
Open burning - hazard reduction	No Fee
Open burning - camp fire	\$75
Construction Permits:	
Automatic fire extinguishing systems	\$100 +\$2 per head
Battery systems	\$75
Compressed gas	\$75
Cyrogenic fluids	\$75
Emergency responder radio coverage systems	\$75
Fire alarm and detection systems and related equipment	\$100
Fire pump and related equipment	\$100
Flammable and combustible liquids (only mandated by NC Fire Prevention Code)	\$75
(per tank if applicable)	575
Gates and barricades across fire apparatus access roads	\$75 per gate or barricade
Hazardous materials	\$75 per gate of barricade \$75
Industrial ovens	\$75
Private fire hydrants	
Smoke control or smoke exhaust systems	\$75 per hydrant
Solar photovoltaic power systems	\$75
Spraying or dipping	\$75
Standpipe systems	\$75
Storage Tank - AST/UST/Installation/Removal/Repiping/Abandonment	\$100
Temporary membrane structures and tents	\$125
Fire Main Inspection	\$75
4. PARKING: (Code Section 70-272)	\$100 + \$2 per foot of pipe
Parking Spaces Monthly Fee: (billed annually)	FEES
	\$20 Limited/\$30 Residential
Limited: 7:00am - 5:30pm - Monday to Friday	\$20
Residential: 24 hours	\$30
Sign Installation Fee - one-time fee for monthly spaces	\$20
Late Penalty - Parking leases billed and managed by Accounting (payment received after due	5% of monthly bill
date)	5 % Of HIOHUNY DI
Delinquent Fee - Parking leases billed and managed by Accounting (payment received 10+	¢20
days after due date)	\$30
Parking Penalties (Code Section 70-274)	COE and and for further data th
Leased Space Parking Hangers	\$25, see code for further details
5. PARKS AND RECREATION: (Code Section 50-2)	2 Free, \$3 each additional
Athletics and Field Rentals:	FEES
Admission fees for various activities (basketball, tournaments,outdoor concerts, etc) - Daily	not to exceed \$5
Admission fees for various activities (basketball, tournaments,outdoor concerts, etc) - Weekend	not to exceed \$13
Adult aparta lagava Maria kashathall (as taga)	
Adult sports leagues - Men's basketball (per team)	\$350 resident/\$450 nonresident
Adult sports leagues - Adult 3 on 3 basketball (per team)	\$200 resident/\$275 non resident
	\$350 resident/\$450 nonresident
Adult sports leagues - Women's basketball (per team)	
Adult sports leagues - Men's flag football (per team)	\$250 resident/\$325 nonresident
Adult sports leagues - Men's flag football (per team) Adult sports leagues - Kickball/Dodgeball/Wiffleball (per team)	
Adult sports leagues - Men's flag football (per team) Adult sports leagues - Kickball/Dodgeball/Wiffleball (per team) Adult sports leagues - co-ed softball (per team)	\$250 resident/\$325 nonresident \$200 resident/\$275 nonresident \$400 resident/nonresident
Adult sports leagues - Men's flag football (per team) Adult sports leagues - Kickball/Dodgeball/Wiffleball (per team) Adult sports leagues - co-ed softball (per team) Adult sports leagues - 5K events per participant	\$250 resident/\$325 nonresident \$200 resident/\$275 nonresident
Adult sports leagues - Men's flag football (per team) Adult sports leagues - Kickball/Dodgeball/Wiffleball (per team) Adult sports leagues - co-ed softball (per team) Adult sports leagues - 5K events per participant Adult sports leagues - Individual participation for all leagues	\$250 resident/\$325 nonresident \$200 resident/\$275 nonresident \$400 resident/nonresident
Adult sports leagues - Women's basketball (per team) Adult sports leagues - Men's flag football (per team) Adult sports leagues - Kickball/Dodgeball/Wiffleball (per team) Adult sports leagues - co-ed softball (per team) Adult sports leagues - SK events per participant Adult sports leagues - Individual participation for all leagues Adult sports leagues - Co-ed volleyball Summer basketball program (Youth)	\$250 resident/\$325 nonresident \$200 resident/\$275 nonresident \$400 resident/nonresident \$30 resident/\$45 nonresident

Summer basketball program (Adult)	\$15 resident/\$20 nonreside
Aquatic Center General Admission:	
Up to age 2	\$2.50 resident; \$3.25 nonresider
Parent and one child up to age 2 package	\$5.50 resident; \$6.75 nonresider
(\$1.00 for each additional child up to age 2. Limit of 3)	
Age 3-17	\$4.00 resident; \$5.00 nonresider
Age 18-54	\$4.50 resident; \$5.50 nonresider
Age 55 and up (seniors)	\$3.50 resident; \$4.50 nonresider
Aquatic Center Family Night:	
Up to age 2	\$1.00 resident; \$1.50 nonresider
Age 3-17	\$2.00 resident; \$2.50 nonresider
Age 18-54	\$2.50 resident; \$3.00 nonresider
Age 55 and up (seniors)	\$1.50 resident; \$2.00 nonresider
Aquatic Center season pass	\$60 resident; \$100 nonresider
Aquatic Center Pool Party:	
2 Hours - Up to 30 participants	\$150 resident; \$200 nonresider
31 or greater participants (per person)	s s
Deposit - Refundable	\$5
Athletic Field - Ballfield Preparation (per field):	
Baseball/Softball	\$3
Football/Soccer/Lacrosse	\$10
Athletic field - Day use minimum 2 hours maximum 8 hours (additional after 8 hours):	\$10
Civic organizations/private groups - city sponsored	N/C
Schools during school hours and/or athletic season	N/0
Recreation teams *	\$15/h
Civic organizations/private groups not charging admission/donations*	
*No charge if no field prep is done	\$20/hr resident; \$30/hr nonresiden
Civic organizations/private groups charging admission/donations	COE/he and deals CEO/he with
Athletic field - Night use minimum 2 hours maximum 4 lighted hours:	\$25/hr resident; \$50/hr nonresiden
Non-city recreation teams	\$30/h
Civic organization/private groups - not charging admission/donations	\$25/hr resident; \$50/hr nonresiden
Pirite a segmentary Report London to the second	
Civic organizations/private groups charging admission/donations	
Athletic field (full tournament not to exceed 3 days/2 nights)	\$40/hr resident; \$60/hr nonresiden \$350 + \$25/hr attendant fe
Athletic field (full tournament not to exceed 3 days/2 nights) Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours)	\$350 + \$25/hr attendant fee \$20/hr resident:\$30/hr nonresiden
Athletic field (full tournament not to exceed 3 days/2 nights) Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours) EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department.	\$350 + \$25/hr attendant fee \$20/hr resident;\$30/hr nonresiden
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Athletic field (full tournament not to exceed 3 days/2 nights) Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours) EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department. Batting cages, parties only (2 hours). Available offseason only. Bleacher rentals (daily rental fees) Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented) Recreation Programs: Childcare after-school recreation program (resident) Childcare after-school recreation program (non-resident)	\$350 + \$25/hr attendant fe \$20/hr resident;\$30/hr nonresiden \$30(hr nonresiden));
Athletic field (full tournament not to exceed 3 days/2 nights) Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours) EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department. Batting cages, parties only (2 hours). Available offseason only. Bleacher rentals (daily rental fees) Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented) Recreation Programs: Childcare after-school recreation program (resident) Childcare after-school recreation program (non-resident) Classes - Adult recreation & fitness (annual) indoor	\$350 + \$25/hr attendant fe \$20/hr resident;\$30/hr nonresiden \$30(hr nonresiden
Athletic field (full tournament not to exceed 3 days/2 nights) Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours) EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department. Batting cages, parties only (2 hours). Available offseason only. Bleacher rentals (daily rental fees) Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented) Recreation Programs: Childcare after-school recreation program (resident) Childcare after-school recreation program (non-resident) Classes - Adult recreation & fitness (annual) indoor Classes - Adult recreation & fitness outdoor (20 city/80 split with instructor)	\$350 + \$25/hr attendant fee \$20/hr resident;\$30/hr nonresiden \$30(hr nonresiden \$30(hr nonresiden \$30(hr nonresiden \$30(hr nonresiden \$30(hr nonresiden \$35/wh \$30(hr nonresiden \$35/wh \$30(hr nonresiden \$35/wh \$30(hr nonresiden \$35/wh \$30(hr nonresiden \$35/wh \$30(hr nonresiden \$35/wh \$30(hr nonresiden \$35/wh
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Athletic field (full tournament not to exceed 3 days/2 nights) Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours) EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department. Batting cages, parties only (2 hours). Available offseason only. Bleacher rentals (daily rental fees) Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented) Recreation Programs: Childcare after-school recreation program (resident) Classes - Adult recreation & fitness outdoor Classes - Adult recreation & fitness outdoor (20 city/80 split with instructor) Classes - Art (nonresident) includes instructor fee & some materials	\$350 + \$25/hr attendant fee \$20/hr resident;\$30/hr nonresiden \$30 \$100 (small); \$150 (medium); \$300 (large) (1 4 sets \$30 (small); \$150 (medium); \$300 (large) (1 4 sets \$30 (small); \$150 (medium); \$300 (large) (1 50/wk \$300 (small); \$150 (small); \$300 (large) (1 50/wk) \$300 (small); \$150 (small); \$300 (large) (1 50/wk) \$300 (small); \$150 (small); \$300 (s
Athletic field (full tournament not to exceed 3 days/2 nights) Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours) EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department. Batting cages, parties only (2 hours). Available offseason only. Bleacher rentals (daily rental fees) Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented) Recreation Programs: Childcare after-school recreation program (resident) Classes - Adult recreation & fitness (annual) indoor Classes - Adult recreation & fitness outdoor (20 city/80 split with instructor) Classes - Art (resident) includes instructor fee & some materials (20 city /80 split with instructor) Classes - Art (nonresident) includes instructor fee & some materials Classes - Art (nonresident) includes instructor fee & some materials Classes - Ceramics (resident) includes instructor fee & some materials Classes - Ceramics (resident)	\$350 + \$25/hr attendant fee \$20/hr resident;\$30/hr nonresiden \$30 \$100 (small); \$150 (medium); \$300 (large) (1 4 sets \$30 (small); \$150 (medium); \$300 (large) (1 4 sets \$30 (small); \$150 (medium); \$300 (large) (1 50/wh \$30 (small); \$150 (medium); \$300 (large) (1 50/wh
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Athletic field (full tournament not to exceed 3 days/2 nights) Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours) EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department. Batting cages, parties only (2 hours). Available offseason only. Bleacher rentals (daily rental fees) Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented) Recreation Programs: Childcare after-school recreation program (resident) Classes - Adult recreation & fitness (annual) indoor Classes - Adult recreation & fitness outdoor (20 city/80 split with instructor) Classes - Art (resident) includes instructor fee & some materials (20 city /80 split with instructor) Classes - Ceramics (resident) Classes - Ceramics (resident) Classes - Ceramics (resident) Classes - Ceramics (nonresident) Classes - Ceramics (resident) Classes - Ceramics (resident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident)	\$350 + \$25/hr attendant fe \$20/hr resident;\$30/hr nonresiden \$30 \$100 (small); \$150 (medium); \$300 (large) (1 4 sets \$100 (small); \$150 (medium); \$300 (large) (1 4 sets \$30 resident/\$35 nonresiden \$30 resident/\$35 nonresiden \$20-\$150 \$40-\$200 \$30; seniors \$25 \$40; seniors \$30
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Athletic field (full tournament not to exceed 3 days/2 nights) Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours) EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable' organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department. Batting cages, parties only (2 hours). Available offseason only. Bleacher rentals (daily rental fees) Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented) Recreation Programs: Childcare after-school recreation program (resident) Childcare after-school recreation program (non-resident) Classes - Adult recreation & fitness (annual) indoor Classes - Adult recreation & fitness outdoor (20 city/80 split with instructor) Classes - Art (resident) includes instructor fee & some materials (20 city /80 split with instructor) Classes - Ceramics (resident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) includes instructor fee & some materials Classes - Ceramics (resident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) Dog Park: Yearly 1 dog	\$350 + \$25/hr attendant fee \$20/hr resident;\$30/hr nonresiden \$30 \$100 (small); \$150 (medium); \$300 (large) (1 4 sets \$30 (small); \$150 (medium); \$300 (large) (1 4 sets \$35/wh \$35/wh \$35/wh \$30 resident/\$35 nonresiden \$6 per class \$20-\$150 \$40-\$200 \$30; seniors \$25 \$40; seniors \$30 \$40; seniors \$30
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Athletic field (full tournament not to exceed 3 days/2 nights) Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours) EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable' organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department. Batting cages, parties only (2 hours). Available offseason only. Bleacher rentals (daily rental fees) Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented) Recreation Programs: Childcare after-school recreation program (resident) Childcare after-school recreation program (non-resident) Classes - Adult recreation & fitness (annual) indoor Classes - Adult recreation & fitness outdoor (20 city/80 split with instructor) Classes - Art (resident) includes instructor fee & some materials (20 city /80 split with instructor) Classes - Ceramics (resident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) Dog Park: Yearly 1 dog Each additional dog One day pass Weekend pass	\$350 + \$25/hr attendant fe \$20/hr resident;\$30/hr nonresiden \$30 \$100 (small); \$150 (medium); \$300 (large) (1 4 sets \$30 (small); \$150 (medium); \$300 (large) (1 4 sets \$35/wi \$30 resident/\$35 nonresiden \$50/wi \$30 resident/\$35 nonresiden \$20-\$150 \$40-\$200 \$30; seniors \$25 \$40; seniors \$30 \$40; seniors \$30; seniors \$40; seniors \$30; seniors \$40; seniors \$30; seniors \$40;
Athletic field (full tournament not to exceed 3 days/2 nights) Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours) EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department. Batting cages, parties only (2 hours). Available offseason only. Bleacher rentals (daily rental fees) Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented) Recreation Programs: Childcare after-school recreation program (resident) Classes - Adult recreation grogram (non-resident) Classes - Adult recreation & fitness (annual) indoor Classes - Adult recreation & fitness (undoor (20 city/80 split with instructor) Classes - Art (resident) includes instructor fee & some materials (20 city /80 split with instructor) Classes - Ceramics (resident) Classes - Ceramics (nonresident) Classes - Section (nonresident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) Classes - Monterials Classes - Monterials Monthly pass	\$350 + \$25/hr attendant fe \$20/hr resident;\$30/hr nonresiden \$30 \$100 (small); \$150 (medium); \$300 (large) (1 4 sets \$100 (small); \$150 (medium); \$300 (large) (1 4 sets \$35/wi \$35/wi \$35/wi \$50/wi \$50/wi \$20-\$150 \$20-\$150 \$40-\$200 \$30; seniors \$25 \$40; seniors \$30 \$40; seniors \$40; seniors \$40
Athletic field (full tournament not to exceed 3 days/2 nights) Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours) EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department. Batting cages, parties only (2 hours). Available offseason only. Bleacher rentals (daily rental fees) Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented) Recreation Programs: Childcare after-school recreation program (resident) Childcare after-school recreation program (non-resident) Classes - Adult recreation & fitness (annual) indoor Classes - Adult recreation & fitness outdoor (20 city/80 split with instructor) Classes - Art (resident) includes instructor fee & some materials (20 city /80 split with instructor) Classes - Ceramics (resident) Classes - Ceramics (resident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) Classes - Structure fee & some materials Classes - Ceramics (nonresident) Classes - Mathematication & fitness (nonresident) Classes - Ceramics (nonresident) Dog Park: Yearly 1 dog Each additional dog One day pass Monthly pass Honor/Memory Programs:	\$350 + \$25/hr attendant fe \$20/hr resident;\$30/hr nonresiden \$30 \$100 (small); \$150 (medium); \$300 (large) (1 4 sets \$100 (small); \$150 (medium); \$300 (large) (1 4 sets \$35/wi \$35/wi \$35/wi \$50/wi \$50/wi \$20-\$150 \$20-\$150 \$40-\$200 \$30; seniors \$25 \$40; seniors \$30 \$40; seniors \$40; seniors \$40
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Athletic field (full tournament not to exceed 3 days/2 nights) Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours) EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department. Batting cages, parties only (2 hours). Available offseason only. Bleacher rentals (daily rental fees) Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented) Recreation Programs: Childcare after-school recreation program (resident) Classes - Adult recreation & fitness (annual) indoor Classes - Adult recreation & fitness outdoor (20 city/80 split with instructor) Classes - Adult recreation & fitness outdoor (20 city/80 split with instructor) Classes - Adult necreation instructor fee & some materials (20 city/80 split with instructor) Classes - Ceramics (resident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) Dog Park: Yearly 1 dog Each additional dog One day pass Weekend pass Monthly pass Honor/Memory Programs: Honor tree program Tree purchase program Memory bench program - new	\$350 + \$25/hr attendant fe \$20/hr resident;\$30/hr nonresiden \$30 \$100 (small); \$150 (medium); \$300 (large) (1 4 sets \$30 (large) (1 4 sets \$30/wl \$30 resident/\$35 nonresiden \$6 per class \$20-\$150 \$40-\$200 \$30; seniors \$25 \$40; seniors \$30 \$40; seniors \$30 \$25 resident/\$50 nonresiden \$20 resident/\$25 nonresiden \$15 resident/\$25 nonresiden \$15 resident/\$25 nonresiden \$150 - \$250 depending on the species
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Athletic field (full tournament not to exceed 3 days/2 nights) Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours) EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department. Batting cages, parties only (2 hours). Available offseason only. Bleacher rentals (daily rental fees) Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented) Recreation Programs: Childcare after-school recreation program (resident) Childcare after-school recreation program (non-resident) Classes - Adult recreation & fitness (annual) Indoor Classes - Adult recreation & fitness outdoor (20 city/80 split with instructor) Classes - Art (resident) includes instructor fee & some materials (20 city/80 split with instructor) Classes - Ceramics (resident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) Dog Park: Yearly 1 dog Each additional dog One day pass Honor/Memory Programs: Honor free program Tree purchase program Memory bench program - new Memory bench program - new	\$350 + \$25/hr attendant fe \$20/hr resident;\$30/hr nonresiden \$20/hr resident;\$30/hr nonresiden \$30 \$100 (small); \$150 (medium); \$300 (large) (1 4 sets \$30 (small); \$150 (medium); \$300 (large) (1 4 sets \$30/wi \$30 resident/\$35 nonresiden \$60 per class \$40; seniors \$20 \$40; seniors \$20 \$40; seniors \$20 \$40; seniors \$30 \$40; seniors \$30 \$40; seniors \$30 \$40; seniors \$30 \$40; seniors \$30 \$40; seniors \$30 \$20 resident/\$35 nonresiden \$5 resident/\$15 nonresiden \$15 resident/\$25 nonresiden \$15 resident/\$25 nonresiden \$15 resident/\$25 nonresiden \$150 - \$250 depending on the species \$750/bench (includes placard) \$600/bench (includes placard)
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Athletic field (full tournament not to exceed 3 days/2 nights) Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours) EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department. Batting cages, parties only (2 hours). Available offseason only. Bleacher rentals (daily rental fees) Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented) Recreation Programs: Childcare after-school recreation program (resident) Childcare after-school recreation program (non-resident) Classes - Adult recreation & fitness (annual) Indoor Classes - Adult recreation & fitness outdoor (20 city/80 split with instructor) Classes - Art (resident) includes instructor fee & some materials (20 city/80 split with instructor) Classes - Ceramics (resident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) Dog Park: Yearly 1 dog Each additional dog One day pass Honor/Memory Programs: Honor free program Tree purchase program Memory bench program - new Memory bench program - new	\$350 + \$25/hr attendant fee \$20/hr resident;\$30/hr nonresiden \$30 \$100 (small); \$150 (medium); \$300 (large) (1 4 sets \$30 (small); \$150 (medium); \$300 (large) (1 4 sets \$35/wl \$35/wl \$35/wl \$30 resident/\$35 nonresiden \$6 per class \$20-\$150 \$40-\$200 \$30; seniors \$25 \$40; seniors \$30 \$40; seniors \$30 \$40; seniors \$30 \$40; seniors \$30

Multi-purpose room rental (2 hours minimum):	
Resident	\$30/hr
Nonresident	\$45/hi
Gym rental (2 hours minimum):	
Resident	\$40/hr
Nonresident	\$55/hr
Meeting room rental (2 hours minimum):	
Resident	\$25
Nonresident	\$35
Gym - walk-in (1 day)	\$1
Gym - contracted lessons (Parks & Recreation receives 20% of fee)	80/20% split
Kitchen rental:	
Resident	\$25/hr
Nonresident	\$35/hr
Facility rental deposit	\$50
Admission Rate	\$25/hr
(If admission is charged, this additional hourly rate applies to each room rented)	\$45/harran and 1 / \$20/harran
After hours rentals (per room) shall incur an additional rental rate and staff supervisor fee Park Fees:	\$15/hr room rental + \$20/hr staff
	\$10/ha and data \$70/ha and a data
Gazebo rental (Union Point Park)	\$40/hr resident; \$70/hr nonresident
Union Point Park Green space - per side (adjacent to gazebo)	\$50/hr resident; \$80/hr nonresident
Park Green Space - Small	\$40/hr resident; \$70/hr nonresident
Park Green Space - Medium Park Green Space - Large	\$50/hr resident; \$80/hr nonresident
	\$60/hr resident; \$90/hr nonresident
Shelter Reservation:	000 000 1 1
Resident (half day - up to 4 hours)	\$20 - \$50 based on location
Nonresident (half day - up to 4 hours)	\$30 - \$60 based on location
Resident (full day - up to 8 hours)	\$30 - \$60 based on location
Nonresident (full day - up to 8 hours)	\$40 - \$80 based on location
Sprayground (Daily admission before noon for group reservations)	\$1 resident/\$3 nonresident
Summer camps:	67F
Bear Bunch Camp (per session)	\$75 resident/\$95 nonresident
Cooking Camp	\$105 resident/\$125 nonresident
Sports Camp Teen Camp	\$75 resident/\$95 nonresident
Y.E.S. camp	\$75 resident/\$95 nonresident
Y.E.S. camp	\$25 for 1st/\$20 each additional resident
r.e.s. camp	\$35 for 1st/\$30 each
Adventure Camp	additional nonresident
Swim lesson sessions - 8 classes per session	\$100 resident/\$125 nonresident
(Reduced rate of \$10 per session available for City residents who qualify (application available)	\$40 resident/\$70 nonresident
(neddeed rate of \$10 per session available for city residents who quality (application available)	
Youth Sports:	
Youth football and cheerleading	\$50 resident/\$80 nonresident
Youth basketball	\$40 resident/\$70 nonresident
Youth baseball	\$20-\$40 resident/\$30-\$50 nonresident
Youth soccer	\$40 resident/\$70 nonresident
Youth lacrosse	\$40 resident/\$70 nonresident
Youth road races (per participant)	\$30 resident/\$45 nonresident
Fishing Tournament Attendant (opening/closing)	\$30 resident/\$45 honresident \$25/hour
Community Garden (per space)	\$25/100
Wedding Permit (City parks or green spaces)	\$100 resident/\$200 nonresident
Mobile Recreation Unit (2 hour minimum) Canoe/Kayak Rentals (2 hours)	\$125/hour
Pedal boat	\$15/\$10 each additional hour
Specialty Day Camp (One Week)	\$10/hour
Mobile Stage (20'x24') Daily Rental	\$50 resident/\$75 nonresident
Mobile Stage (20 x24) Daily Rental Mobile Stage Deposit (Refundable)	\$2,000.00
Staff Supervision Rate (2 staff minimum)	\$500.00
NOTE: Indoor facility rentals are limited to 10 hours per day, and outdoor facility rentals are	\$35.00/hour per staff
limited to 12 hours per day. Rentals exceeding these hours will require director's approval.	and the second se
inning to remous per day. Neritals exceeding these nours will require director's approval.	
C. Disclassing Constant	
6. Development Services:	FEES
Certificate of zoning compliance letter	\$27
Conditional use permit Historic Preservation - Minor works	\$375
	\$22

Historic Preservation - Major works requiring design review Historic preservation - Major works not requiring design review	\$10
Homeowners recovery fee (single family dwelling only)	\$2
Site Plan review	\$
Special use permit	\$2
Subdivision plan review	\$33
P&Z General Subdivision Plan Review Application	
Subdivision application - final review	\$161 or \$11/lot whichever is great \$214 or \$27/lot whichever is great
Subdivision application - minor plats & recombination	
Telecommunication - New wireless support structure	\$10 F1 500 percention 15 170 cf Other Land
	\$1,500 per section 15-170 of Other Land Us Ordinand
Telecommunication - other	\$50
Zoning compliance	\$2
Zoning compliance - Residential flood plain	\$5
Zoning compliance - Commercial flood plain	\$10
Zoning permit	\$3
Administrative Fees:	
Weed and debris clearance	\$7
Removing abandoned vehicles	\$7
Boarding up buildings (MHC)	\$8
Starting work without a permit	1st: \$107+permit; 2nd: \$161+permit; 3rd \$214+permit; 4th: \$268+perm
Convenience fee for online payment	S
Building permit (+ \$17 compliance fee):	
Residential: Single family/townhouse/duplex - per unit for multicomplex	Heated \$0.21/sf; Unheated \$0.16/s
Minimum charge \$38	
Commercial: minimum charge \$38	\$0.18/
Building permit - Demolition (+ \$17 compliance fee)	Residential \$161; Commercial \$32
Building permit - Manufactured mobile home: singlewide/construction trailer; doublewide; triplewide	\$107; \$161; \$21
Building permit-Renovations to existing bldg (+ \$17 compliance fee)	CO 16/of Minimum CO
(per unit for multicomplex)	\$0.16/sf; Minimum \$3
Certificate of occupancy	
Temporary Certificate of Occupancy	\$27/un
First Extension of Temporary Certificate of Occupancy	\$50, 30 day
All Extension of Temporary Certificate of Occupancy thereafter	\$300, 30 day
Inspections:	\$500, every 30 day
Inspections - Building compliance	Incl. in building permit fe
Inspections - Building compliance	\$107 residential; \$161 commercia
Inspections Minimum bourging on patified by Crustering Capital and K	\$75 group home
Inspections - Minimum housing as notified by Customer Service cutoffs	\$3
Inspections - Reinspection (building, electrical, plumbing, HVAC, insulation)	\$75/eac
Inspections - Plan review, residential up to 1,500 sf	\$54
Inspections - Plan review, residential over 1,500 sf	\$8
Inspections - Plan review, commercial up to 20,000 sf	\$214
Inspections - Plan review, commercial 20,001-40,000 sf	\$268
Inspections - Plan review, commercial 40,001 or greater	\$420
Permit - Electrical (signs & billboards)	\$43
Permit - Electrical (temporary buildings)	\$100
Permit - Electrical	60 -150 amp - \$54; 200 amp - \$65
	400 amp - \$75; 401 - 600 amp - \$86
	601 - 800 amp - \$97
	801 - 1000 amp - \$107
	1001 - 1600 amp - \$118
	over 1600 amp - \$120 + \$11 for each
	additional 100 amp
Permit - Electrical heating & cooling	\$17/each
Permit - Electrical outlets & wall switches	\$33 for 1 - 5; \$43 for 6 - 50
	\$65 for 51-100; \$81 for 101-200
	\$2 each over 200
Permit - Electrical light fixtures	\$2 each over 200
Permit - Electrical (whirlpool, window AC, thru-the-wall heat pump, etc.)	\$3 \$17/each
Permit - Electrical equipment (motors, hoists, xrays, etc.)	
Permit - Electrical disconnects & subpanels	\$17
Permit - Gas piping & distribution system (residential)	\$13/each
cimit - Gas piping a distribution system (residential)	\$22
Permit - Gas appliances	\$17

\$5,001-\$10,000 = \$97 over \$10,000 = \$107 \$214 \$33 \$22 FEES No charge \$25 \$50 on and after 3rd offense
4 per unit + \$27/each additional uni 5 per unit + \$33/each additional uni \$107 + \$54/each additional uni \$43 + \$7/ton \$11 \$22/each \$22/each \$33 \$17 \$17 \$17 \$17 \$17 \$17 \$17 \$17
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\$50 per escort with 48 hours notice;
0 per escort without 48 hours notice
hr - 3 hours minimum paid to officer
hr - 3 hours minimum paid to officer
\$50
\$25
\$25
No charge
No charge
\$100
\$100
\$50
\$180
\$180
\$10
\$10
\$38
\$250 to be on rotation list
\$25, see code for further details
FEES
\$25
\$35
000
\$35
\$45 \$5 each
\$5 each
\$5 each

Police - Officers (On Duty Rate)	¢0/
Police - Officers (Off Duty Rate)	\$3
Public Works - Supervisor	\$35
Public Works - Equipment Operator	\$20
Public Works - Maintenance Worker	\$22
Recreation - Supervisor (per person)	\$35
Recreation - Park Staff (per person)	\$22
9. PUBLIC WORKS: (Code Sections 66-12)	FEES
Repair Fees:	
Labor	Hourly rate with benefits
Material	Actual cos
Equipment trucks	Hourly rate per FEMA schedule
*See explanation at the end of this Fee Schedule	
Permit - Sidewalk Café Permit - Street Café	\$150
	\$150
Permit - Nonprofit street banners Permit - Driveway	\$75
Public nuisance	\$20
Fublic huisance	Hourly equip rate per FEMA
Safety cones (use)	schedule + labor
Safety cones (replacement)	\$2
Signs - regulatory/right-of-way	\$25
Signs - Community watch	Material cost + labor
Signs - Handicapped	Material cost + labor Material cost + labor
Signs - Hardware (1 set)	Material cost + labor
Signs - Maximum penalty	Material cost + labor Material cost + labor
Signs - No parking-fire lane	Material cost + labor
Signs - Van accessible	Material cost + labor
Street closings (right-of-way abandonments)	\$500 plus cost of advertising
10. REFUSE: (Code Section 62-37)	FEES
Commercial refuse (65-gal cart / 1x week service)	\$14.93/month + \$14.93 each additional
Dumpster services - 2 yd (1x week service)	\$29.77/month
Dumpster services - 4 yd (1x week service)	\$59.54/month
Dumpster services - 6 yd (1x week service)	\$89.31/month
Dumpster services - 8 yd (1x week service)	\$119.08/month
Refuse container	1 at no charge
Residential service (65-gal cart / 1x week service)	\$14.93
Seniors Exemption Credit	50% of residential service
11. UTILITIES - ELECTRIC, WATER, SEWER: (Code Section 74-46, 74-97, 74-101, and 74- 121)	FEES
Electric rates	See rate ordinance adopted 7/1/21
Water & Sewer System Development Fees & Connection Fees	See ordinance adopted 6/12/18
Water & Sewer Rates	See ordinance adopted 6/23/15
Additional fee if service needs to be disconnected by	
City personnel at pole due to meter-service tampering	\$160
City personnel at pole due to delinquency	\$160
Changed payment arrangement fee	\$30
New service connection/transfer fee: requests after 11 am are next day service	\$30
New service connection/transfer fee added for same day request after 11 am	\$45
Delinquent Fee (for bills unpaid after 10th day following due date)	\$30
Deposit - Residential (exempt with excellent credit score)	2x highest bills in last 24 months
(refunded after 18 months with good payment history)	Not to exceed \$500
Deposit - Commercial/Industrial (refunded after 60 months with good payment history)	2x highest bills in last 24 months
Fee if payment is not made in night drop as agreed	\$100
Late penalty (payments received after due date)	5% of monthly bill
Meter change out fee	\$155
Meter Diversion Fee (Meter Tampering Investigation)	\$400
Meter test for meters less than 5 years old payable in advance (refunded if meter fails test) Payment Arrangement Fee	\$75
Reconnection for Non-payment Fee weekdays 8am-5pm	No charge
Reconnection for Non-payment Fee weekdays 5pm-11pm	No charge
Reconnection for Non-payment Fee weekends 8am-11pm	\$75
Temporary electric service and/or utility pole (utility determines location)	\$75 See Customet Service Cuidelines
Load management switch recovery fee	See Customer Service Guidelines
	Cost of switch from latest bid
Extra facilities charge	2% installed costs minimum 5 years,

Additional pole	\$350
OH extension beyond two pole spans	\$1.05/ft
UG line extension beyond 300 ft.	\$7.70/ft
OH to UG conversion of service	\$735
UG Crossings including streets, sidewalks, driveways and other obstacles	Time, material and equipment
	See repair fee below
Underground service length	\$7.70
Cost per linear foot	\$6.43
Second trip to site	\$310
Service drop after normal working hours (24-hour notice required)	\$100/hr 2 hours minimum; if service is
	required to be reconnected, a minimum
	charge of 4 hours applies
Construction/Maintenance/Repair Fees:	
Labor	Hourly rate with benefits
Material	Actual cost of materia
Vehicles and specialized equipment	FEMA hourly rate schedule
Contractual services	Actual cost of service
General overhead	10% calculated after labor, material,
	equipment and contractual services
12. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196)	FEES
Pretreatment Programs Fees for SIU's:	
Pretreatment - Permit Application	\$500
Pretreatment - Permit Modification	\$250
Pretreatment - Permit renewal	\$500
Pretreatment - Annual administrative fee	\$300
Pretreatment - Annual inspection	\$100
Pretreatment - Permit fine	\$250
Pretreatment - Administrative fee for monthly review	\$100/month
Pretreatment - Unscheduled sampling	Contract analyses charges
Pretreatment - Permit limit violation	\$100
Pretreatment - Technical review criteria	\$250
Pretreatment - Significant noncompliance	\$500
Pretreatment - BOD:	
Surcharge ceiling conc. (mg/L)	\$350
Surcharge cost per pound	\$0.15
Charge for analysis	Contract labor cost
Pretreatment - TSS:	
Surcharge ceiling conc. (mg/L)	\$250
Surcharge cost per pound	\$250
Charge for analysis	Contract labor cost
EMA - Rates denoted as "EEMA" shall be the rates in effect at the time services are per	

FEMA - Rates denoted as "FEMA" shall be the rates in effect at the time services are performed as provided by the United States Department of Homeland Security Federal Emergency Management Agency's Public Assistance Program and Policy Guide, FP 104-009-2. Equipment rates may be found at https://www.fema.gov/assistance/public/schedule-equipment-rates. Specific equipment not listed shall have a rate based on the rate of the nearest larger piece of equipment.

Labor - Standard and overtime hourly labor rates are adjusted annually and applied to the service performed. Labor rates include, but are not limited to, benefits, taxes, social security, Medicare, retirement, workers compensation and health insurance. Annual labor rates are available upon request.

D or DVD opies - Other info not specifically listed S Base Maps (8.5"x11") S Base Maps (11"x17") S Base Maps (24"x36") S Base Maps (36"x48") ans/Plats (copies of) ariel view - letter size ans/Plats (copies of) ariel view - large size aps - Other large formats aps - Street index map aps - GIS staff time for non-existent maps or data: alysis/Coordinator chnician ministration otor vehicle fee blications:	\$ Minimum \$2.00 (1 - 10 copies plus 20¢ each additional copy over 1 B&W \$2; color \$ B&W \$3; color \$ B&W \$10; color \$1 B&W \$15; color \$3 \$7.5 \$12.5 \$10.0 \$10.0 \$10 large; \$5 sma \$50/h \$25/h \$20/h
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ans/Plats (copies of) ariel view - letter size	\$ \$7.5 \$12.5 \$10.0 \$15.0 \$10 large; \$5 sma \$50/h \$25/h \$25/h
ans/Plats (copies of) ariel view - tabloid size ans/Plats (copies of) ariel view - large size aps - Other large formats aps - Street index map aps - Zoning aps - GIS staff time for non-existent maps or data: alysis/Coordinator chnician ministration otor vehicle fee blications:	\$7.5 \$12.5 \$10.0 \$15.0 \$10 large; \$5 sma \$50/h \$25/h \$25/h
ans/Plats (copies of) ariel view - large size	\$12.5 \$10.0 \$15.0 \$10 large; \$5 sma \$50/h \$25/h \$20/h
aps - Other large formats	\$10.0 \$15.0 \$10 large; \$5 sma \$50/h \$25/h \$20/h
aps - Street index map aps aps - Zoning aps aps - GIS staff time for non-existent maps or data: alysis/Coordinator alysis/Coordinator chnician ministration otor vehicle fee blications: otor	\$15.0 \$10 large; \$5 sma \$50/h \$25/h \$20/h
aps - Zoning	\$10 large; \$5 sma \$50/r \$25/r \$20/r
aps - GIS staff time for non-existent maps or data: alysis/Coordinator chnician ministration otor vehicle fee blications:	\$50/h \$25/h \$20/h
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ministration otor vehicle fee blications:	\$20/h
otor vehicle fee blications:	
blications:	S
AMA Land Use Plan	\$1
istoric Preservation Guidelines	\$1
and Use Ordinance	\$1:
rban Design Plan	\$1
treet Atlas Book	\$2
nvenience fee for online payment	S
turned payment fee	\$2
CEMETERIES: (Code Sections 18-26 and 18-32)	FEES
ening/Closing:	
ekdays before 4pm, adult	\$500 resident/\$750 nonresiden
ekdays before 4pm, infant/cremations/mausoleum	\$250 resident/\$400 \$500 nonresiden
ekdays after 4pm and weekends, adult	\$575 resident/\$900 \$1,000 nonresiden
ekdays after 4pm and weekends, infant/cremations/mausoleum	\$300 resident/\$450 \$500 nonresiden
lidays, adult	\$650 resident/\$975 \$1,000 nonresiden
idays, infant/cremations/mausoleum	\$425 resident/\$650 \$750 nonresiden
it time per hour (for noncompliance for "before 4pm" services that extend beyond 4pm)	\$150 resident/\$250 \$300 nonresiden
ave/Lot Sales - New Bern Memorial Cemetery:	
t - Single grave, resident	\$600
t - Single grave, nonresident	\$1050 \$1,200
t - 4-Grave lot, resident	\$1850 \$2,000
t - 4-Grave lot, nonresident	\$3235 \$4.000
t - Infant grave, resident	\$100
t - Infant grave, nonresident	\$275 \$300
t - Mausoleum, resident	\$3,500
t - Mausoleum, nonresident	\$6125 \$7.000
t - Cremations, resident	\$200 \$250
t - Cremations, nonresident	\$350-\$500
	25 resident-to-resident/\$100 nonresident

*This schedule of Fees and Charges establishes most of the fees and charges for services offered by the City of New Bern. It does not contain or establish all fines and penalties for violations of city code provisions, nor does it contain rates and charges for the provision of city utility services. In many instances, it will be necessary to refer to specific city code provisions, or to a specific utility rate-setting ordinance in order to determine when a fee, charge, rate or fine is to be imposed. For ease of reference, citations to applicable city code provisions are provided.

3. FIRE: (Code Section 30-33)	FEES
Working without a permit	Cost of permit plus \$50
Fire Hydrant Flow Test (service provided by contractor and coordinated with fire inspector)	\$50
Plan Review (Construction)	\$50
New Business Inspection	\$50
ABC/ALE Inspection	\$50
Special Requested Inspections	\$50
Care Homes (foster, respite, therapeutic)	\$50
2nd Reinspection (noncompliance when Codes ARE NOT met)	\$75
3rd Reinspection (noncompliance when Codes ARE NOT met)	\$150
Standby personnel-minimum 4-men engine company	FEMA equipment rate plus labor
After hours fire inspection	\$150
Occupying building without a C/O or C/C	\$150

SCHEDULE OF FEES AND CHARGES* CITY OF NEW BERN EFFECTIVE JULY 1, 2021 2022 (Revised _/_/2022)

\$10
\$7
\$7
\$7
\$7
\$7
\$12
\$7
\$7
\$7
\$12
\$12
\$7
\$50/acre cleare
No Fe
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\$10
\$10
\$75
\$75 per gate or barricade
\$75
\$75
\$75 per hydran
\$75
\$75
\$75
\$100
\$125
\$75
\$100 + \$2 per foot of pipe
FEES
\$20 Limited/\$30 Residentia
\$20
\$10/month
\$30
\$40
\$20 \$10
5% of monthly bil
\$30
*05
\$25, see code for further details
2 Free, \$3 each additional
FEES
not to exceed \$5
not to exceed \$13
\$350 resident/\$450 nonresident
\$200 resident/\$275 non resident
\$350 resident/\$450 nonresident
\$250 resident/\$325 nonresident
\$200 realized/0075
\$200 resident/\$275 nonresident
\$200 resident/\$275 nonresident \$400 resident/nonresident \$30 resident/\$45 nonresident

SCHEDULE OF FEES AND CHARGES* CITY OF NEW BERN EFFECTIVE JULY 1, 2021 2022 (Revised _/ _/2022)

	A second s
Adult sports leagues - Co-ed volleyball	\$35 resident/\$45 nonreside
Summer basketball program (Youth)	\$10 resident/\$15 nonreside
Summer basketball program (Adult)	\$15 resident/\$20 nonreside
Aquatic Center General Admission:	
Up to age 2	\$2.50 resident; \$3.25 nonreside
Parent and one child up to age 2 package	\$5.50 resident; \$6.75 nonreside
(\$1.00 for each additional child up to age 2. Limit of 3)	
Age 3-17	\$4.00 resident; \$5.00 nonreside
Age 18-54	\$4.50 resident; \$5.50 nonreside
Age 55 and up (seniors)	\$3.50 resident; \$4.50 nonreside
Aquatic Center Family Night:	
Up to age 2	\$1.00 resident; \$1.50 nonreside
Age 3-17	\$2.00 resident; \$2.50 nonreside
Age 18-54	\$2.50 resident; \$3.00 nonreside
Age 55 and up (seniors)	\$1.50 resident; \$2.00 nonreside
Aquatic Center season pass	\$60 resident; \$75 \$100 nonreside
Aquatic Center Pool Party:	A 150 11 1 4000
2 Hours - Up to 30 participants	\$150 resident; \$200 nonreside
31 or greater participants (per person)	
Deposit - Refundable	\$
Athletic Field - Ballfield Preparation (per field):	
Baseball/Softball	\$
Football/Soccer/Lacrosse	\$1
Athletic field - Day use minimum 2 hours maximum 8 hours (additional after 8 hours):	
Civic organizations/private groups - city sponsored	N
Schools during school hours and/or athletic season	N
Recreation teams *	\$15/
Civic organizations/private groups not charging admission/donations*	\$20/hr resident; \$30/hr nonreside
*No charge if no field prep is done	
Civic organizations/private groups charging admission/donations	\$25/hr resident; \$50/hr nonreside
Athletic field - Night use minimum 2 hours maximum 4 lighted hours:	
Non-city recreation teams	\$30/
Civic organization/private groups - not charging admission/donations	\$25/hr resident; \$50/hr nonreside
Civic organizations/private groups charging admission/donations	\$40/hr resident; \$60/hr nonreside
Athletic field (full tournament not to exceed 3 days/2 nights)	
Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours)	\$350 + \$25/hr attendant fe \$20/hr resident;\$30/hr nonreside
Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours) EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department.	\$20/hr resident;\$30/hr nonreside
Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours) EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department. Batting cages, parties only (2 hours). Available offseason only. Bleacher rentals (daily rental fees) Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation	\$20/hr resident;\$30/hr nonreside
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Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours) EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department. Batting cages, parties only (2 hours). Available offseason only. Bleacher rentals (daily rental fees) Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented) Recreation Programs: Childcare after-school recreation program (resident) Classes - Adult recreation & fitness (annual) indoor Classes - Adult recreation & fitness outdoor (20 city/80 split with instructor) Classes - Art (resident) includes instructor fee & some materials Classes - Ceramics (resident) includes instructor fee & some materials Classes - Ceramics (nonresident) Classes - Ceramic	\$20/hr resident;\$30/hr nonreside \$100 (small); \$150 (medium); \$300 (large) (4 set \$35/4 \$35/4 \$30 resident/\$35 nonreside \$6 per cla \$20-\$11 \$40-\$20 \$30; seniors \$2 \$40-\$20 \$30; seniors \$2 \$40; seniors \$40; seniors \$40; seniors \$40;
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Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours) EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable' organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department. Batting cages, parties only (2 hours). Available offseason only. Bleacher rentals (daily rental fees) Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented) Recreation Programs: Childcare after-school recreation program (resident) Classes - Adult recreation & fitness (annual) indoor Classes - Adult recreation & fitness outdoor (20 city/80 split with instructor) Classes - Art (resident) includes instructor fee & some materials (20 city/80 split with instructor) Classes - Ceramics (resident) Classes - Ceramics (nonresident) Classes - Adult forces (nonresident) Classes - Ceramics (nonresident)	\$20/hr resident;\$30/hr nonreside \$20/hr resident;\$30/hr nonreside \$100 (small); \$150 (medium); \$300 (large) (4 se \$35/ \$35/ \$35/ \$30 resident/\$35 nonreside \$6 per cla \$20-\$11 \$40-\$27 \$40-\$27 \$40-\$27 \$40; seniors \$2 \$40; seniors \$
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Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours) EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department. Batting cages, parties only (2 hours). Available offseason only. Bleacher rentals (daily rental fees) Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented) Recreation Programs: Childcare after-school recreation program (resident) Classes - Adult recreation & fitness (annual) indoor Classes - Adult recreation & fitness outdoor (20 city/80 split with instructor) Classes - Adult recreation includes instructor fee & some materials (20 city /80 split with instructor) Classes - Ceramics (resident) Classes - Ceramics (resident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) Classes - Mult norresident) Classes - Mult norresident) Classes - Mult norresident) Classes - Mult norresident) Classes - At (nonresident) Classes - Mult norresident) Classes - Ceramics (nonresident) Dog Park: Yearly 1 dog Each additional dog One day pass Monthly pass Honor //Memory Programs: Honor tree program Tr	\$20/hr resident;\$30/hr nonreside \$20/hr resident;\$30/hr nonreside \$100 (small); \$150 (medium); \$300 (large) (4 set \$35/\ \$30 resident/\$35 nonreside \$6 per cla \$20-\$11 \$20-\$11 \$40-\$20 \$30; seniors \$2 \$40; seniors \$2 \$25 resident/\$50 nonreside \$20 resident/\$25 nonreside \$15 resident/\$25 nonreside \$20 resident/\$25 nonreside \$15 resident/\$25 nonreside \$20 resident/\$25 no
Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours) EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable' organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department. Batting cages, parties only (2 hours). Available offseason only. Bleacher rentals (daily rental fees) Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented) Recreation Programs: Childcare after-school recreation program (resident) Classes - Adult recreation & fitness outdoor (20 city/80 split with instructor) Classes - Adult recreation & fitness outdoor (20 city/80 split with instructor) Classes - Adult recreation includes instructor fee & some materials (20 city /80 split with instructor) Classes - Ceramics (resident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) Classes - Mattional dog One day pass Weekend pass Monthly pass Honor tree program Tree purchase program Memory bench program - new	\$20/hr resident;\$30/hr nonreside \$20/hr resident;\$30/hr nonreside \$100 (small); \$150 (medium); \$300 (large) (4 set \$35/\ \$35/\ \$30 resident/\$35 nonreside \$6 per cla \$20-\$11 \$40-\$20 \$40-\$20 \$30; seniors \$2 \$40; seniors \$2 \$20 resident/\$50 nonreside \$20 resident/\$15 nonreside \$15 resident/\$25 nonreside \$20 resident/\$25 nonreside \$15 resident/\$25 nonreside \$300 tree resident; \$350 nonreside \$300 tree resident; \$350 nonreside \$150 - \$250 depending on the specie \$750/bench (includes placar
Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours) EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department. Batting cages, parties only (2 hours). Available offseason only. Bleacher rentals (daily rental fees) Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation (returned as rented) Recreation Programs: Childcare after-school recreation program (resident) Childcare after-school recreation program (non-resident) Classes - Adult recreation & fitness (annual) indoor Classes - Adult recreation & fitness (annual) indoor Classes - Art (resident) includes instructor fee & some materials (20 city/80 split with instructor) Classes - Ceramics (nonresident) Classes - C	\$20/hr resident;\$30/hr nonreside \$20/hr resident;\$30/hr nonreside \$100 (small); \$150 (medium); \$300 (large) (4 set \$35/v \$30 resident/\$35 nonreside \$6 per cla: \$20-\$15 \$40; seniors \$2 \$40; seniors \$2 \$20 resident/\$50 nonreside \$15 resident/\$25 nonreside \$15 resident/\$25 nonreside \$15 resident/\$25 nonreside \$20 resident/\$25 nonreside \$150 - \$250 depending on the species \$750/bench (includes placard \$600/bench (includes placard
Athletic field (practice - night use - minimum 2 hours of light; not to exceed 4 hours) EXCEPTION: Tournaments and other types of "special" events by non-profit "charitable" organizations for the purpose of fundraising for others are negotiated with and determined by the Parks and Recreation Department. Batting cages, parties only (2 hours). Available offseason only. Bleacher rentals (daily rental fees) Deposit of 1/2 rental fee required per bleacher, refundable only upon evaluation returned as rented) Recreation Programs: Childcare after-school recreation program (resident) Classes - Adult recreation & fitness outdoor (20 city/80 split with instructor) Classes - Adult recreation & fitness outdoor (20 city/80 split with instructor) Classes - Art (nonresident) includes instructor fee & some materials (20 city /80 split with instructor) Classes - Ceramics (resident) Classes - Ceramics (non-resident) Classes - Ceramics (non-resident) Classes - Ceramics (non-resident) Classes - Ceramics (non-resident) Classes - Mathematica (and the sinstructor fee & some materials (20 city /80 split with instructor) Classes - Ceramics (nonresident) Classes - Ceramics (nonresident) Classes - Ceramics (resident) Classes - Ceramics (nonresident) Classes - Ce	\$20/hr resident;\$30/hr nonreside \$20/hr resident;\$30/hr nonreside \$100 (small); \$150 (medium); \$300 (large) (4 se \$35/ \$35/ \$30 resident/\$35 nonreside \$6 per cla \$20-\$1: \$40-\$20 \$30; seniors \$: \$40; seniors \$: \$25 resident/\$50 nonreside \$20 resident/\$25 nonreside \$15 resident/\$25 nonreside \$300 tree resident; \$350 nonreside \$300 tree resident; \$350 nonreside \$150 - \$250 depending on the specie \$750/bench (includes placar

SCHEDULE OF FEES AND CHARGES* CITY OF NEW BERN EFFECTIVE JULY 1, 2021 2022 (Revised __/__/2022)

Kidsville Tiles	\$25
Recreation Center-Facility Rates (Recreation Centers, 408 Hancock, Community Center): Multi-purpose room rental (2 hours minimum):	
Resident	
Nonresident	\$30/h
	\$45/h
Gym rental (2 hours minimum):	A 10.5
Resident	\$40/h
Nonresident	\$55/h
Meeting room rental (2 hours minimum):	
Resident Nonresident	\$25
Gym - walk-in (1 day)	\$35
	\$1
Gym - contracted lessons (Parks & Recreation receives 20% of fee)	80/20% spli
Kitchen rental:	
Resident	\$25/hi
Nonresident	\$35/hi
Facility rental deposit	\$50
Admission Rate	\$25/hi
(If admission is charged, this additional hourly rate applies to each room rented)	
After hours rentals (per room) shall incur an additional rental rate and staff supervisor fee	\$15/hr room rental + \$20/hr staft
Park Fees:	
Gazebo rental (Union Point Park)	\$40/hr resident; \$70/hr nonresident
Union Point Park Green space - per side (adjacent to gazebo)	\$50/hr resident; \$80/hr nonresident
Park Green Space - Small	\$40/hr resident; \$70/hr nonresident
Park Green Space - Medium	\$50/hr resident; \$80/hr nonresident
Park Green Space - Large	\$60/hr resident; \$90/hr nonresident
Shelter Reservation:	
Resident (half day - up to 4 hours)	\$20 \$30 \$50 based on location
Nonresident (half day - up to 4 hours)	\$30 - \$40 \$60 based on location
Resident (full day - up to 8 hours)	\$30 - \$45 \$60 based on location
Nonresident (full day - up to 8 hours)	\$40 - \$55 \$80 based on location
-Company inside city (half day - up to 4 hours)	\$25 - \$45 based on location
Company outside city (half day – up to 4 hours)	\$40 - \$60 based on location
Company inside city (full day - up to 8 hours)	\$30 - \$60 based on location
Company outside city (full day - up to 8 hours)	\$40 - \$70 based on location
Sprayground (Daily admission before noon for group reservations)	\$1 resident/\$3 nonresident
Summer camps:	
Bear Bunch Camp (per session)	\$75 resident/\$95 nonresident
Cooking Camp	\$105 resident/\$125 nonresident
Sports Camp	\$75 resident/\$95 nonresident
Teen Camp	\$75 resident/\$95 nonresident
Y.E.S. camp	\$25 for 1st/\$20 each additional resident
Y.E.S. camp	\$35 for 1st/\$30 each
	additional nonresident
Adventure Camp	\$100 resident/\$125 nonresident
Swim lesson sessions - 8 classes per session	\$40 resident/\$70 nonresident
(Reduced rate of \$10 per session available for City residents who qualify (application available)	440 resident 470 homesident
Youth Sports:	
Youth football and cheerleading	
Youth basketball	\$50 resident/\$80 nonresident
Youth baseball	\$40 resident/\$70 nonresident
Youth soccer	\$20-\$40 resident/\$30-\$50 nonresident
Youth lacrosse	\$40 resident/\$70 nonresident
	\$40 resident/\$70 nonresident
Youth road races (per participant)	\$30 resident/\$45 nonresident
Fishing Tournament Attendant (opening/closing)	\$25/hour
Community Garden (per space)	\$25
Wedding Permit (City parks or green spaces)	\$100 resident/\$200 nonresident
Mobile Recreation Unit (2 hour minimum)	\$125/hour
Canoe/Kayak Rentals (2 hours)	\$15/\$10 each additional hour
Pedal boat	\$10/hour
Specialty Day Camp (One Week)	\$50 resident/\$75 nonresident
Mobile Stage (20'x24') Daily Rental	\$2,000.00
Mobile Stage Deposit (Refundable) Staff Supervision Rate (2 staff minimum)	\$500.00

SCHEDULE OF FEES AND CHARGES* CITY OF NEW BERN EFFECTIVE JULY 1, 2021 2022

(Revised _/_/2022)

6. Development Services:	FEI
Certificate of zoning compliance letter	\$
Conditional use permit	\$3
Historic Preservation - Minor works	\$
Historic Preservation - Major works requiring design review	\$1
Historic preservation - Major works not requiring design review	\$
Homeowners recovery fee (single family dwelling only)	\$
Site Plan review	\$2
Special use permit	\$3
Subdivision plan review	\$1
P&Z General Subdivision Plan Review Application	\$161 or \$11/lot whichever is great
Subdivision application - final review	\$214 or \$27/lot whichever is great
Subdivision application - minor plats & recombination	\$1
Telecommunication - New wireless support structure	\$1,500 per section 15-170 of Other Land U
	Ordinan
Telecommunication - other	\$5
Zoning compliance	Si
Zoning compliance - Residential flood plain	S
Zoning compliance - Commercial flood plain	\$10
Zoning permit	S
Administrative Fees:	
Weed and debris clearance	S
Removing abandoned vehicles	S
Boarding up buildings (MHC)	\$8
Starting work without a permit	1st: \$107+permit; 2nd: \$161+permit; 3r \$214+permit; 4th: \$268+perm
Convenience fee for online payment	
Building permit (+ \$17 compliance fee):	
Residential: Single family/townhouse/duplex - per unit for multicomplex	Heated \$0.21/sf; Unheated \$0.16/
Minimum charge \$38	Treated \$0.21/31, Onneated \$0.10/
Commercial: minimum charge \$38	\$0.18
Building permit - Demolition (+ \$17 compliance fee)	Residential \$161; Commercial \$32
Building permit - Manufactured mobile home: singlewide/construction trailer; doublewide; riplewide	\$107; \$161; \$21
Building permit-Renovations to existing bldg (+ \$17 compliance fee)	\$0.16/sf; Minimum \$3
(per unit for multicomplex)	
Certificate of occupancy	\$27/ur
emporary Certificate of Occupancy	\$50, 30 day
irst Extension of Temporary Certificate of Occupancy	\$300, 30 day
All Extension of Temporary Certificate of Occupancy thereafter	\$500, every 30 day
nspections:	Incl. in building permit fe
nspections - Building compliance	\$107 residential; \$161 commerci
	\$75 group home
nspections - Minimum housing as notified by Customer Service cutoffs	\$3
nspections - Reinspection (building, electrical, plumbing, HVAC, insulation)	\$75/ead
nspections - Plan review, residential up to 1,500 sf	\$5
nspections - Plan review, residential over 1,500 sf	\$8
nspections - Plan review, commercial up to 20,000 sf	\$21
nspections - Plan review, commercial 20,001-40,000 sf	\$26
nspections - Plan review, commercial 40,001 or greater	\$42
Permit - Electrical (signs & billboards)	\$4
ermit - Electrical (temporary buildings)	\$10
ermit - Electrical	60 -150 amp - \$54; 200 amp - \$6
	400 amp - \$75; 401 - 600 amp - \$8
	601 - 800 amp - \$9
	801 - 1000 amp - \$10
	1001 - 1600 amp - \$10
	over 1600 amp - \$120 + \$11 for eac
	additional 100 amp
ermit - Electrical heating & cooling	
ermit - Electrical nearing & cooling	\$17/eac
onnic - Eloginodi Outicia a wali awitunca	\$33 for 1 - 5; \$43 for 6 - 50
	\$65 for 51-100; \$81 for 101-20

SCHEDULE OF FEES AND CHARGES* CITY OF NEW BERN EFFECTIVE JULY 1, 2021 2022 (Revised __/__/2022)

Permit - Electrical light fixtures	\$3
Permit - Electrical (whirlpool, window AC, thru-the-wall heat pump, etc.)	\$3 \$17/each
Permit - Electrical equipment (motors, hoists, xrays, etc.)	\$17
Permit - Electrical disconnects & subpanels	\$13/each
Permit - Gas piping & distribution system (residential)	\$22
Permit - Gas appliances	\$17
Permit - Gas refrigeration - coolers/freezers (each unit)	\$27
Permit - Gas boilers/water heaters (each unit)	\$22
Permit - Home Occupation	\$27
Permit - House Moving	\$214
Permit - Insulation (+ \$17 compliance fee):	
Residential (minimum charge \$38)	\$54 per unit + \$27/each additional unit
Commercial (minimum charge \$38)	\$65 per unit + \$33/each additional unit
Permit - Mechanical Residential (HVAC)	\$107 + \$54/each additional unit
Permit - Mechanical Commercial (HVAC) - Roof or ground level units	\$43 + \$7/ton
Permit - Plumbing each fixture	\$11
Permit - Plumbing, backflow preventer (in system)	\$22
Permit - Plumbing, floor drain & grease traps	\$11
Permit - Plumbing, heat pump connections	\$22/each
Permit - Plumbing, lawn sprinkler	\$33
Permit - Plumbing, water distribution system	\$17
Permit - Plumbing, replace or alter existing system	\$17
Permit - Plumbing, sewer distribution system	\$17
Permit - Signs (building permit - based on sign value)	\$1 - \$500 = \$65;
	\$501-\$1,000 = \$75
	\$1,001-\$5,000 = \$86
	\$5,001-\$10,000 = \$97
	over \$10,000 = \$107
Permit - Signs (shopping center master)	\$214
Permit - Signs (temporary, permanent) (additional fees may apply)	\$33
Permit - Tree removal	\$22
7. POLICE: (Code Section 42-32)	FEES
Accident report	No charge
Citizens Academy fee	\$25
False Alarm	\$50 on and after 3rd offense
Alarm Registration Fee	\$25
Alarm Reinstatement Fee	\$50
Non-Permitted Alarm System	\$250
Alarm Appeal Fee	\$25
Illegal Use of Automatic Voice Dialer	\$100
Fingerprinting	\$10
Funeral escorts	\$50 per escort with 48 hours notice; \$100 per escort without 48 hours notice
Off Duty Fee Off-duty fee	\$40/hr - \$27/hr (5am to 11pm; \$35/hr
	(11pm to 5am),3 hours minimum paid to
Off Duty Fee Off-duty-fee for Federal/City Holiday	officer
on buy too on duty too for t cacitaliony honday	\$40/hr - \$ 35/hr (5am to 11pm); \$40/hr
	(11pm to 5am),3 hours minimum paid to
Pawnbroker - initial license application fee	officer
Pawnbroker - renewal license fee	\$50
Permit - Alarm Registration (first permit/annual renewal)	\$25
Permit - Alarm failure to register	\$25
Permit - Outdoor amplified sound	No charge
Vicious, Dangerous, or potentially Dangerous Dog Registration fee (annual)	No charge
Vicious Dog Permit Fee (annual)	\$100
Vicious, Dangerous, or potentially Dangerous Dog Appeal	\$500
Precious Metal Permits:	\$50
Dealer permits (annual)	A100
Special occasion permit	\$180
Employee certificate of compliance	\$180
	\$10
Employee certificate of compliance (annual renewal fee)	\$10
Employee certificate of compliance (annual renewal fee)	
Fingerprints (processed for dealer permits - SBI fee)	\$38

SCHEDULE OF FEES AND CHARGES* CITY OF NEW BERN EFFECTIVE JULY 1, 2021 2022 (Revised _/_/2022)

City Sponsored Event Fees:	
Vendor Permit Fee	\$25
Food Vendor Service Fee	\$35
NonCity Sponsored Event Fees:	
Vendor Permit Fee	\$35
Food Vendor Service Fee	\$45
Barricades	\$5 each
Safety cones	\$2
City Labor: (Hourly Rates)	
Fire - Lieutenant/Inspector	\$29
Fire - Specialist	\$23
Police - Officers (On Duty Rate)	\$35
Police - Officers (Off Duty Rate)	\$27
Public Works - Supervisor	\$35
Public Works - Equipment Operator	\$26
Public Works - Maintenance Worker	\$22
Recreation - Supervisor (per person)	\$35
Recreation - Park Staff (per person)	\$22
9. PUBLIC WORKS: (Code Sections 66-12)	FEES
Repair Fees:	
Labor	Hourly rate with benefits*
Material	Actual cost
Equipment trucks	Hourly rate per FEMA schedule*
*See explanation at the end of this Fee Schedule	
Permit - Sidewalk Café	\$150
Permit - Street Café	\$150
Permit - Nonprofit street banners	\$75
Permit - Driveway	\$20
Public nuisance	Hourly equip rate per FEMA
	schedule + labor
Safety cones (use)	\$2
Safety cones (replacement)	\$25
Signs - regulatory/right-of-way	Material cost + labor
Signs - Community watch	Material cost + labor
Signs - Handicapped	Material cost + labor
Signs - Hardware (1 set)	Material cost + labor
Signs - Maximum penalty	Material cost + labor
Signs - No parking-fire lane	Material cost + labor
Signs - Van accessible	Material cost + labor
Street closings (right-of-way abandonments)	\$500 plus cost of advertising
10. REFUSE: (Code Section 62-37)	FEES
Commercial refuse (65-gal cart / 1x week service)	\$14.93 \$14.75/month + \$14.93 \$14.75 each
	additional
Dumpster services - 2 yd (1x week service)	\$29.77 \$29.49 /month
Dumpster services - 4 yd (1x week service)	\$59.54 \$58.98 /month
Dumpster services - 6 yd (1x week service)	\$89.31 \$88.47/month
Dumpster services - 8 yd (1x week service)	
	\$119.08 \$117.96/month
Refuse container	\$119.08 \$117.96/month 1 at no charge
Residential service (65-gal cart / 1x week service)	
Residential service (65-gal cart / 1x week service) Seniors Exemption Credit	1 at no charge \$14.93 \$14.75
Residential service (65-gal cart / 1x week service) Seniors Exemption Credit 11. UTILITIES - ELECTRIC, WATER, SEWER: (Code Section 74-46, 74-97, 74-101, and 74-	1 at no charge
Residential service (65-gal cart / 1x week service) Seniors Exemption Credit 11. UTILITIES - ELECTRIC, WATER, SEWER: (Code Section 74-46, 74-97, 74-101, and 74-	1 at no charge \$14.93 \$14.75 50% of residential service
Residential service (65-gal cart / 1x week service) Seniors Exemption Credit 11. UTILITIES - ELECTRIC, WATER, SEWER: (Code Section 74-46, 74-97, 74-101, and 74- 121) Electric rates	1 at no charge \$14.93 \$14.75 50% of residential service FEES
Residential service (65-gal cart / 1x week service) Seniors Exemption Credit 11. UTILITIES - ELECTRIC, WATER, SEWER: (Code Section 74-46, 74-97, 74-101, and 74- 121) Electric rates	1 at no charge \$14.93 \$44.76 50% of residential service FEES See rate ordinance adopted 7/1/21
Residential service (65-gal cart / 1x week service) Seniors Exemption Credit 11. UTILITIES - ELECTRIC, WATER, SEWER: (Code Section 74-46, 74-97, 74-101, and 74- 121) Electric rates Water & Sewer System Development Fees & Connection Fees Water & Sewer Rates	1 at no charge \$14.93 \$14.75 50% of residential service FEES See rate ordinance adopted 7/1/21 See ordinance adopted 6/12/18
Residential service (65-gal cart / 1x week service) Seniors Exemption Credit 11. UTILITIES - ELECTRIC, WATER, SEWER: (Code Section 74-46, 74-97, 74-101, and 74- 121) Electric rates Water & Sewer System Development Fees & Connection Fees Water & Sewer Rates	1 at no charge \$14.93 \$14.75 50% of residential service FEES See rate ordinance adopted 7/1/21
Residential service (65-gal cart / 1x week service) Seniors Exemption Credit 11. UTILITIES - ELECTRIC, WATER, SEWER: (Code Section 74-46, 74-97, 74-101, and 74- 121) Electric rates Water & Sewer System Development Fees & Connection Fees Water & Sewer Rates Additional fee if service needs to be disconnected by City personnel at pole due to meter-service tampering	1 at no charge \$14.93 \$14.75 50% of residential service FEES See rate ordinance adopted 7/1/21 See ordinance adopted 6/12/18 See ordinance adopted 6/23/15
Residential service (65-gal cart / 1x week service) Seniors Exemption Credit 11. UTILITIES - ELECTRIC, WATER, SEWER: (Code Section 74-46, 74-97, 74-101, and 74- 121) Electric rates Water & Sewer System Development Fees & Connection Fees Water & Sewer Rates Additional fee if service needs to be disconnected by City personnel at pole due to meter-service tampering City personnel at pole due to delinguency	1 at no charge \$14.93 \$14.75 50% of residential service FEES See rate ordinance adopted 7/1/21 See ordinance adopted 6/12/18 See ordinance adopted 6/23/15 \$160
Residential service (65-gal cart / 1x week service) Seniors Exemption Credit 11. UTILITIES - ELECTRIC, WATER, SEWER: (Code Section 74-46, 74-97, 74-101, and 74-121) Electric rates Water & Sewer System Development Fees & Connection Fees Water & Sewer Rates Additional fee if service needs to be disconnected by City personnel at pole due to meter-service tampering City personnel at pole due to delinquency Changed payment arrangement fee	1 at no charge \$14.93 \$14.75 50% of residential service FEES See rate ordinance adopted 7/1/21 See ordinance adopted 6/12/18 See ordinance adopted 6/23/15 \$160 \$160
Residential service (65-gal cart / 1x week service) Seniors Exemption Credit 11. UTILITIES - ELECTRIC, WATER, SEWER: (Code Section 74-46, 74-97, 74-101, and 74-121) Electric rates Water & Sewer System Development Fees & Connection Fees Water & Sewer Rates Additional fee if service needs to be disconnected by City personnel at pole due to meter-service tampering City personnel at pole due to delinquency Changed payment arrangement fee	1 at no charge \$14.93 \$14.75 50% of residential service FEES See rate ordinance adopted 7/1/21 See ordinance adopted 6/12/18 See ordinance adopted 6/23/15 \$160 \$160 \$30
Residential service (65-gal cart / 1x week service) Seniors Exemption Credit 11. UTILITIES - ELECTRIC, WATER, SEWER: (Code Section 74-46, 74-97, 74-101, and 74-121) Electric rates Water & Sewer System Development Fees & Connection Fees Water & Sewer Rates Additional fee if service needs to be disconnected by City personnel at pole due to meter-service tampering City personnel at pole due to delinquency Changed payment arrangement fee Connection/Transfer Fee New service connection/transfer fee: requests after 11 am are next	1 at no charge \$14.93 \$14.75 50% of residential service FEES See rate ordinance adopted 7/1/21 See ordinance adopted 6/12/18 See ordinance adopted 6/23/15 \$160 \$160
Residential service (65-gal cart / 1x week service) Seniors Exemption Credit 11. UTILITIES - ELECTRIC, WATER, SEWER: (Code Section 74-46, 74-97, 74-101, and 74- 121) Electric rates Water & Sewer System Development Fees & Connection Fees Water & Sewer Rates Additional fee if service needs to be disconnected by City personnel at pole due to meter-service tampering City personnel at pole due to delinquency Changed payment arrangement fee Connection/Transfer Fee New service connection/transfer fee: requests after 11 am are next day service	1 at no charge \$14.93 \$14.75 50% of residential service FEES See rate ordinance adopted 7/1/21 See ordinance adopted 6/12/18 See ordinance adopted 6/23/15 \$160 \$160 \$30 \$30
Residential service (65-gal cart / 1x week service) Seniors Exemption Credit 11. UTILITIES - ELECTRIC, WATER, SEWER: (Code Section 74-46, 74-97, 74-101, and 74- 121) Electric rates Water & Sewer System Development Fees & Connection Fees Water & Sewer Rates Additional fee if service needs to be disconnected by City personnel at pole due to meter-service tampering City personnel at pole due to delinquency Changed payment arrangement fee Connection/Transfer Fee New service connection/transfer fee: requests after 11 am are next day service Connection/Transfer Fee - holidays, weekends and after 11am weekdays New service	1 at no charge \$14.93 \$44.76 50% of residential service FEES See rate ordinance adopted 7/1/21 See ordinance adopted 6/12/18 See ordinance adopted 6/23/15 \$160 \$160 \$30
Residential service (65-gal cart / 1x week service) Seniors Exemption Credit 11. UTILITIES - ELECTRIC, WATER, SEWER: (Code Section 74-46, 74-97, 74-101, and 74- 121) Electric rates Water & Sewer System Development Fees & Connection Fees Water & Sewer Rates Additional fee if service needs to be disconnected by City personnel at pole due to meter-service tampering City personnel at pole due to delinquency Changed payment arrangement fee Connection/Transfer Fee New service connection/transfer fee: requests after 11 am are next day service Connection/Transfer Fee - holidays, weekends and after 11am weekdays New service connection/transfer fee added for same day request after 11 am	1 at no charge \$14.93 \$14.75 50% of residential service FEES See rate ordinance adopted 7/1/21 See ordinance adopted 6/12/18 See ordinance adopted 6/23/15 \$160 \$160 \$160 \$30 \$30 \$30
Residential service (65-gal cart / 1x week service) Seniors Exemption Credit 11. UTILITIES - ELECTRIC, WATER, SEWER: (Code Section 74-46, 74-97, 74-101, and 74- 121) Electric rates Water & Sewer System Development Fees & Connection Fees Water & Sewer Rates Additional fee if service needs to be disconnected by City personnel at pole due to meter-service tampering City personnel at pole due to delinquency Changed payment arrangement fee Connection/Transfer Fee New service connection/transfer fee: requests after 11 am are next day service Connection/Transfer Fee - holidays, weekends and after 11am weekdays New service	1 at no charge \$14.93 \$14.75 50% of residential service FEES See rate ordinance adopted 7/1/21 See ordinance adopted 6/12/18 See ordinance adopted 6/23/15 \$160 \$160 \$30 \$30

SCHEDULE OF FEES AND CHARGES* CITY OF NEW BERN EFFECTIVE JULY 1, 2021 2022 (Revised _/_/2022)

(Revised 2022)	
Deposit - Commercial/Industrial (refunded after 60 months with good payment history)	2x highest bills in last 24 months
Fee if payment is not made in night drop as agreed	\$100
Late penalty (payments received after due date)	5% of monthly bil
Meter change out fee	\$155
Meter Diversion Fee (Meter Tampering Investigation)	\$400
Meter test for meters less than 5 years old payable in advance (refunded if meter fails test)	\$75
Payment Arrangement Fee	No charge
Reconnection for Non-payment Fee weekdays 8am-5pm	No charge
Reconnection for Non-payment Fee weekdays 5pm-11pm	\$75
Reconnection for Non-payment Fee weekends 8am-11pm	\$75
Temporary electric service and/or utility pole (utility determines location)	See Customer Service Guidelines
Load management switch recovery fee	Cost of switch from latest bid
Extra facilities charge	2% installed costs minimum 5 years, \$75/month
Additional pole	\$350
OH extension beyond two pole spans	\$1.05/ft.
UG line extension beyond 300 ft.	\$7.70/ft.
OH to UG conversion of service	\$735
UG Crossings including streets, sidewalks, driveways and other obstacles	Time, material and equipment.
	See repair fee below
Underground service length	\$7.70
Cost per linear foot	\$6.43
Second trip to site	\$0.43
Second the to site Service drop after normal working hours (24-hour notice required)	\$100/hr 2 hours minimum; if service is
Service drop alter normal working hours (24-hour notice required)	required to be reconnected, a minimum charge of 4 hours applies
Construction/Maintenance/Repair Fees:	charge of 4 hours applies
Labor	Hourly rate with benefits
Material	Actual cost of material
Vehicles and specialized equipment	FEMA hourly rate schedule
Contractual services	Actual cost of service
General overhead	10% calculated after labor, material,
	equipment and contractual services
12. UTILITIES - SEWER PRETREATMENT: (Code Sections 74-196)	FEES
Pretreatment Programs Fees for SIU's:	FEES
Pretreatment - Permit Application	\$500
Pretreatment - Permit Modification	\$250
Pretreatment - Permit renewal	\$250
Pretreatment - Annual administrative fee	\$300
Pretreatment - Annual inspection	\$300
Pretreatment - Permit fine	\$100
Pretreatment - Administrative fee for monthly review	
Pretreatment - Administrative ree for monthly review	\$100/month
Pretreatment - Permit limit violation	\$500 + Contract analyses charges
Pretreatment - Technical review criteria	\$100 \$250
Pretreatment - Significant noncompliance	
Pretreatment - BOD:	\$500
Surcharge ceiling conc. (mg/L)	\$0E0
Surcharge cost per pound	\$350 \$0.15
Charge for analysis	
Pretreatment - TSS:	Contract labor cost
Surcharge ceiling conc. (mg/L)	0050
Surcharge cost per pound	\$250
Charge for analysis	\$0.27
Charge for analysis	Contract labor cost

FEMA - Rates denoted as "FEMA" shall be the rates in effect at the time services are performed as provided by the United States Department of Homeland Security Federal Emergency Management Agency's Public Assistance Program and Policy Guide, FP 104-009-2. Equipment rates may be found at https://www.fema.gov/assistance/public/schedule-equipment-rates. Specific equipment not listed shall have a rate based on the rate of the nearest larger piece of equipment.

Labor - Standard and overtime hourly labor rates are adjusted annually and applied to the service performed. Labor rates include, but are not limited to, benefits, taxes, social security, Medicare, retirement, workers compensation and health insurance. Annual labor rates are available upon request. Labor charges shall be an employee's hourly rate of pay in effect at the time the service is being performed (standard hourly-rate, overtime, etc.) plus all taxes and benefits, including but not limited to social security, medicare, retirement, workers compensation and health insurance.

AGENDA ITEM COVER SHEET



Agenda Item Title: Consider Adopting the Fiscal Year 2022-23 Annual Budget Ordinance

Date of Meeting: 6/14/2022	Ward # if applicable:
Department: Finance	Person Submitting Item: Kim Ostrom, Director of Finance
Call for Public Hearing: □Yes⊠No	Date of Public Hearing:

Explanation of Item:	FY 2022-23 Annual Budget Ordinance, effective July 1, 2022
Actions Needed by Board:	Adopt FY 2022-23 Annual Budget Ordinance
Backup Attached:	Memo; Ordinance

Is item time sensitive? ⊠Yes □No	
Will there be advocates/opponents at the meeting? Yes No	

Cost of Agenda Item:	
If this requires an expenditure, h	as it been budgeted and are funds available
and certified by the Finance Dire	ector? 🗆 Yes 🗆 No

Additional Notes:

Aldermen

Sabrina Bengel Jameesha Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



CITY OF NEW BERN

300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor Foster Hughes City Manager Brenda E. Blanco City Clerk Kimberly A. Ostrom Director of Finance

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen

FROM: Kim Ostrom - Director of Finance

DATE: June 2, 2022

RE: Adoption of the FY2022-23 Annual Budget Ordinance

Current

The City Manager's recommended budget for FY 2022-23 has been prepared, reviewed by the Board of Aldermen, and made available for public inspection. The public hearing was held on May 24, 2022. The Board of Aldermen voted at that meeting to not receive a 7% salary increase, resulting in a \$6,301 budget reduction.

Requested Action

The Board consider adopting the attached FY 2022-23 Annual Budget Ordinance at its June 14, 2022 meeting.

BUDGET ORDINANCE 2022-2023 CITY OF NEW BERN, NORTH CAROLINA

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN, NORTH CAROLINA:

SECTION 1. The following amounts are hereby appropriated for the operation of the City of New Bern beginning July 1, 2022 and ending June 30, 2023 according to the following schedules:

SCHEDULE A - GENERAL FUND

Governing Board	284,533
Administration	1,190,581
Legal	311,822
Elections	40,000
Special Appropriations	125,500
PEG	52,150
Technology	
Information Technology	1,908,474
Geographic Information System (GIS)	307,910
Finance	
Accounting	1,426,906
Purchasing & Warehouse	401,702
Human Resources	803,908
Police	12,792,015
Emergency 911	150,321
Parking	36,607
Fire	7,535,270
Parks & Recreation	
Administration	966,168
Parks & Grounds	1,722,833
Facilities	1,254,326
Development Services	
Planning	1,000,926
Inspections	826,055
Public Works	
Administration	605,393
Insurance	859,500
Garage	148,095
Public Buildings	1,089,839
Streets	3,402,805
Stormwater Maintenance	777,576
Debt Service	2,438,160
Interfund Transfers	48,400
TOTAL GENERAL FUND	\$ 42,507,775

Municipal Service District	\$	336,490
TOTAL MUNICIPAL SERVICE DISTRICT FUND	\$	336,490
SCHEDULE C - WATER FUND		
Water Resources Administration	\$	812,789
Water Treatment	\$	2,940,721
Water Distribution Maintenance	\$	2,964,968
Water Debt Service	\$	2,808,874
Shared Services Charges	\$	2,245,293
Interfund Transfers & Transfer Supports	ŝ	341,970
Bad Debt	\$	200,000
TOTAL WATER FUND	\$	12,314,615
SCHEDULE D - SEWER FUND		
Sewer Treatment	\$	3,589,811
Sewer Collection System Maint.	\$	4,740,635
Sewer Debt Service	\$	2,381,550
Shared Services Charges	\$ \$ \$	2,698,746
Interfund Transfers & Transfer Supports	\$	506,593
TOTAL SEWER FUND	\$	13,917,335
SCHEDULE E - ELECTRIC FUND		
Electric Administration	\$	1,739,385
Distribution O&M	\$	7,170,216
Power Supply	\$	38,649,809
Communications Control	\$	836,135
Utility Business Office	\$	2,653,703
Customer and Payment Services	\$	1,234,944
Electric Debt Service	\$	1,552,111
Shared Services Charges	\$	2,073,889
Interfund Transfers & Transfer Supports	\$	3,069,263
TOTAL ELECTRIC FUND	\$	58,979,455
SCHEDULE G - EMPLOYEES' BENEFIT INSURANCE FUND		
Employee Benefits	\$	7,355,509
TOTAL EMPLOYEES' BENEFIT INSURANCE FUND	\$	7,355,509

City of New Bern - Budget Ordinance FY2022-2023 Page 2 of 8

E-911	\$ 233,477
TOTAL EMERGENCY TELEPHONE SYSTEM FUND	\$ 233,477
SCHEDULE 1 - POLICE SPECIAL REVENUE FUND	
Police Special Revenue	\$ 21,940
TOTAL POLICE SPECIAL REVENUE FUND	\$ 21,940
SCHEDULE J - COMMUNITY DEVELOPMENT FUND	
TOTAL COMMUNITY DEVELOPMENT FUND	\$ G.C.
SCHEDULE K - GRANTS FUND	
TOTAL GRANTS FUND	\$
SCHEDULE L - PUBLIC-PRIVATE PARTNERSHIPS FUND	
Partnership Programs	\$ 10,000
TOTAL PUBLIC-PRIVATE PARTNERSHIPS FUND	\$ 10,000
CHEDULE M - WATER CAPITAL RESERVE FUND	
Water Capital Reserve	\$ 275
TOTAL WATER CAPITAL RESERVE FUND	\$ 275
CHEDULE N - SEWER CAPITAL RESERVE FUND	
Sewer Capital Reserve	\$ 100
TOTAL SEWER CAPITAL RESERVE FUND	\$ 100
CHEDULE O - RATE STABILIZATION FUND	
TOTAL RATE STABILIZATION FUND	\$ 2
CHEDULE P - SEWER DEBT SERVICE RESERVE FUND	
Transfer to Sewer Fund	\$ 281,618
TOTAL SEWER DEBT SERVICE RESERVE FUND	\$ 281,618

City of New Bern - Budget Ordinance FY2022-2023 Page 3 of 8

SCHEDULE Q - MPO PLAN GRANT FUND	
MPO Plan Grant	\$ 228,375
MPO Plan Grant (5303)	\$ 55,147
TOTAL MPO PLAN GRANT FUND	\$ 283,522
SCHEDULE R - EQUITABLE SHARING US DEPT OF JUSTICE	
Equitable Sharing	\$ 36,050
TOTAL EQUITABLE SHARING US DEPT OF JUSTICE	\$ 36,050
SCHEDULE S - EQUITABLE SHARING US DEPT OF TREASURY	
TOTAL EQUITABLE SHARING US DEPT OF TREASURY	\$
SCHEDULE T - SOLID WASTE FUND	
Solid Waste	\$ 3,432,085
Solid Waste Debt Service	\$ 7,201
Shared Services Charges	\$ 197,235
Interfund Transfers & Transfer Supports	\$ 5,350
TOTAL SOLID WASTE FUND	\$ 3,641,871
SCHEDULE U - REDEVELOPMENT FUND	
Redevelopment	\$ 20,000
TOTAL REDEVELOPMENT FUND	\$ 20,000

SECTION 2. It is estimated that revenues from the following major sources will be available for the fiscal year beginning July 1, 2022 and ending June 30, 2023 to meet the foregoing schedules:

SCHEDULE A - GENERAL FUND

Taxes & Licenses	\$ 27,000,844
Intergovernmental Revenue	\$ 3,597,423
Investment Earnings	\$ 1,100
Miscellaneous Revenue	\$ 542,922
Police Revenues	\$ 88,300
Fire Revenues	\$ 24,000
Parks & Recreation Revenues	\$ 308,900
Development Services Revenues	\$ 100,000
Public Works Revenues	\$ 32,500
Interfund Reimbursement	\$ 4,753,270
Interfund Transfers	\$ 3,957,176

City of New Bern - Budget Ordinance FY2022-2023 Page 4 of 8

Proceeds from Borrowing Permits and Fees TOTAL GENERAL FUND	\$ \$	1,583,340 518,000
	\$	518 000
TOTAL GENERAL FUND		510,000
TOTAL GENERAL FOND	\$	42,507,775
SCHEDULE B - MUNICIPAL SERVICE DISTRICT FUND		
Taxes	\$	319,900
Investment Earnings	\$	30
Parking Fees	\$	16,560
TOTAL MUNICIPAL SERVICE DISTRICT FUND	\$	336,490
SCHEDULE C - WATER FUND		
Charges for Sales & Service	\$	11,360,000
Investment Earnings	S	1,500
Miscellaneous Revenue	S	236,000
Interfund Reimbursements	s	408,242
Fund Balance Appropriated	\$ \$ \$ \$ \$	308,873
TOTAL WATER FUND	\$	12,314,615
SCHEDULE D - SEWER FUND		
Charges for Sales & Service	\$	13,355,000
Investment Earnings	\$ \$ \$	3,463
Miscellaneous Revenue	\$	10,000
Transfer from Other Funds	\$	255,000
Fund Balance Appropriated	\$	293,872
TOTAL SEWER FUND	\$	13,917,335
SCHEDULE E - ELECTRIC FUND		
Charges for Sales & Service	\$	56,701,000
Investment Earnings	\$	12,072
Miscellaneous Revenue	\$ \$	212,731
Interfund Reimbursements	\$	2,053,652
TOTAL ELECTRIC FUND	\$	58,979,455
SCHEDULE G - EMPLOYEES' BENEFIT INSURANCE FUND		
Investment Earnings	\$	1,600
Miscellaneous Revenue	\$	7,353,909

City of New Bern - Budget Ordinance FY2022-2023 Page 5 of 8

SCHEDULE H - EMERGENCY TELEPHONE SYSTEM FUND	
State 911 Distributions	\$ 233,477
TOTAL EMERGENCY TELEPHONE SYSTEM FUND	\$ 233,477
SCHEDULE I - POLICE SPECIAL REVENUE FUND	
Restricted Police Revenue	\$ 21,940
TOTAL POLICE SPECIAL REVENUE FUND	\$ 21,940
SCHEDULE J - COMMUNITY DEVELOPMENT FUND	
TOTAL COMMUNITY DEVELOPMENT FUND	\$
SCHEDULE K - GRANTS FUND	
TOTAL GRANTS FUND	\$
SCHEDULE L - PUBLIC-PRIVATE PARTNERSHIPS FUND	
Transfer from General Fund	\$ 10,000
TOTAL PUBLIC-PRIVATE PARTNERSHIPS FUND	\$ 10,000
SCHEDULE M - WATER CAPITAL RESERVE FUND	
Investment Earnings	\$ 275
TOTAL WATER CAPITAL RESERVE FUND	\$ 275
SCHEDULE N - SEWER CAPITAL RESERVE FUND	
Investment Earnings	\$ 100
TOTAL SEWER CAPITAL RESERVE FUND	\$ 100
SCHEDULE O - RATE STABILIZATION FUND	
TOTAL RATE STABILIZATION FUND	\$ 4
SCHEDULE P - SEWER DEBT SERVICE RESERVE FUND	
Fund Balance Appropriated	\$ 281,618
TOTAL SEWER DEBT SERVICE RESERVE FUND	\$ 281,618

SCHEDULE Q - MPO PLAN GRANT FUND	
Grant Revenue	\$ 203,035
Grant Revenue (5303)	\$ 52,087
Transfer from General Fund	\$ 28,400
TOTAL MPO PLAN GRAND FUND	\$ 283,522
SCHEDULE R - EQUITABLE SHARING US DEPT OF JUSTICE	
Restricted Police Revenue	\$ 36,050
TOTAL EQUITABLE SHARING US DEPT OF JUSTICE	\$ 36,050
SCHEDULE S - EQUITABLE SHARING US DEPT OF TREASURY	
TOTAL EQUITABLE SHARING US DEPT OF TREASURY	\$
SCHEDULE T - SOLID WASTE FUND	
Charges for Sales & Service	\$ 3,595,000
Miscellaneous Revenue	\$ 46,871
TOTAL SOLID WASTE FUND	\$ 3,641,871
SCHEDULE U - REDEVELOPMENT FUND	
Transfer from General Fund	\$ 20,000
TOTAL REDEVELOPMENT FUND	\$ 20,000

SECTION 3.

- (a) There is hereby levied a tax at the rate of forty-eight and twenty-two hundredths cents (\$0.4822) per one hundred dollars (\$100.00) valuation of property as listed for taxes as of January 1, 2022, for the purpose of raising the revenue listed in "Taxes & Licenses" in Schedule A - General Fund in Section 2 of this ordinance. This rate is based on an estimated total valuation of Property for the purpose of taxation of \$3,402,000,000 and an estimated rate of collection of 98.99%.
- (b) There is hereby levied an additional tax at the rate of thirteen and seventy-five hundreths cents (\$0.1375) per hundred dollars (\$100.00) valuation of property as listed for taxes as of January 1, 2022, on all property located in Municipal Service District, as defined and established by resolution adopted by the Board of Aldermen of the City of New Bern on June 27, 1978, expanded on June 26, 1986, and amended on January 8, 2008, for the purpose of raising revenue listed in Schedule B Municipal Service District Fund in Section 2 of this Ordinance.

SECTION 4. Special Authorization - Budget Officer

- (a) The Budget Officer and Director of Finance shall be authorized to reallocate appropriations within departments and among the various line accounts not organized by departments as he or she deems necessary.
- (b) Interfund transfers and transfer supports, established in the Budget Ordinance, may be accomplished without additional approval from the Board.

SECTION 5. Restrictions - Budget Officer

- (a) Interfund transfers and transfer supports of monies, except as noted in Section 4(b), shall be accomplished by Board of Aldermen authorizations only.
- (b) Utilization of appropriations contained in Contingencies and Appropriations to Fund Balance may be accomplished only with specific approval of the Board of Aldermen.

SECTION 6.

The Director of Finance is authorized to write off accounts receivable 120 or more days delinquent and to place said accounts in a collection status.

SECTION 7.

The use of facsimile signatures for checks and other documents is re-authorized as established by a resolution adopted by the Board of Aldermen of the City of New Bern on the 9th day of December, 1986.

SECTION 8.

Copies of this Budget Ordinance shall be filed with the Budget Officer, Director of Finance and City Clerk.

SECTION 9.

This Ordinance shall take effect on July 1, 2022.

ADOPTED THIS 14TH DAY OF JUNE, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

City of New Bern - Budget Ordinance FY2022-2023 Page 8 of 8

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting an Ordinance to amend and Restate the Rates for the Consumption of Electricity Applicable to Street Lighting Service Schedule 32-A.

Date of Meeting: June 14, 2022	Ward # if applicable: N/A
Department: Public Utilities	Person Submitting Item: Charles Bauschard
Call for Public Hearing: □Yes⊠No	Date of Public Hearing: N/A

Explanation of Item:	Request for Mayor to execute Ordinance.
Actions Needed by Board:	Execution by Mayor Outlaw
Backup Attached:	Memo, Rate Schedule, Ordinance

Is item time sensitive? ⊠Yes □No	
Will there be advocates/opponents at the meeting? \Box Yes \boxtimes No	

Cost of A	genda Ite	em: N/A
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If this requires an expenditure, has it been budgeted and are funds available and certified by the Finance Director? \Box Yes \Box No



NORTH CAROLINA

Office of the Director of Utilities

TO:	City Manager, Honorable Mayor and Members of the Board of Aldermen
FROM:	Charles Bauschard – Director of Utilities
DATE:	May 26, 2022
RE:	Consider an Ordinance to Amend and Restate the Rates for the
	Consumption of Electricity Applicable to Street Lighting Service Schedule
	32-A.

Background

Street lighting schedule 32 -A is available for service to supply streetlighting to dedicated public streets, highways, municipally owned parks and parking lots. Where the streetlight is mounted on City owned poles.

The lighting products offered in Schedule 32-A have become obsolete and no longer available to offer as new or replacement service. As a result, light emitting diode (LED) products are being used for both new installations and replacement of obsolete products. Staff has developed a retail rate for use with LED products within Schedule 32-A. These rates are designed to meet cost of service to include contributions to the general fund. The proposed rates are estimated to increase the electric fund by approximately \$170,000 annually. The City of New Bern is the only customer impacted by this rate. Public works has budget appropriately for the change. A red line copy of the proposed change is attached.

Requested Action

Consider an ordinance to amend and restate the rates for the consumption of electricity applicable to street lighting service schedule 32-A.

AN ORDINANCE TO AMEND AND RESTATE THE RATES FOR THE CONSUMPTION OF ELECTRICITY APPLICABLE TO CUSTOMERS OF THE CITY OF NEW BERN

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

SECTION 1. That there are hereby established rates for, the consumption of energy to be charged to electric utility customers of the City of New Bern effective **June 14, 2022**, summarized as follows:

Residential – Schedule 01	Rate
Customer Charge (Per Month)	\$9.95
Energy (Per kWh) First 300 kWh	\$0.1018
Energy (Per kWh) All additional kWh	\$0,1175
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Residential – Schedule 07	Rate
Customer Charge (Per Month)	\$9.95
Energy (Per kWh) First 300 kWh	\$0.0968
Energy (Per kWh) All additional kWh	\$0.1116
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Small General Service #1 Schedule 03	Rate
Customer Charge (Per Month)	\$20.64
Energy (Per kWh) First 2325 kWh	\$0.1260
Energy (Per kWh) Next 1000 kWh	\$0.0960
Energy (Per kWh) All over 3325 kWh	\$0.0900
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Small General Service #2 Schedule 04	Rate
Customer Charge (Per Month)	\$20.64
Demand (Per kW)	\$2.31
Energy (Per kWh) First 2325 kWh	\$0,1013
Energy (Per kWh) Next 1000 kWh	\$0.0956
Energy (Per kWh) All over 3325 kWh	\$0.0887
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Economic Development Rate #5	Rate
Customer Charge (Per Month)	\$197.00
CP Demand (Per kW)	\$26.84
Excess Demand (Per kW)	\$3.94
Energy (Per kWh)	\$0.0444

Large General Service #1 CP Schedule 13	Rate
Customer Charge (Per Month)	\$166.06
CP Demand (Per kW)	\$26.84
Excess Demand (Per kW)	\$4.43
Energy (Per kWh)	\$0.0561

Commercial Electric Vehicle Charging Station CP Schedule 14	Rate
Customer Charge (Per Month)	\$166.06
CP Demand (Per kW)	\$26.84
Excess Demand (Per kW)	\$4.43
Energy (per kWh) LF $$	\$0.10100
Energy (per kWh) 10% <lf <20%<="" td=""><td>\$0.07855</td></lf>	\$0.07855
Energy (per kWh) LF>20%	\$0.05610

Utility Owned Electric Vehicle Charging Station Schedule 15	Rate
Active Energy (per kWh) $LF < 10\%$	\$0.68
Active Energy (per kWh) 10% <lf<20%< td=""><td>\$0.47</td></lf<20%<>	\$0.47
Active Energy (per kWh) LF>20%	\$0.38
In-Active Charging (per minute)	\$0.17

Medium General Service #1 Schedule 08	Rate
Customer Charge (Monthly)	\$22.80
Demand (Per kW)	\$8.08
Energy (Per kWh)	\$0.0842

Small Wholesale Schedule 09	Rate
Customer Charge (Per Month)	\$21.78
Demand (Per kW)	\$6.69
Energy (Per kWh)	\$0.0859
Three Phase Charge (In addition to monthly Customer Charge, if applicable)	\$13.67

Large General Service #2 CP Rate Schedule 6	Rate
Customer Charge (Per Month)	\$1,214.06
CP Demand (Per kW) First 3200 kW	\$26.84
Demand (Per kW) All additional kW	\$14.94
Excess Demand (Per kW)	\$4.19
Energy (Per kWh) First 1,700,000 kWh	\$0.0529
Energy (Per kWh) All additional kWh	\$0.0445

Medium General Service #2 Schedule 10	Rate
Customer Charge (Per Month)	\$22.80
Demand (Per kWh)	\$8.95
Energy (Per kWh)	\$0.0800
Three Phase Charge (In addition to monthly Customer Charge, if applicable)	\$13.67

Medium General Service TOU Schedule 11	Rate
Customer Charge (Per Month)	\$56.78
On Peak Demand (Per kW)	\$21.57
Excess Demand (Per kW)	\$5.19
Energy (Per kWh)	\$0.0592

Medium General Service CP Schedule 12	Rate
Customer Charge (Per Month)	\$82.24
CP Demand (Per kW)	\$22.12
Excess Demand (Per kW)	\$5.24
Energy (Per kWh)	\$0.0601

Residential – Schedule 40	Rate
Customer Charge (Per Month)	\$9.95
Energy (Per kWh) First 300 kWh	\$0.1018
Energy (Per kWh) 300 kWh to 800 kWh	\$0.1175
Energy (Per kWh) All additional kWh	\$0.1013
Three Phase Charge (In addition to monthly Customer Charge, if applicable)	\$13.67

Residential – Schedule 50	Rate	
Customer Charge (Per Month)	\$9.95	
Energy (Per kWh) First 300 kWh	\$0.0968	
Energy (Per kWh) 300 kWh to 800 kWh	\$0.1116	
Energy (Per kWh) All additional kWh	\$0.0948	
Three Phase Charge (In addition to monthly Customer Charge, if applicable)	\$13.67	

	Extra Facilities Charge - Generation Schedule 70	Rate
Facilities Charge	Per kW based on Generator Nameplate Rating	\$2.96

	Renewable Resource Facilities Credit Schedule 60	Rate
Energy	Credit Per kW generated	\$0.0487

Commercial/Industrial Load Profiler Data Service - Schedule LPDS	Rate
Set Up Fee	\$150.00
Monthly Rate	\$40.50
Monthly Rate	\$90.00

	Area Lighting Schedule 04	New Rate
A 144 Pt 18	High Pressure Sodium	
Monthly Rate	150w (Obsolete - Not Available for new or replacement service)	\$18.74
Monthly Rate	250w (Obsolete – Not Available for new or replacement service) Metal Halide	\$21.32
Monthly Rate	400w (Obsolete - Not Available for new or replacement service)	\$33.15
Monthly Rate	1000w (Obsolete - Not Available for new or replacement service) LED	\$44.60
Monthly Rate	50w	\$18.74
Monthly Rate	300w Area Lighting Poles	\$33,15
Monthly Rate	Wood	\$2.93
Monthly Rate	Special Metal or Fiberglass Post Underground Service One time contribution per pole	\$6.94 \$246.51
Monthly Rate	Increase per pole	\$4.90

	Street Lighting Poles	Rate
Monthly Rate	Wood	\$2.01
Monthly Rate	Special Metal or Fiberglass Post	\$3.51
	Underground Service	
	One Time Contribution per pole	\$246.51
Monthly Rate	Increase Per Pole	\$4.90

	Street Lighting Service Schedule 32-A	Rate
1. At	Mercury Vapor	- 1 A
Monthly Rate	175w semi enclosed (Obsolete-not available for new or replacement s	ervice) \$8.44
Monthly Rate	175w (Obsolete-not available for new or replacement service)	\$8.44
Monthly Rate	400w (Obsolete-not available for new or replacement service) Metal Halide	\$13.18
Monthly Rate	400w (Obsolete-not available for new or replacement service)	\$13.18
Monthly Rate	1000w (Obsolete-not available for new or replacement service) High Pressure Sodium	\$14.47
Monthly Rate	100w (Obsolete-not available for new or replacement service)	\$7.79
Monthly Rate	150w (Obsolete-not available for new or replacement service)	\$8.44
Monthly Rate	250w (Obsolete-not available for new or replacement service)	\$10.77
Monthly Rate	400w (Obsolete-not available for new or replacement service)	\$13.18
Monthly Rate	400w (Obsolete-not available for new or replacement service) LED	\$14.47
Monthly Rate	39w Acorn	\$18.81
Monthly Rate	72w Cobra	\$12.46
Monthly Rate	110w Town & Country	\$17.62
Monthly Rate	160w Gardco	\$38.85

	Street Lighting Service Schedule 32-B	Rate
A 1977 - 1979	Overhead Distribution Area	
Bracket-mountea	, enclosed luminaries on approved wood pole	
	1 light per 10 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$1.47
	1 light per 10 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$2.94
	Underground Distribution Area	
Bracket-mounted	, enclosed luminaries on standard metal pole	
	1 light per 10 customers on major fraction thereof	
per customer	150w High Pressure Sodium	\$2.09
	1 light per 10 customers on major fraction thereof	
per customer	150w High Pressure Sodium	\$4.18
Bracket-mounted	, enclosed luminaries on standard metal pole	
	1 light per 10 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$2.38
per customer	9,500 lumen sodium vapor	\$2.38
	1 light per 3 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$3.99
	I light per 3 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$7.98
	Approve J Post-Mounted type luminaries	
	1 light per 10 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$2.38
	1 light per 6 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$3.99
	I light per 3 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$7.98

Street Lighting Service Schedule 32-C		
	High Pressure Sodium	
Monthly Rate	150w	\$8.44
Monthly Rate	250w	\$10.77
Monthly Rate	400w	\$13.18
Monthly Rate	400w flood	\$14.47

SECTION 2. That the following Residential Service #1 Schedule 01 and Schedule 07 are hereby adopted effective June 14, 2022.

CITY OF NEW BERN Residential Service #1 Schedule 01, Schedule 07

AVAILABILITY

Service under this schedule is available for separately metered and billed supply of alternating electric current to single family residences, including a residential farm where the farm uses are not taken through a separate meter.

This schedule is not available for (a) individual motors rated on 15HP; (b) commercial use as in hotels, public inns, motels, auto courts, tourist camps, and trailer camps; (c) separately metered accessory buildings or equipment on residential property not suitable for residential use; or (d) bulk barns and other seasonal high use facilities.

Non-fossil energy sources caused by acts of nature, such as wind or solar, are permitted as supplements to customer's energy requirements provided the City is granted the right to install, operate and monitor special equipment to measure the customer's load, or any part thereof, and to obtain any other data necessary to determine the operating characteristics and effects of the installation.

APPLICABILITY

The schedule is applicable to all electric service of the same available type supplied to the customer's premises at one point of delivery through a one kilowatt-hour meter in accordance with Schedule 01 and Schedule 07 below.

ADDITONAL POINTS OF DELIVERY

Additional points of delivery installed on structures at same premises for other than residential dwelling purposes shall be billed under the appropriate rate schedule.

TYPE OF SERVICE

The type of service to which this schedule is applicable are alternating current, 60 hertz, either single-phase two or three wires, or three-phase four wires at City's standard voltages of 240 volts or less.

SCHEDULE 01

MONTHLY RATES For Single-Phase Service

Basic Customer Charge	\$9.95
Energy Charges For all first 300 kilowatt hours	\$0,1018
For all additional kilowatt hours	\$0.1175

For Three-Phase Service

The bill computed for single-phase service plus \$13.67.

SCHEDULE 07 (Energy Efficient Residential Rate)

ENERGY CONSERVATION DISCOUNT

Where customer notifies company and customer's dwelling complies with the thermal requirements herein, participates fully in the City of New Bern Load Management program, and operates no fossil fuel burning appliances for the purpose of heating or production of hot water, the Schedule E01 kWh charges will be discounted by 5% kWh.

MONTHLY RATESFor Single-Phase ServiceBasic Customer Charge\$9.95Energy ChargesFor the first 300 kilowatt hours\$0.0968For all additional kilowatt hours\$0.1116 (See E50)

For Three-Phase Service

The bill computed for single-phase service plus \$13.67

THERMAL REQUIREMENTS CONVENTIONAL

HOUSING

In no case shall the structure's heat loss, including duct heat loss, be greater than 0.1 watts (.34 Btuh) per square foot of net heated floor area per degree Fahrenheit temperature difference. Generally, the criteria may be satisfied if the following provisions are met:

- A. Ceilings with an installed insulation thermal resistance value of R-30.
- B. Exterior walls with an installed insulation thermal resistance value of R-13.
- C. Floors over crawl spaces with an installed insulation thermal resistance value of R-19.
- D. All windows should be insulated double pane glass or single pane glass with storm windows.
- E. All exterior doors should be wood with storm doors or insulated metal doors.
- F. Adequate natural or mechanical attic ventilation should be provided.
- G. Effective with building permits issued 7/1/02, the dwelling is all electric (range-oven, heating, air conditioning, water heater, dryer).

MANUFACTURED HOUSING

In no case shall the structure's heat loss, including duct loss, be greater than .0125 watts (0.43 Btuh), per square foot of net heated floor area per degree Fahrenheit temperature difference.

Generally, these criteria may be satisfied if the following provisions are met:

- A. Ceilings with an installed insulation thermal resistance value of R-19
- B. Exterior walls with an insulation thermal resistance value of R-13.
- C. Floors over crawl spaces with an installed insulation thermal resistance value of R-19.
- D. All windows should be insulated double pane glass or single pane glass with storm windows.
- E. All exterior doors should be wood with storm doors or insulated metal doors.
- F. Effective with building permits issued 7/1/02, the dwelling is all electric (range-oven, heating, air conditioning, water heater, dryer).

A copy of the manufacturer's certificate stating that the manufactured home in question meets or exceeds the above thermal requirements shall be submitted to the City's Electric Utilities Department in order to obtain the 5% energy efficient discount.

PAYMENTS

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

SALES TAX To the above charges will be added any applicable North Carolina sales tax.

CONTRACT PERIOD

The contract period shall not be less than one year.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 3: That the following Small General Service #1 Schedule 03 is hereby adopted effective June 14, 2022.

CITY OF NEW BERN Small General Service #1 Schedule 03

AVAILABILITY

This schedule is available for electric service at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with monthly energy readings of less than 2500 kWh for at least ten of the preceding twelve months. When the customer's monthly energy has equaled or exceeds 2500 kWh for at least three of the preceding twelve months, the City may install a demand meter to determine the maximum 15-minute demand and begin billing the customer for demand under Small General Service Schedule 04.

This schedule is not available: (1) for residential service; (2) for resale service; (3) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering, or (4) whenever the monthly energy equals or exceeds 2500 kW for at least three of the preceding twelve months. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year in one-year increments from the month that the customer first started receiving bills under a new schedule.

When the customer has installed generating or converting equipment that can operate in parallel with the City's service, the customer shall install the protective equipment acceptable to the City that will protect the City's employees, its other customers, and its distribution system. The City shall have the right to suspend delivery of electricity to the customer with such generating or converting equipment until the customer has installed the protective equipment.

APPLICABILITY

This schedule is applicable to all electric service of the same available type suppled to the customer's premises at one point of delivery through one meter.

MONTHLY RATES For Single-Phase Service

Customer Charge	\$20.64	
Energy Charges		
First 2325 kWh	\$0.1260 per kWh	
Next 1000 kWh	\$0.0960 per kWh	
Over 3325 kWh	\$0.0900 per kWh	

For Three-Phase Service Bill for single-phase service plus \$13.67

DETERMINATION OF DEMAND

Any time demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

[9]

PAYMENTS

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- That where it is necessary for the City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the customer shall pay for the lines extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 4. That the following Small General Service #2 Schedule 04 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Small General Service #2 Schedule 04

AVAILABILITY

This schedule is available for electric service at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with monthly energy readings of 2500 kWh or greater for at least three of the preceding twelve months but with demand reading of less than 35kWh for at least eleven of the preceding twelve months.

This schedule is not available; (1) for residential service; (2) for resale service; (3) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering, or (4) whenever the monthly demand equals or exceeds 35kW for at least two of the preceding twelve months. In order to determine the applicable rate schedule for a customer, the City will review the customer's monthly readings once a year, in one-year increments from the month that the customer first started receiving bills under a new schedule.

When the customer has installed generating or converting equipment that can operate in parallel with the City's service, the customer shall install the protective equipment acceptable to the City that will protect the City's employees, its other customers, and its distribution system. The City shall have the right to suspend delivery of electricity to the customer with such generating or converting equipment until the customer has installed the protective equipment.

APPLICABILITY

This schedule is applicable to all electric service of the same available type supplied to the customer's premises at one point of delivery through one meter.

MONTHLY RATES

For Single-Phase Service

Customer Charge	\$20.64	
Energy Charges		
First 2325 kWh	\$0.1013 per kWh	
Next 1000 kWh	\$0.0956 per kWh	
All over 3325 kWh	\$0.0887 per kWh	
Demand Charge	\$2.31	

For Three-Phase Service Bill for single-phase service plus \$13.67

DETERMINATION OF DEMAND

The billing demand shall be the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle.

Any time demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENTS

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued; and
- 2. That where it is necessary for the City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 5. That the following Economic Development CP Rate Schedule EDR4 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Economic Development CP Rate Large General Service Minimum Demand = 350 kW Schedule EDR5

APPLICABILITY

The Economic Development (ED) Rate set forth in this schedule is available to new loads or load expansions of commercial or industrial customers which meet the following requirements:

- 1. Have at least a 350 kW annual peak demand;
- In the case of new loads, have not been served by the City prior to the date on which service
 of such load under this ED rate commences, except as necessary to maintain a minimum
 level of service prior to full operation;
- 3. In the case of load expansions, are at least an incremental addition of 200 kW to the facility's highest Non-Coincidental Peak Demand for the previous twelve (12) months of service and are the result of adding new full-time employees to the organization of at least 100 persons;
- 4. Are individually metered;
- 5. Are served under the provision of a service agreement with the City; and
- 6. Are approved by the Board of Aldermen and the City Manager.

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering.

CONTRACT PERIOD

Service under this rate is only available to new loads or load expansions for a period of five (5) years, following the date of full operation.

At the end of the customer's eligibility for this rate, the customer will then be switched to the appropriate standard rate schedule based on load size and characteristics.

Customer Charge	\$197.00 per billing cycle	
kW Demand Charge All Coincident Peak (CP) Demand	\$26.84 per CP kW	
Energy Charge All kWh	\$0.0444 per kWh	
Excess Demand	\$3.94 per kW	

The minimum charge shall be such as may be contracted for, but not less than the sum of the charges in A, B, C and D above.

DETERMINATION OF DEMAND

<u>Coincident Peak (CP) Demand</u>: The Coincident Peak (CP) Demand shall be the customer's contribution to the City's 60-minute interval which is used by the North Carolina Eastern Municipal Power Agency (NCEMPA) for wholesale billing purposes during the current calendar month.

Excess Demand: Excess Demand shall be the difference between the maximum 15-minute demand recorded during the current billing cycle and the Coincident Peak (CP) Demand for the same billing cycle.

<u>Any Time Demand</u>: Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

<u>kWh:</u> The letters kWh of energy consumption shall be the total usage of electricity during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by the City will be provided to the customer by the direct telephone communications or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENTS

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 6. That the following Large General Service #1 - CP Schedule 13 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Large General Service #1 – CP Schedule 13

AVAILABILITY

This schedule is available for electric service at a single point of delivery at one of the City's standard voltages, used by any non-residential customer with a monthly demand between 750 kWh and 2,000 kW for at least two of the preceding twelve months.

This schedule is not available for (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering or (5) whenever the monthly demand exceeds 100,000 kW. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year, in one-year increments from the month that the customer first starter receiving bills under a new schedule.

MONTHLY RATES

Customer Charge	
Energy Charge	
All kWh	
Demand Charges	
Coincident Peak Demand	
Excess Demand	

\$166.06 per month \$0.0561 per kWh

\$26.84 per kW \$4.43 per kW

DETERMINATION OF DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the customer's billing.

Excess Demand shall be the highest 15-minute demand recorded during the current billing cycle, less the Monthly Coincident Peak Demand for the current billing cycle.

Any time demand shall be the highest 15-minute demand recorded during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided Notification by the City will be provided to the customer by direct telephone communication or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

POWER FACTOR CORRECTION

Where the power factor of the consumer's installation is less than 85%, the City may correct kWh consumption for the month by multiplying by 85 and dividing by the actual power factor. SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspect service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 7. That the following Commercial Electric Vehicle Charging Station – CP Schedule 14 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Commercial Electric Vehicle Charging Station Service – CP Schedule 14

AVAILABILITY

This schedule is available for electric service at a single point of utility metering at one of the City's standard voltages, for the purpose of providing power at commercially owned electric vehicle (EV) charging stations.

This schedule is not available whenever the monthly anytime demand exceeds 1,000 kW.

MONTHLY RATES

Customer Charge	\$166.06 per month
Energy Charge	
Load Factor less than or equal to 10%	\$0.10100 kWh
Load Factor greater than 10% and less than or equal to 20%	\$0.07855 per kWh
Load Factor greater than 20%	\$0.0561 per kWh
Demand Charges	
Coincident Peak Demand	\$26.84 per kW

\$4.43 per kW

DETERMINATION OF BILLING DEMAND

Excess Demand

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the customer's billing.

Excess Demand shall be the highest 15-minute any time demand recorded during the current billing month, less the Monthly Coincident Peak Demand for the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

DETERMINATION OF ENERGY

Energy charge shall be determined by the calculated monthly load factor (LF). The energy charge shall adjust up or down when the calculated monthly load factor exceeds the threshold for a period of six (6) consecutive billing cycles. Load factor shall be determined by the total energy hours used during the billing cycle divided by the product of the anytime demand and the number hours in the billing cycle.

LF=kWh / (Any Time Demand X Hours in Billing Cycle

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by the City will be provided to the customer by direct telephone communication or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

POWER FACTOR CORRECTION

Where the power factor of the consumer's installation is less than 85%, the City may correct kWh consumption for the month by multiplying by 85 and dividing by the actual power factor.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service suppled shall be for a continuous period until discontinued, and
 - That where it is necessary for City to extend lines, erect transformers, or do any work
 necessary to supply service, except for the installation of a self-contained meter, the customer
 shall pay for the line extension in accordance with the City's customer service policies as
 may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 8. That the following Utility Owned Electric Vehicle Charging Stations – Schedule 15 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Utility Owned Electric Vehicle Charging Stations Schedule 15

PURPOSE

The City recognizes the potential growth of electric vehicles (EV) across the City's electric service territory. The purpose of this pilot program is for the City to evaluate the impact of EV charging on the public electric system and/or any interest towards owning a network of publicly accessible EV charging stations.

AVAILABILITY

This service is available for EV charging stations owned by the City of New Bern. Charging stations are available for use by the public, exclusive to vehicles attempting to charge and not exclusive to City of New Bern electric customers.

Whereas charging station is defined as single point charging and charging site may have one or more charging stations. The City may throttle the available charging capacity of both the charging site and/or charging station to balance the impact of EV charging on the public electric distribution system. The City does not guarantee availability at charging sites or charging stations.

This service is not available where the total charging site requirement exceeds 125 kW.

Obstructing access to charging sites and/or stations is subject to towing and/or fines.

USAGE RATES

Active Energy Charging	
Load Factor less than or equal to 10%	\$0.68 per kWh
Load Factor greater than 10% and less than or equal to 20%	\$0.47 per kWh
Load Factor greater than 20%	\$0.38 per kWh
In-Active Charging	
In-active charging is applied after 10 minutes	\$0.17 per minute
Of idle charging and occupying space at the charger.	
	Load Factor less than or equal to 10% Load Factor greater than 10% and less than or equal to 20% Load Factor greater than 20% In-Active Charging In-active charging is applied after 10 minutes

DETERMINATION OF ACTIVE ENERGY CHARGING

Active Energy Charge shall be determined by calculating monthly load factor (LF) for the charging site. The energy charge shall adjust up or down when the calculated monthly load factor exceeds the threshold for a period of six (6) consecutive calendar months. Monthly load factor shall be determined by the total charging site energy hours used during the month divided by the product of the charging site blended demand capacity and the number of hours in the billing cycle.

LF=kWh / (120.04 kW X Hours in Billing Cycle)

SALES TAX

To the above charges, taxes will be added at the point sale. Taxes will include any applicable North Carolina sales tax and/or other applicable taxes.

PAYMENT

Payment shall be made via the customers ChargePoint account. Cash and/or credit card transactions are not available.

CONTRACT PERIOD

The pilot program shall continue through February 12, 2023 per the contractual requirements set forth by the NCDEQ VW-DC Fast Program or extended as needed. Record keeping and reporting shall continue for a period of five (5) years following the expiration of the contract. At the end of the pilot program, the City may consider any further interest to own EV charging stations or divest their interest.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 9. That the following Medium General Service #1 Schedule 08 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Medium General Service #1 Schedule 08

AVAILABILITY

This schedule is available for electric service used at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with a monthly demand of 35 kW or greater for at least two of the preceding twelve months, but less than 100 kW for 11 of the preceding twelve months.

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest connected Any Time Demand (kW) at the point of utility metering. (5) or whenever the registered or computed demand equals or exceeds 100 kW. In order to determine that applicable rate schedule for a customer, the City will review that customer's monthly readings once a year in one-year increments from the month that customer first started receiving bills under a new schedule.

MONTHLY RATES

For Single-Phase Service Customer Charge Energy Charge Demand Charge

\$22.80 \$0.0842 per kWh \$8.08 per kW

For Three-Phase Service Bill computed for single-phase service plus \$13.67.

DETERMINATION OF DEMAND

The billing demand shall be the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspect service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until disconnected, and
 - 2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this Schedule is subject to the provisions of the City's Service Regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 10. That the following Small Wholesale Customer Rate Schedule 09 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Small Wholesale Customer Rate Schedule 09

AVAILABILITY

This schedule is available for electric used by a nonresidential customer at a single point of delivery at one of the City's standard voltages with a contract demand or a registered or computed demand of kW and greater but less than 750 kW.

This schedule is not available for (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year; (3) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering. (4) a new customer with a contract demand of 750 kW or more, or whenever the registered or computed demand equals or exceeds 1,000 kW in two or more of the preceding twelve months.

MONTHLY RATES For Single-Phase Service

Customer Charge Billing Demand Kilowatt-Hour Energy

\$21.78 \$6.69 per kW \$0.0859 per kWh

For Three-Phase Service The bill computed for single-phase service plus \$13.67

CONTRACT DEMAND

The contract demand shall be the kW of demand specified in the service agreement.

DETERMINATION OF DEMAND

The billing demand shall be the greater of the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle or 30

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX To the above charges will be added any applicable North Carolina sales tax.

PAYMENTS

Bill are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 11. That the following Large General Service #2-CP Schedule 06 is hereby adopted effective June 14, 2022.

CITY OF NEW BERN Large General Service #2 – CP Schedule 06

AVAILABILITY

This schedule is available for electric service at a single point of delivery at one of the City's standard voltages, used by any non-residential customer with a monthly demand of 2000kW or greater for at least two of the preceding 12 months.

This schedule is not available for (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering or (5) whenever the monthly demand exceeds 100,000 kW. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year, in one-year increments from the month that the customer first started receiving bills under a new schedule.

MONTHLY RAT	ES	
Cu	stomer Charge	\$1,214.06 per month
Ene	ergy Charge	
	First 700,000 kW	\$0.0529 per kW
	Addition kWh	\$0.0445 per kWh
De	mand Charges	
	Coincidental Peak Demand	
	First 3200 kW	\$26.84 per kW
	Additional kW	\$14.94 per kW
Exc	cess Demand	\$4.19 per kW

DETERMINATION OF DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the customer's billing.

Excess Demand shall be the highest 15-minute demand recorded during the current billing cycle, less the Monthly Coincident Peak Demand for the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by the City will be provided to the customer by direct telephone communications or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response notification.

POWER FACTOR CORRECTION

Where the power factor of the consumer's installation is less than 85%, the City may correct kWh consumption for the month by multiplying by 85 and dividing by the actual power factor. SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 12. That the following Medium General Service #2 Schedule 10 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Medium General Service #2 Schedule 10

AVAILABILITY

This Schedule is available for electric service used at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with a monthly demand of 100 kW or greater for at least two of the preceding twelve months, but less than 750 kW for at least eleven of the preceding twelve months.

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering, (5) or whenever the monthly demand has equaled or exceeded 750 kW for at least two of the preceding twelve months. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year in one-year increments from the month that Customer first started receiving bills under a new schedule.

MONTHLY RATES For Single-Phase Service

Customer Charge	\$22.80
Energy Charge	\$0.0800 per kWh
Demand Charge	\$8.95 per kW

For Three-Phase Service Bill computed for single-phase service plus \$13.67

DETERMINATION OF DEMAND

The billing demand shall be the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for the City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's Service Regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 13. That the following Medium General Service (Time of Use) Schedule 11 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Medium General Service (Time of Use) Schedule 11

AVAILABILITY

This schedule is available on a voluntary basis for electric service at a single point of delivery at one of the City's standard voltages used by any non-residential customer with a monthly demand of 30 kW or greater, but less than 750 kW for at least 3 of the preceding 12 months. Also, this schedule is available to those customers who were being serviced under the City's small general service (time-of-use) schedule as of November 15, 1993.

This schedule is not available for Electric vehicle (EV) chargers; where EV chargers are the largest ANY TIME Demand (kW) at the point of utility metering.

TYPE OF SERVICE

Delivery of service under this schedule shall be to the customer's premises at one point of delivery through one meter.

MONTHLY RATES

Customer Charge	\$56.78 per month
Energy Charge	\$0.0592 per kWh
Demand Charges	
On-Peak Demand	\$21.57 per kW
Excess Demand	\$5.19 per kW

DETERMINATION OF DEMAND

The on-peak demand for billing purposes each month shall be the maximum kW demand registered or computed by or from City's metering facilities during any 15-minute interval within the peak hours of the billing cycle. The peak hours are the hours falling within the time periods every Monday through Friday (excluding holidays) listed by months below:

Summer period – Coincident with April 15 through October 15: 1:00 – 6:00 p.m. Winter period – Coincident with October 16 through April 14: 7:00 – 9:00 a.m.

Excess demand is the maximum demand registered or computed from the City's metering facilities used during any 15-minute interval in the off-peak hours of the current month, less the on-peak demand. If on-peak demand is greater than the off-peak demand, the excess demand charge will be zero.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies and may be amended from time to time.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days form the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions thereof, or additions thereto lawfully made.

SECTION 14: That the following Medium General Service - CP Rate Schedule 12 is hereby adopted effective June 14, 2022.

CITY OF NEW BERN Medium General Service- CP Rate Schedule 12

AVAILABILITY

This schedule is available on a volunteer basis for electric service used at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with a monthly demand of less than 750 kW for at least three of the preceding 12 months. Also, this schedule is available as an alternative to those customers who are currently being served under the Medium General Service rates (Schedules 4, 8 and 10) and Medium General Service Time-of-Use rates (Schedule 11).

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering (5) or whenever the monthly demand exceeds 750kW for at least three months. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year in one-year increments from the month that the customer first started receiving bills under a new schedule.

INITIAL FEES

The customer will be billed for the actual cost for the City to purchase and install the CP meter facilities, communications equipment, and any associated load management equipment as required by the City.

MONTHLY RATES		
Customer Charge		\$82.24 per month
Energy Charge		
All	kWh	\$0.0601 per kW
Demand Charge		
Co	incident Peak Demand	\$22.12 per kW
Ex	cess Demand	\$5.24 per kW

DETERMINATION OF DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the Customer's billing.

Excess Demand shall be the highest 15-minute demand recorded during the current billing cycle, less the Monthly Coincident Peak Demand for the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by the City will be provided to the customer by direct telephone communication or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

POWER FACTOR CORRECTION

Where the power factor of the consumer's installation is less than 85%, the City may correct kWh consumption for the month by multiplying by 85 and dividing by the actual power factor.

SALES TAX

To the above will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- That where it is necessary for the City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under the Schedule is subject to the provisions of the City's Service Regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 15. That the following Residential Service Schedule 40 and Schedule 50 is hereby adopted effective June 14, 2022.

CITY OF NEW BERN Residential Service Schedule 40, Schedule 50

AVAILABILITY

Service under this schedule is available for separately metered and billed supply of alternating electric current to single family residences, including a residential farm where the farm uses are not taken through a separate meter.

A one-ton minimum central air conditioner must be present at these services, and these services must be participating in the 100% Air Conditioner Load Control Program. Under the 100% control, and air conditioner's compressor is turned off for the duration of every load management period. All applicable appliances must have load-management switches installed to participate in this rate schedule.

This schedule is not available for (a) individual motors rated on 15HP; (b) commercial use as in hotels, public inns, motels, auto courts, tourist camps, and trailer camps; (c) separately metered accessory buildings or equipment on residential property not suitable for residential use; or (d) bulk barns or other seasonal high use facilities.

Non-fossil energy sources caused by acts of nature, such as wind or solar, are permitted as supplements to customer's energy requirements provided City is granted the right to install, operate and monitor special equipment to measure customer's load or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation.

APPLICABILITY

The schedule is applicable to all electric service of the same available type supplied to the customer's premises at one point of delivery through one kilowatt-hour meter in accordance with Schedule 40 and Schedule 50 below.

ADDITIONAL POINTS OF DELIVERY

Additional points of delivery installed on structures at same premises for other than residential dwelling purposes shall be billed under the appropriate General Service Rate Schedule.

TYPE OF SERVICE

The types of service to which this schedule is applicable are alternating current, 60 hertz, either single-phase two or three wires, or three-phase four wires at City's standard voltages of 240 volts or less.

SCHEDULE 40 (Residential 100% A/C Control) 100% Air

Condition Control Discount

For service participating in the 1 (D0Zo Air Conditioner Control, all energy usage over 800 kWh will be discounted 15% based on the Schedule E01 (Standard Residential Service) rate.

MON	THLY	RATE
INICIA.	TITTT	MAIL

For Single-Phase Service Basic Customer Charge

\$9.95

[33]

Energy Charges	
For the first 300 kilowatt hours	\$0.1018
For >300 to 800 kilowatt hours	\$0.1175
For all additional kilowatt hours	\$0.1013

For Three-Phase Service

The bill computed for single-phase service plus \$13.67.

SCHEDULE 50 (Energy Efficient Residential 100% A/C Control Rate) Energy Conservation Discount Where customer notifies company and customer's dwelling complies with the thermal and load management requirements referenced in Schedule E07, all energy usage will be discounted by 5% based on the Schedule E01 (Residential Service) rate in addition to the 100% Air Conditioner Control discount above.

MONTHLY RATES

For Single-Phase Service

Basic Customer Charge	\$9.95
Energy Charges	
For the first 300 kilowatt hours	\$0.0968
For >300 to 800 kilowatt hours	\$0.1116
For all additional kilowatt hours	\$0.0948

For Three-Phase Service The bill computed for single-phase service plus \$13.67

THERMAL REQUIREMENTS

CONVENTIONAL HOUSING

In no case shall the structure's heat loss, including duct heat loss, be greater than 0.1 watts (.34 Btuh) per square foot of net heated floor area per degree Fahrenheit temperature difference. Generally, the criteria may be satisfied if the following provisions are met:

- A. Ceilings with an installed insulation thermal resistance value of R-30.
- B. Exterior walls with an installed insulation thermal resistance value of R-13.
- C. Floors over crawl spaces with an installed insulation thermal resistance value of R-19.
- D. All windows should be insulated double pane glass or single pane glass with storm windows.
- E. All exterior doors should be wood with storm doors or insulated metal doors.
- F. Adequate natural or mechanical attic ventilation should be provided.
- G. Effective with building permits issued 7/1/02, the dwelling is all electric (range-oven, heating, air conditioning, water heater, dryer).

MANUFACTURED HOUSING

In no case shall the structure's heat loss, including duct loss, be greater than 0.125 watts (0.43 Btu), per square foot of net heated floor area per degree Fahrenheit temperature difference. Generally, these criteria may be satisfied if the following provisions are met:

- A. Ceilings with an installed insulation thermal resistance value of R-19.
- B. Exterior walls with an installed insulation thermal resistance value of R-13.
- C. Floors over crawlspaces with an installed insulation thermal resistance value of R-19.
- D. All windows should be insulated double pane glass or single pane glass with storm windows.
- E. All exterior doors should be wood with storm doors in insulated metal doors.
- F. Effective with building permits issued 7/1/02, the dwelling is all electric (range-oven, heating, air conditioning, water heater, dryer).

A copy of the manufacturer's certificate stating that the manufactured home in question meets or exceeds the above thermal requirements shall be submitted to the City's Electric Utilities Department in order to obtain the 5% energy efficient discount.

PAYMENT

Bills are due and payable no later than the due date reflected on the bills, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

CONTRACT PERIOD

The contract period shall not be less than one year.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 16. That the following Extra Facilities Charges – Generation Schedule 70 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Extra Facilities Charges – Generation Schedule 70

AVAILABILITY

Service under this schedule is intended to be in conjunction with the following rate schedules: Medium General Service CP – Schedule 12, Large General Service #2 CP – Schedule 6, and Large General Service AI CP – Schedule 13. This schedule is available for parallel operation of City-owned, operated and maintained generation systems located on the customer's premises for the purpose of demand reduction during load management periods. This schedule is to be used in conjunction with the provisions of a generation agreement with the City.

This schedule is available on a first come, first serve basis provided that the aggregate capacity of all the recognized generators operation on the City's electric system shall not exceed that of the City of New Bern's generation allocation as required by the North Carolina Eastern Municipal Power Agency policy. If a customer's proposed installation results in exceeding the aforementioned threshold, the customer will be notified that service under this schedule will not be available.

MONTHLY RATES Existing City Owned Generator

Based on Generator Nameplate Rating: kW Capacity Rating

\$2.96 per kW

New City Owned Generator

All new generator installations or new replacement generator installations shall be billed in accordance with the City of New Bern Customer Service policies for "Extra Facilities" under Schedule 70.

CONTRACT PERIOD

Service will be provided under this schedule only after a generation agreement is executed including special terms and conditions for the customer's requirements, if any, which are satisfactory to the City.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If nay bill is not so paid, the City has the right to suspect service in accordance with its service regulations.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 17. That the following Renewable Resource Facilities Credit Schedule 60 is hereby adopted June 14, 2022:

CITY OF NEW BERN Renewable Resource Facilities Credit Schedule 60

AVAILABILITY

Service under this schedule is intended to be in conjunction with the applicable rate schedule and is available for parallel operation of non-City-owned, single-phase, small generation systems, which are rated at 10 kWh or less for residential customers, and 100 kWh or less for non-residential customers. These systems shall be derived from renewable resources including photovoltaic, wind-powered, or bio-mass-fueled generating systems without battery storage located at the customer's primary residence or business. The generating system that is used in parallel operation with service from the City and located on the customer's premises must be manufactured, installed, and operated in accordance with all governmental and industry standards, meet all requirements of the local code official, and must fully conform with City of New Bern's applicable renewable energy interconnection interface criteria. Customer with qualified systems may apply for NC Green Power credits.

This schedule is available on a first come, first serve basis, provided that the aggregate capacity of all the customer generators operating pursuant to this schedule shall not exceed 5% of the City of New Bern's retail peak load for the prior calendar year. If a customer's proposed installation results in exceeding the aforementioned 5% threshold, the customer will be notified that service under this schedule is not available.

TYPE OF SERVICE

The only type of service to which this Schedule is applicable is alternating current, 60 hertz, single-phase, or three-phase, two, three, or four wires at company's standard voltages of 480 volts or less.

MONTHLY CREDIT Energy Credit:

All kWh delivered

\$0.0487 per kWh

CONTRACT PERIOD

Service will be provided under this schedule only after a service agreement is executed including special terms and conditions for the customer's requirements, if any, which are satisfactory to the City.

SPECIAL CONDITIONS

- Renewable energy generators, non-fossil energy sources caused by acts of nature such as wind or solar, are permitted as supplements to the customer's energy requirements provided the City is granted the right to install, operate, and monitor special equipment to measure the customer's load or any part thereof, and can obtain any other data necessary to determine the operating characteristics and effects of the installation.
- 2. All installations of non-City-owned, small generation systems to be operated in parallel with the City electric system shall be required to comply with the North Carolina Utilities Commission (NCUC) "Standard for Interconnecting Small Generation 100 kW or less with Electric Power Systems (EPS)." It is the customer's responsibility to ensure compliance with all such NCUC requirements, file all applications, and resolve all fees associated with the NCUC's interconnection standard prior to the parallel operation of any installed equipment.

- 3. Customers with renewable energy generators, as outlined above, that are designated to operate in excess of the customer's load at any time are required to function in compliance with the City's Supplemental Power Supply contract with the North Carolina Eastern Municipal Power Agency. Under this requirement, each customer will be required to enter into a unique Electric Service Agreement with the City detailing the specifications of the installation the rate schedule to be followed for the power supplied by the renewable resource generator. The customer's service shall be metered with two meters one to measure all energy provided by the City and used by the customer, and all other to measure the amount of energy generated by the customer's renewable energy generator.
- 4. All customers applying for installations of photovoltaic non-City-owned, small generation systems to be operated in parallel with the City electric system shall be required to complete and comply with the City of New Bern's Application and Procedures for Interconnecting a Certified Photovoltaic Generating Facility ("Application"). The customer must complete the Application and submit the same to the City prior to receiving service under this schedule.
- 5. All customers who install a non-City-owned, small generation system to be operated in parallel with the City electric system shall be required to submit a certification of general liability insurance naming the City as additional insured in the amount of \$100,000 per occurrence. Certifications are to be submitted for review and approval by the City on an annual basis as long as the renewable resource generator is interconnected with the City's electric system.
- 6. In the event that the City determines that it is necessary to install a dedicated transformer or other equipment to protect the safety and adequacy of electric service provided to other City customers, the customer shall pay a Monthly Facilities Charge of 2% of the total installed cost of such additional facilities. The Monthly Facilities Charge shall not be less than \$25.00.
- 7. The City reserves the right to test the customer's alternative energy generator for compliance with the applicable interface criteria. Should the City determine that the customer's installation is in violation of such criteria, the City will disconnect the alternative energy generator from the City's electric distribution system. The customer's alternative energy generator will remain disconnected until the installation is brought back into compliance with the applicable interface criteria.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 18. That the following Commercial/Industrial Load Data Profile Service, Schedule LPDS is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Commercial/Industrial Load Profile Data Service Schedule – LPDS

AVAILABILITY

This schedule is available for City of New Bern commercial and industrial customers receiving electric service at a single point of delivery and utilizing any of the commercial or industrial rate schedules. This schedule is not available for residential service.

TYPE OF SERVICE

This service provides customers with self-service access to load profile meter information via an internet portal. Service requires a customer provided internet service to access the service.

SET UP FEE One time set up fee per meter	\$150.00
MONTHLY RATES Day After Data Service: 15-minute interval data updated the day after consumption Same Day Hourly Data Service: 15-minute interval data updated hourly	\$40.50 \$90.00

AVAILABILITY OF SERVICE

The City will use reasonable effort to ensure the availability of data is not delayed or interrupted, however, the City is not able to guarantee service. The City shall not be liable for force majeure for any failure to deliver service beyond its control and not limited to acts of God, acts of public enemy, natural disasters, severe weather or interruptions in power. The customer shall indemnify and hold the City harmless with respect to all costs and expense whatsoever, including, but not limited to, attorney's fees and court costs incurred in connection with, or as a result of, any and all such claims for damage arising out of or in connection with its use of this service.

SALES TAX

To the above chares will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year and continuously renew. The contract may be terminated by either party in whole or part for convenience upon a ninety (90) day written notice.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 19. That the following Area Lighting Schedule 04 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Area Lighting Schedule Schedule 04

AVAILABILITY

This schedule is available for service supplied to the lighting of outdoor areas, private streets, and private driveways by means of mercury vapor or sodium vapor lighting units. Lighting units will be bracket mounted on City-owned poles, and the mercury vapor lamps will be color corrected.

This Schedule is not available for the lighting of dedicated streets or highways.

SERVICE

Prior to installing area lighting facilities, the customer and the City must execute the City's form entitled "Application for Area Lighting Service". The service supplied by the City will include the installation and operation, according to City standards and requirements, of the area lighting units, and will include the furnishing of electricity required for the illumination of the lamps from dusk to dawn. After the customer has notified the City that a lamp is not burning, the City will perform, as soon as practicable during regular working hours, the necessary maintenance to restore illumination. The lumen rating of the lighting units listed under the Monthly Rate indicates the class of lamp.

MONTHLY RATES

Overhead Service

BASIC RATE: The basic rate per fixture defined below will be billed for installations of standard area lighting fixtures installed on City's system distribution poles. The basic rate does not include the monthly charges for additional facilities, area lighting poles, underground service or any contribution required under this Schedule:

Monthly Charge	Monthly kWh
Per Fixture	Per Fixture
ble for new or replacement service)	
\$11.40	69
\$13.27	69
\$20.70	149
\$25.58	160
\$40.70	382
\$44.60	
ble for new or replacement service)	
\$9.28	
\$15.12	46
\$18.74	86
\$21.32	109
\$29.54	152
\$33.15	168
	Per Fixture able for new or replacement service) \$11.40 \$13.27 \$20.70 \$25.58 \$40.70 \$44.60 ble for new or replacement service) \$9.28 \$15.12 \$18.74 \$21.32 \$29.54

Retrofit Sodium Vapor (*Retrof replacement service)	itted Prior to September 19, 1983) (Ob	solete – Not Available for new or
12,000 lumen 150w	\$17.09	59
38,000 lumen	\$24.34	135
	vailable for new or replacement servic	ce)
500w cobra head	\$33.15	168
1000w flood	\$44.60	382
*A retrofit sodium vapor unit is	a mercury vapor unit retrofitted with a	sodium vapor lamp. LED
50w	\$18.74	18
300w flood	\$33.15	108

Underground Service

For underground service, the monthly bill will be increased by \$4.90 per pole, in lieu thereof, a one-time contribution of \$246.51 per pole. The monthly pole charge, if selected, may be terminated at any time upon payment by Customer of the one-time contribution. The monthly pole charge defined below will also be applicable to underground service.

Area Lighting Poles
Monthly Charge Per Pole

Wood	\$2.93
Special Metal or Fiberglass Pot	\$6.94

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

ADDITIONAL FACILITIES

- Multiple area lighting fixtures may be installed per pole subject to the City's review and approval. The monthly charge for each additional fixture will be the charge in accordance with the Monthly Rate for that fixture, plus 2% of the estimated installed cost of the facilities necessary to serve the multiple fixture installation excess of that normally required to provide standard area lighting service.
- For each distribution transformer and/or primary conductor extension, 2% of the estimated installed cost of the required facilities.
- For an underground circuit in excess of 250 feet for an area lighting pole, 2% of the estimated installed cost of the excess circuit.
- For a metal pole, 2% of the estimated installed cost of overhead or underground metal poles requiring special construction of features which are in excess of the estimated installed cost of standard underground metal poles.
- 5. When more energy efficient and otherwise more practical lighting units become available to the City, they will be made available for use under this schedule. The appropriate charge for such units will be

developed by the City Electric Department. Said charges are to be incorporated by amendment to this Schedule by the City.

NON-REFUNDABLE CONTRIBUTION

- 1. In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than the City's normal materials and methods, the customer will contribute the additional cost incurred as a result thereof.
 - The customer will contribute the estimated cost of installing cables under paved or landscaped surface areas; however, the customer may cut and replace the pavement or surface in lieu of making the contribution.
 - 3. Service supplied under the Monthly Rate in this schedule does not include the conversion of existing overhead secondary conductors to underground. Should the customer desire such a conversion under this schedule, the customer will contribute the City, in addition to the applicable contribution above, the estimated net loss in salvage value of the overhead facilities being removed. The customer will thereafter pay the applicable rate for underground service.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than three years for overhead service and not less than five years for underground service and shall extend from year to year thereafter until terminated by the customer or the City. The customer may terminate the agreement before the expiration of the initial contract period by paying to the City a sum of money equal to 40% of the bills which otherwise would have been rendered for the unexpired months of the initial contract period.

The City may require the customer to initially make a termination deposit which will not exceed the termination amount computed in accordance with the above paragraph. Such termination deposit will be refunded in equal amounts at the end of each full year service is rendered. This annual refund will be the termination deposit divided by the number of years in the contract period.

GENERAL

Service rendered under this schedule is subject to the provisions of the City of New Bern Customer Service Policies.

SECTION 20. That the following Street Lighting Service Schedule 32-A is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Street Lighting Service Schedule 32-A

AVAILABILITY

This schedule is available for service supplied in the lighting of dedicated public streets, highways, and municipally owned and operated public parks and public parking lots, by lighting fixtures mounted on City-owned poles for the City of New Bern.

SERVICE

The service supplied by the City will include the installation of a street lighting system, according to the City's standards and requirements, which will be owned, maintained, and operated by the City, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. The lumen ratings of lighting units listed under the monthly rate indicates the general class of the lamp.

MONTHLY RATES

Overhead Service

Basic Rate: The basic rate per fixture defined below will be billed for installations of standard street lighting fixtures installed on the City's electric system distribution poles. The basic rate does not include the monthly charges for additional facilities, street lighting poles, underground service, or any contribution required under this schedule and under the City of New Bern Customer Service Policies.

Month	nly Charge Per Fixture
Mercury Vapor (Obsolete-Not available for new	or replacement installation)
7,000 Lumen semi-enclosed (175w)	\$8,44
7,000 Lumen (175w)	\$8.44
21,000 Lumen (400w)	\$13.18
Metal Halide (Obsolete-Not available for new or	r replacement installation)
400w flood	\$13,18
1000w flood	\$14.47
Sodium Vapor (Obsolete-Not available for new	or replacement installation)
9,500 Lumen (100w)	\$7.79
22,000 Lumen (150w)	\$8.44
27,500 Lumen (250w)	\$10.77
50,000 Lumen (400w)	\$13.18
50,000 Lumen (400 w flood)	\$14.47
LED	
5,240 Lumen (39w) Acorn	\$18.81
9,505 Lumen (72w) Cobra	\$12.46
10,868 Lumen (110w) Town & Country	\$17.62
15,501 Lumen (160w) Gardco	\$38.85

ADDITIONAL FACILITIES

- Special poles and lighting fixtures normally not provided by the utility can be provided at the City's cost for fixtures.
- 2. For each primary conductor extension, 2% of the estimated installed cost of the required facilities.
- 3. For a bracket or mast arm in excess of 6 feet for underground service or 16 feet for overhead service, 2% of the estimated installed cost of the required facilities of that for standard facilities.
- 4. For an underground circuit in excess of 250 feet for a street lighting pole, 2% of the estimated installed cost of the excess circuit. Customer has the option of making a non-refundable contribution of the estimated installed cost of an underground circuit in excess of 250 feet per span in lieu of paying the monthly facilities charge for such excess circuit.
- For a metal pole, 2% of the estimated installed cost of overhead or underground metal poles requiring special construction or features which are in excess of the estimated installed cost of standard underground metal poles.
- 6. When more energy efficient and better suited lighting units become available to the City, they will be made available for use under this schedule. The appropriate charges for such units will be developed by the City Electric Department. Said charges are to be incorporated by amendment to this schedule by the City.

NON-REFUNDABLE CONTRIBUTION

- In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than City's normal materials and methods, the customer will contribute the additional cost incurred as a result thereof.
- The customer will contribute the estimated cost of installing cables under paved or landscaped surface area; however, the customer may cut and replace the pavement or surface in lieu of making the contribution.
- 3. Service supplied under the Monthly Rate in this schedule does not include the conversion of existing overhead street-lighting circuits to underground. Should the customer desire such a conversion under this schedule, customer will pay to the City, in addition to the applicable contribution and charges herein, the estimated net investment depreciated, plus removal cost, less salvage value of the overhead conductor being removed.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspect service in accordance with its service regulation.

SECTION 21. That the following Street Lighting Service Schedule 32-B is hereby adopted effective June 14, 2022.

CITY OF NEW BERN Street Lighting Service Schedule 32-B (Residential Subdivision)

AVAILABILITY

This schedule is available for service supplied in the lighting of residential dedicated public streets by means of mercury vapor or sodium vapor lighting units installed within residential subdivisions, consisting of single or duplex dwelling units, located outside the corporate limits of a municipality at the time of the installation. This schedule is not available to supply service for the lighting of parking lots, shopping centers, other public or commercial areas within the residential subdivision, or areas not specifically provided for by the provisions herein.

SERVICE

The service supplied by the City will include the installation of a street lighting system, according to the City's standards and requirements, which will be owned, maintained, and operated by the City, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. Lighting units will be located by the City to provide the most uniform lighting possible in the residential area. The lumen ratings of the lighting units furnished under the monthly rate indicate the class of lamp.

MONTHLY RATES

The following amount will be added to each monthly bill rendered for residential electric service within the subdivision:

Overhead Distribution Area

Bracket-mounted, enclosed luminaire on approved wood pole 1 light Per 10 customers or major fraction thereof 7,000 lumen mercury vapor \$1.47 per customer 9,500 lumen sodium vapor \$1.47 per customer 1 light per 5 customers or major fraction thereof 7,000 lumen mercury vapor \$2.94 per customer 9,500 lumen sodium vapor \$2.94 per customer

Underground Distribution Area

Bracket-mounted, enclosed luminaire on approved we	ood pole 1 light
Per 10 customers or major fraction thereof	
7,000 lumen mercury vapor	\$2.09 per customer
9,500 lumen mercury vapor	\$2.09 per customer
1 light per 5 customers or major fraction thereof	
7,000 lumen mercury vapor	\$4.18 per customer
9,500 lumen mercury vapor	\$4.18 per customer

Bracket-mounted, enclosed luminaries on standard meta	d pole	
1 light per 10 customers or major fraction thereof		
7,000 lumen mercury vapor	\$2.38 per customer	
9,500 lumen sodium vapor	\$2.38 per customer	
1 light per 6 customers or major fraction thereof		
7,000 lumen mercury vapor	\$3.99 per customer	
Approved Post-Mounted Type Luminaries		
1 Light per 10 customers or major fraction thereof		
7,000 lumen mercury vapor	\$2.38 per customer	
9,500 lumen sodium vapor	\$2.38 per customer	
1 Light per 6 customers or major fraction thereof		
7,000 lumen mercury vapor	\$3.99 per customer	
9,500 lumen sodium vapor	\$3.99 per customer	

ANNEXATION CONSIDERATION

If any of the following conditions exist, the developer of the subdivision will be required to obtain from the municipal governing agency, its written approval of the street lighting service being provided under this schedule, and the number and locations of the lights to be installed.

- 1. The subdivision abuts a boundary of the municipality.
- 2. It is known that the subdivision will be annexed into the municipality.
- 3. The municipal governing agency has enacted a subdivision control ordinance that applies to the subdivision or any portion thereof.

If the subdivision is subsequently annexed and the municipality accepts the street lighting under a street lighting service contract on the rate for the equivalent lighting unit, the following will apply:

- 1. Overhead Distribution: If the municipality accepts the street lighting service under Street Lighting Service Schedule, no monthly customer charge will be applied to the subdivision residents.
- Underground Distribution: If the municipality accepts the street lighting service under Street Lighting Service Schedule and agrees to pay the contribution under the schedule for the street lighting system, no monthly customer charge will be applied to the subdivision residents.

If the subdivision is subsequently annexed and the municipality does not accept the installed street lighting under a street lighting contract, the service will continue to be provided under this Schedule with the applicable monthly charge.

SECTION 22. That the following Street Lighting Service Schedule 32-C is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Street Lighting Service Schedule 32-C

AVAILABILITY

This Schedule is available for service supplied in the lighting of residential dedicated public streets by means of sodium vapor lighting units installed within residential subdivisions, consisting of single or duplex dwelling units, located within the city limits of the City of New Bern. This Schedule applies to all developments in which streets have not been accepted for maintenance by the City under the Land Use Ordinance. This Schedule is not available to supply service for the lighting of parking lots, shopping centers, other public or commercial areas within the residential subdivision, or areas not specifically provided for by the provisions herein.

SERVICE

The service supplied by the City will include the installation of a street lighting system, according to City's standards and requirements, which will be owned, maintained, and operated by the City, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. Lighting units will be located by the City to provide the most uniform lighting possible in the residential area. The lumen ratings of the lighting units furnished under the monthly rate indicate the class of lamp.

The developer shall open a street lighting account and sign a standard lighting contract with the City of New Bern.

The developer shall pay for all streetlights per City of New Bern Schedule 32-C until the street or streets within the development are accepted for maintenance under the Land Use Ordinance of the City of New Bern, at which time the City of New Bern will assume the cost of the lighting.

All streetlights shall be made operational once the electric system is energized, at which time the developer will become responsible for a monthly payment to the City of New Bern per the City of New Bern Street Lighting Service Schedule 32-C.

MONTHLY RATES

Sodium Vanor 22 000

Overhead Service

Basic Rate: The basic rate per fixture defined below will be billed for installations of standard street lighting fixtures installed on City's system distribution poles. The basic rate does not include the monthly charges for additional facilities, street lighting poles, underground service, or any contribution required under this Schedule and under the Street Lighting Service Regulations.

Monthly Charge Per Fixture

Soutum vapor 22,000	
Lumen (150w)	\$8.44
50,000 Lumen (400w)	\$13,18
50,000 Lumen (400w flood)	\$14.47
HPS 250w	\$10.77

[47]

ADDITIONAL FACILITIES

- For primary conductor extensions, 2% of the estimated installed cost of the required facilities will be charged to the customer as outlined in the Customer Service Policies section regarding additional facilities.
- 2. For a bracket or mast arm in excess of 6 feet for underground service or 16 feet for overhead service, 2% of the estimated installed cost of the required facilities of that for standard facilities will be charged to the customer as outlined in the Customer Service Policies section regarding additional facilities.
- 3. For an underground circuit in excess of 250 feet for the installation of a street light pole, 2% of the estimated installed cost will be considered an additional facility. Customer has the option of making a non-refundable contribution of the estimated install cost of an underground circuit in excess of 250 feet per span in lieu of paying the monthly facilities charge for each excess circuit.
- 4. For a metal pole, 2% of the estimated installed cost of overhead or underground metal poles requiring special construction or features which are in excess of the estimated installed cost of standard underground metal poles will be charged to the customer as outlined in the Customer Service Policies section regarding additional facilities.
- 5. When more energy-efficient and better-suited lighting becomes available to the City, they will be made available for use under this Schedule. The appropriate charges for such units will be developed by the City Electric Utility Department. Said charges are to be incorporated by amendment to this Schedule by the City.

NON-REFUNDABLE CONTRIBUTION

- In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than City's normal materials and methods, customer will contribute the additional cost incurred thereby.
- 2. Customer will contribute the estimated cost of installing cables under paved or landscaped surface areas; however, Customer may cut and replace the pavement or surface in lieu of making the contribution.
- 3. Service supplied under the Monthly Rate in this Schedule does not include the conversion of existing overhead street-lighting circuits to underground. Should the customer desire such a conversion under this Schedule, customer will pay to the City, in addition to the applicable contribution and charges herein, the estimated net investment depreciated, plus removal cost, less salvage value the overhead conductor being removed.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The Contract Period shall not be less than 10 years.

GENERAL Service rendered under this Schedule is subject to the provisions of City's Street Lighting Service Regulations filed at City Hall.

SECTION 23. That the foregoing ordinance be kept on file in the Office of the City Clerk. SECTION 24. That previous ordinances in conflict with this ordinance are hereby replaced. SECTION 25. That the rates established by this Ordinance shall be in full force and effect on January 26, 2022.

ADOPTED THIS 14th DAY OF JUNE, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

AN ORDINANCE TO AMEND AND RESTATE THE RATES FOR THE CONSUMPTION OF ELECTRICITY APPLICABLE TO CUSTOMERS OF THE CITY OF NEW BERN

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

SECTION 1. That there are hereby established rates for, the consumption of energy to be charged to electric utility customers of the City of New Bern effective June 14, 2022, summarized as follows:

Residential – Schedule 01	Rate
Customer Charge (Per Month)	\$9.95
Energy (Per kWh) First 300 kWh	\$0.1018
Energy (Per kWh) All additional kWh	\$0.1175
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Residential – Schedule 07	Rate
Customer Charge (Per Month)	\$9.95
Energy (Per kWh) First 300 kWh	\$0.0968
Energy (Per kWh) All additional kWh	\$0.1116
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Small General Service #1 Schedule 03	Rate
Customer Charge (Per Month)	\$20.64
Energy (Per kWh) First 2325 kWh	\$0.1260
Energy (Per kWh) Next 1000 kWh	\$0.0960
Energy (Per kWh) All over 3325 kWh	\$0.0900
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Small General Service #2 Schedule 04	Rate
Customer Charge (Per Month)	\$20.64
Demand (Per kW)	\$2.31
Energy (Per kWh) First 2325 kWh	\$0.1013
Energy (Per kWh) Next 1000 kWh	\$0.0956
Energy (Per kWh) All over 3325 kWh	\$0.0887
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Economic Development Rate #5	Rate
Customer Charge (Per Month)	\$197.00
CP Demand (Per kW)	\$26.84
Excess Demand (Per kW)	\$3.94
Energy (Per kWh)	\$0.0444

Large General Service #1 CP Schedule 13	Rate
Customer Charge (Per Month)	\$166.06
CP Demand (Per kW)	\$26.84
Excess Demand (Per kW)	\$4.43
Energy (Per kWh)	\$0.0561

Commercial Electric Vehicle Charging Station CP Schedule 14	Rate
Customer Charge (Per Month)	\$166.06
CP Demand (Per kW)	\$26.84
Excess Demand (Per kW)	\$4.43
Energy (per kWh) LF =10%</td <td>\$0.10100</td>	\$0.10100
Energy (per kWh) 10% <lf <20%<="" td=""><td>\$0.07855</td></lf>	\$0.07855
Energy (per kWh) LF>20%	\$0.05610

Utility Owned Electric Vehicle Charging Station Schedule 15	Rate
Active Energy (per kWh) $LF < 10\%$	\$0.68
Active Energy (per kWh) 10% <lf<20%< td=""><td>\$0.47</td></lf<20%<>	\$0.47
Active Energy (per kWh) LF>20%	\$0.38
In-Active Charging (per minute)	\$0.17

Medium General Service #1 Schedule 08	Rate
Customer Charge (Monthly)	\$22.80
Demand (Per kW)	\$8.08
Energy (Per kWh)	\$0.0842

Small Wholesale Schedule 09	Rate
Customer Charge (Per Month)	\$21.78
Demand (Per kW)	\$6.69
Energy (Per kWh)	\$0.0859
Three Phase Charge (In addition to monthly Customer Charge, if applicable)	\$13.67

Large General Service #2 CP Rate Schedule 6	Rate
Customer Charge (Per Month)	\$1,214.06
CP Demand (Per kW) First 3200 kW	\$26.84
Demand (Per kW) All additional kW	\$14.94
Excess Demand (Per kW)	\$4.19
Energy (Per kWh) First 1,700,000 kWh	\$0.0529
Energy (Per kWh) All additional kWh	\$0.0445

Medium General Service #2 Schedule 10	Rate
Customer Charge (Per Month)	\$22.80
Demand (Per kWh)	\$8.95

Energy (Per kWh)	\$0.0800
Three Phase Charge (In addition to monthly Customer Charge, if applicable)	\$13.67

Medium General Service TOU Schedule 11	Rate
Customer Charge (Per Month)	\$56.78
On Peak Demand (Per kW)	\$21.57
Excess Demand (Per kW)	\$5.19
Energy (Per kWh)	\$0.0592

Medium General Service CP Schedule 12	Rate
Customer Charge (Per Month)	\$82.24
CP Demand (Per kW)	\$22.12
Excess Demand (Per kW)	\$5.24
Energy (Per kWh)	\$0.0601

Residential – Schedule 40	Rate	
Customer Charge (Per Month)	\$9.95	
Energy (Per kWh) First 300 kWh	\$0.1018	
Energy (Per kWh) 300 kWh to 800 kWh	\$0.1175	
Energy (Per kWh) All additional kWh	\$0.1013	
Three Phase Charge (In addition to monthly Customer Charge, if applicable)	\$13.67	

Residential – Schedule 50	Rate	
Customer Charge (Per Month)	\$9.95	
Energy (Per kWh) First 300 kWh	\$0.0968	
Energy (Per kWh) 300 kWh to 800 kWh	\$0.1116	
Energy (Per kWh) All additional kWh	\$0.0948	
Three Phase Charge (In addition to monthly Customer Charge, if applicable)	\$13.67	

	Extra Facilities Charge - Generation Schedule 70	Rate
Facilities Charge	Per kW based on Generator Nameplate Rating	\$2.96

	Renewable Resource Facilities Credit Schedule 60	Rate
Energy	Credit Per kW generated	\$0.0487

Commercial/Industrial Load Profiler Data Service - Schedule LPDS	Rate
Set Up Fee	\$150.00
Monthly Rate	\$40.50
Monthly Rate	\$90.00

	Area Lighting Schedule 04	New Rate
No. The Part of the	High Pressure Sodium	
Monthly Rate	150w (Obsolete - Not Available for new or replacement service)	\$18.74
Monthly Rate	250w (Obsolete – Not Available for new or replacement service) Metal Halide	\$21.32
Monthly Rate	400w (Obsolete - Not Available for new or replacement service)	\$33.15
Monthly Rate	1000w (Obsolete - Not Available for new or replacement service) LED	\$44.60
Monthly Rate	50w	\$18.74
Monthly Rate	300w Area Lighting Poles	\$33.15
Monthly Rate	Wood	\$2.93
Monthly Rate	Special Metal or Fiberglass Post Underground Service One time contribution per pole	\$6.94 \$246.51
Monthly Rate	Increase per pole	\$4.90

	Street Lighting Poles	Rate
Monthly Rate	Wood	\$2.01
Monthly Rate	Special Metal or Fiberglass Post	\$3.51
	Underground Service	
	One Time Contribution per pole	\$246.51
Monthly Rate	Increase Per Pole	\$4.90

Monthly Rate	250w (Obsolete – Not Available for new or replacement service) Metal Halide	
Monthly Rate	400w (Obsolete – Not Available for new or replacement service)	\$33.15
Monthly Rate	1000w (Obsolete - Not Available for new or replacement service)	\$44.60
wioniny Rule	LED	\$11.00
Monthly Rate	50w	\$18.74
Monthly Rate	300w	\$33.15
infolially rate	Area Lighting Poles	000.10
Monthly Rate	Wood	\$2.93
Monthly Rate	Special Metal or Fiberglass Post	\$6.94
monding rate	Underground Service	00.71
	One time contribution per pole	\$246.51
Monthly Rate	Increase per pole	\$4.90
	Street Lighting Poles	Rate
Monthly Rate	Wood	\$2.01
Monthly Rate	Special Metal or Fiberglass Post	\$3.51
	Underground Service	
	One Time Contribution per pole	\$246.51
Monthly Rate		\$246.51 \$4.90
Monthly Rate	One Time Contribution per pole Increase Per Pole	\$4.90
Monthly Rate	One Time Contribution per pole Increase Per Pole Street Lighting Service Schedule 32-A	
	One Time Contribution per pole Increase Per Pole Street Lighting Service Schedule 32-A Mercury Vapor	\$4.90 Rate
Monthly Rate	One Time Contribution per pole Increase Per Pole Street Lighting Service Schedule 32-A Mercury Vapor 175w semi enclosed (Obsolete-not available for new or replacement set	\$4.90 Rate ervice) \$8.44
Monthly Rate Monthly Rate	One Time Contribution per pole Increase Per Pole Street Lighting Service Schedule 32-A Mercury Vapor 175w semi enclosed (Obsolete-not available for new or replacement service)	\$4.90 Rate ervice) \$8.44 \$8.44
Monthly Rate	One Time Contribution per pole Increase Per Pole Street Lighting Service Schedule 32-A Mercury Vapor 175w semi enclosed (Obsolete-not available for new or replacement service) 175w (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service)	\$4.90 Rate ervice) \$8.44
Monthly Rate Monthly Rate Monthly Rate	One Time Contribution per pole Increase Per Pole Street Lighting Service Schedule 32-A Mercury Vapor 175w semi enclosed (Obsolete-not available for new or replacement service) 175w (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service) Metal Halide	\$4.90 Rate ervice) \$8.44 \$8.44 \$13.18
Monthly Rate Monthly Rate Monthly Rate Monthly Rate	One Time Contribution per pole Increase Per Pole Street Lighting Service Schedule 32-A Mercury Vapor 175w semi enclosed (Obsolete-not available for new or replacement service) 175w (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service) Metal Halide 400w (Obsolete-not available for new or replacement service)	\$4.90 Rate ervice) \$8.44 \$8.44 \$13.18 \$13.18
Monthly Rate Monthly Rate Monthly Rate	One Time Contribution per pole Increase Per Pole Street Lighting Service Schedule 32-A Mercury Vapor 175w semi enclosed (Obsolete-not available for new or replacement set 175w (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service) Metal Halide 400w (Obsolete-not available for new or replacement service) 1000w (Obsolete-not available for new or replacement service)	\$4.90 Rate ervice) \$8.44 \$8.44 \$13.18
Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate	One Time Contribution per pole Increase Per Pole Street Lighting Service Schedule 32-A Mercury Vapor 175w semi enclosed (Obsolete-not available for new or replacement set 175w (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service) Metal Halide 400w (Obsolete-not available for new or replacement service) 1000w (Obsolete-not available for new or replacement service) High Pressure Sodium	\$4.90 Rate ervice) \$8.44 \$8.44 \$13.18 \$13.18 \$13.18 \$14.47
Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate	One Time Contribution per pole Increase Per Pole Street Lighting Service Schedule 32-A Mercury Vapor 175w semi enclosed (Obsolete-not available for new or replacement set 175w (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service) Metal Halide 400w (Obsolete-not available for new or replacement service) 1000w (Obsolete-not available for new or replacement service) High Pressure Sodium 100w (Obsolete-not available for new or replacement service)	\$4.90 Rate ervice) \$8.44 \$8.44 \$13.18 \$13.18 \$13.18 \$14.47 \$7.79
Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate	One Time Contribution per pole Increase Per Pole Street Lighting Service Schedule 32-A Mercury Vapor 175w semi enclosed (Obsolete-not available for new or replacement set 175w (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service) Metal Halide 400w (Obsolete-not available for new or replacement service) 1000w (Obsolete-not available for new or replacement service) High Pressure Sodium 100w (Obsolete-not available for new or replacement service) Sow (Obsolete-not available for new or replacement service)	\$4.90 Rate ervice) \$8.44 \$8.44 \$13.18 \$13.18 \$13.18 \$14.47 \$7.79 \$8.44
Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate	One Time Contribution per pole Increase Per Pole Street Lighting Service Schedule 32-A Mercury Vapor 175w semi enclosed (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service) Metal Halide 400w (Obsolete-not available for new or replacement service) 1000w (Obsolete-not available for new or replacement service) High Pressure Sodium 100w (Obsolete-not available for new or replacement service) 150w (Obsolete-not available for new or replacement service) 250w (Obsolete-not available for new or replacement service)	\$4.90 Rate ervice) \$8.44 \$8.44 \$13.18 \$13.18 \$13.18 \$14.47 \$7.79 \$8.44 \$10.77
Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate	One Time Contribution per pole Increase Per Pole Street Lighting Service Schedule 32-A Mercury Vapor 175w semi enclosed (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service) Metal Halide 400w (Obsolete-not available for new or replacement service) 1000w (Obsolete-not available for new or replacement service) High Pressure Sodium 100w (Obsolete-not available for new or replacement service) 150w (Obsolete-not available for new or replacement service) 250w (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service)	\$4.90 Rate ervice) \$8.44 \$8.44 \$13.18 \$13.18 \$13.18 \$14.47 \$7.79 \$8.44 \$10.77 \$13.18
Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate	One Time Contribution per pole Increase Per Pole Street Lighting Service Schedule 32-A Mercury Vapor 175w semi enclosed (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service) Metal Halide 400w (Obsolete-not available for new or replacement service) 1000w (Obsolete-not available for new or replacement service) High Pressure Sodium 100w (Obsolete-not available for new or replacement service) 150w (Obsolete-not available for new or replacement service) 250w (Obsolete-not available for new or replacement service)	\$4.90 Rate ervice) \$8.44 \$8.44 \$13.18 \$13.18 \$13.18 \$14.47 \$7.79 \$8.44 \$10.77
Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate Monthly Rate	One Time Contribution per pole Increase Per Pole Street Lighting Service Schedule 32-A Mercury Vapor 175w semi enclosed (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service) Metal Halide 400w (Obsolete-not available for new or replacement service) 1000w (Obsolete-not available for new or replacement service) High Pressure Sodium 100w (Obsolete-not available for new or replacement service) 50w (Obsolete-not available for new or replacement service) 250w (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service)	\$4.90 Rate ervice) \$8.44 \$8.44 \$13.18 \$13.18 \$13.18 \$14.47 \$7.79 \$8.44 \$10.77 \$13.18
Monthly Rate Monthly Rate	One Time Contribution per pole Increase Per Pole Street Lighting Service Schedule 32-A Mercury Vapor 175w semi enclosed (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service) Metal Halide 400w (Obsolete-not available for new or replacement service) 1000w (Obsolete-not available for new or replacement service) High Pressure Sodium 100w (Obsolete-not available for new or replacement service) 150w (Obsolete-not available for new or replacement service) 250w (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service) LED	\$4.90 Rate ervice) \$8.44 \$8.44 \$13.18 \$13.18 \$14.47 \$7.79 \$8.44 \$10.77 \$13.18 \$14.47
Monthly Rate Monthly Rate	One Time Contribution per pole Increase Per Pole Street Lighting Service Schedule 32-A Mercury Vapor 175w semi enclosed (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service) Metal Halide 400w (Obsolete-not available for new or replacement service) 1000w (Obsolete-not available for new or replacement service) 1000w (Obsolete-not available for new or replacement service) 1000w (Obsolete-not available for new or replacement service) 100w (Obsolete-not available for new or replacement service) 150w (Obsolete-not available for new or replacement service) 250w (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new or replacement service) 250w (Obsolete-not available for new or replacement service) 400w (Obsolete-not available for new o	\$4.90 Rate ervice) \$8.44 \$8.44 \$13.18 \$13.18 \$14.47 \$7.79 \$8.44 \$10.77 \$13.18 \$14.47 \$13.18 \$14.47 \$18.81

	Street Lighting Service Schedule 32-B	Rate
a	Overhead Distribution Area	
Bracket-mounted	, enclosed luminaries on approved wood pole	
	1 light per 10 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$1.47
	1 light per 10 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$2.94
	Underground Distribution Area	
Bracket-mounted	, enclosed luminaries on standard metal pole	
	1 light per 10 customers on major fraction thereof	
per customer	150w High Pressure Sodium	\$2.09
	1 light per 10 customers on major fraction thereof	
per customer	150w High Pressure Sodium	\$4.18
Bracket-mounted	, enclosed luminaries on standard metal pole	
	1 light per 10 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$2.38
per customer	9,500 lumen sodium vapor	\$2.38
	1 light per 3 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$3.99
	1 light per 3 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$7.98
	Approve J Post-Mounted type luminaries	
	1 light per 10 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$2.38
	1 light per 6 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$3.99
	1 light per 3 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$7.98

Street Lighting Service Schedule 32-C		
	High Pressure Sodium	
Monthly Rate	150w	\$8.44
Monthly Rate	250w	\$10.77
Monthly Rate	400w	\$13.18
Monthly Rate	400w flood	\$14.47

SECTION 2. That the following Residential Service #1 Schedule 01 and Schedule 07 are hereby adopted effective June 14, 2022.

CITY OF NEW BERN Residential Service #1 Schedule 01, Schedule 07

AVAILABILITY

Service under this schedule is available for separately metered and billed supply of alternating electric current to single family residences, including a residential farm where the farm uses are not taken through a separate meter.

This schedule is not available for (a) individual motors rated on 15HP; (b) commercial use as in hotels, public inns, motels, auto courts, tourist camps, and trailer camps; (c) separately metered accessory buildings or equipment on residential property not suitable for residential use; or (d) bulk barns and other seasonal high use facilities.

Non-fossil energy sources caused by acts of nature, such as wind or solar, are permitted as supplements to customer's energy requirements provided the City is granted the right to install, operate and monitor special equipment to measure the customer's load, or any part thereof, and to obtain any other data necessary to determine the operating characteristics and effects of the installation.

APPLICABILITY

The schedule is applicable to all electric service of the same available type supplied to the customer's premises at one point of delivery through a one kilowatt-hour meter in accordance with Schedule 01 and Schedule 07 below.

ADDITONAL POINTS OF DELIVERY

Additional points of delivery installed on structures at same premises for other than residential dwelling purposes shall be billed under the appropriate rate schedule.

TYPE OF SERVICE

The type of service to which this schedule is applicable are alternating current, 60 hertz, either single-phase two or three wires, or three-phase four wires at City's standard voltages of 240 volts or less.

SCHEDULE 01

MONTHLY RATES For Single-Phase Service

Basic Customer Charge

\$9.95

[6]

Energy Charges	
For all first 300 kilowatt hours	\$0.1018
For all additional kilowatt hours	\$0.1175

For Three-Phase Service The bill computed for single-phase service plus \$13.67.

SCHEDULE 07 (Energy Efficient Residential Rate)

ENERGY CONSERVATION DISCOUNT

Where customer notifies company and customer's dwelling complies with the thermal requirements herein, participates fully in the City of New Bern Load Management program, and operates no fossil fuel burning appliances for the purpose of heating or production of hot water, the Schedule E01 kWh charges will be discounted by 5% kWh.

MONTHLY RATES	
For Single-Phase Service	
Basic Customer Charge	\$9.95
Energy Charges	
For the first 300 kilowatt hours	\$0.0968
For all additional kilowatt hours	\$0.1116 (See E50)

For Three-Phase Service The bill computed for single-phase service plus \$13.67

THERMAL REQUIREMENTS CONVENTIONAL

HOUSING

In no case shall the structure's heat loss, including duct heat loss, be greater than 0.1 watts (.34 Btuh) per square foot of net heated floor area per degree Fahrenheit temperature difference. Generally, the criteria may be satisfied if the following provisions are met:

- A. Ceilings with an installed insulation thermal resistance value of R-30.
- B. Exterior walls with an installed insulation thermal resistance value of R-13.
- C. Floors over crawl spaces with an installed insulation thermal resistance value of R-19.
- D. All windows should be insulated double pane glass or single pane glass with storm windows.
- E. All exterior doors should be wood with storm doors or insulated metal doors.
- F. Adequate natural or mechanical attic ventilation should be provided.
- G. Effective with building permits issued 7/1/02, the dwelling is all electric (range-oven, heating, air conditioning, water heater, dryer).

MANUFACTURED HOUSING

In no case shall the structure's heat loss, including duct loss, be greater than .0125 watts (0.43 Btuh), per square foot of net heated floor area per degree Fahrenheit temperature difference.

Generally, these criteria may be satisfied if the following provisions are met:

- A. Ceilings with an installed insulation thermal resistance value of R-19
- B. Exterior walls with an insulation thermal resistance value of R-13.
- C. Floors over crawl spaces with an installed insulation thermal resistance value of R-19.
- D. All windows should be insulated double pane glass or single pane glass with storm windows.
- E. All exterior doors should be wood with storm doors or insulated metal doors.
- F. Effective with building permits issued 7/1/02, the dwelling is all electric (range-oven, heating, air conditioning, water heater, dryer).

A copy of the manufacturer's certificate stating that the manufactured home in question meets or exceeds the above thermal requirements shall be submitted to the City's Electric Utilities Department in order to obtain the 5% energy efficient discount.

PAYMENTS

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

CONTRACT PERIOD

The contract period shall not be less than one year.

GENERAL

SECTION 3: That the following Small General Service #1 Schedule 03 is hereby adopted effective June 14, 2022.

CITY OF NEW BERN Small General Service #1 Schedule 03

AVAILABILITY

This schedule is available for electric service at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with monthly energy readings of less than 2500 kWh for at least ten of the preceding twelve months. When the customer's monthly energy has equaled or exceeds 2500 kWh for at least three of the preceding twelve months, the City may install a demand meter to determine the maximum 15-minute demand and begin billing the customer for demand under Small General Service Schedule 04.

This schedule is not available: (1) for residential service; (2) for resale service; (3) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering, or (4) whenever the monthly energy equals or exceeds 2500 kW for at least three of the preceding twelve months. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year in one-year increments from the month that the customer first started receiving bills under a new schedule.

When the customer has installed generating or converting equipment that can operate in parallel with the City's service, the customer shall install the protective equipment acceptable to the City that will protect the City's employees, its other customers, and its distribution system. The City shall have the right to suspend delivery of electricity to the customer with such generating or converting equipment until the customer has installed the protective equipment.

APPLICABILITY

This schedule is applicable to all electric service of the same available type suppled to the customer's premises at one point of delivery through one meter.

MONTHLY RATES For Single-Phase Service

Customer Charge
Energy Charges
First 2325 kWh
Next 1000 kWh
Over 3325 kWh

\$0.1260 per kWh \$0.0960 per kWh \$0.0900 per kWh

\$20.64

For Three-Phase Service Bill for single-phase service plus \$13.67

DETERMINATION OF DEMAND

Any time demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENTS

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for the City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the customer shall pay for the lines extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

SECTION 4. That the following Small General Service #2 Schedule 04 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Small General Service #2 Schedule 04

AVAILABILITY

This schedule is available for electric service at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with monthly energy readings of 2500 kWh or greater for at least three of the preceding twelve months but with demand reading of less than 35kWh for at least eleven of the preceding twelve months.

This schedule is not available; (1) for residential service; (2) for resale service; (3) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering, or (4) whenever the monthly demand equals or exceeds 35kW for at least two of the preceding twelve months. In order to determine the applicable rate schedule for a customer, the City will review the customer's monthly readings once a year, in one-year increments from the month that the customer first started receiving bills under a new schedule.

When the customer has installed generating or converting equipment that can operate in parallel with the City's service, the customer shall install the protective equipment acceptable to the City that will protect the City's employees, its other customers, and its distribution system. The City shall have the right to suspend delivery of electricity to the customer with such generating or converting equipment until the customer has installed the protective equipment.

APPLICABILITY

This schedule is applicable to all electric service of the same available type supplied to the customer's premises at one point of delivery through one meter.

MONTHLY RATES

For Single-Phase Service

	Customer Charge	\$20.64
	Energy Charges	
	First 2325 kWh	\$0.1013 per kWh
	Next 1000 kWh	\$0.0956 per kWh
	All over 3325 kWh	\$0.0887 per kWh
	Demand Charge	\$2.31
For Thi	ee-Phase Service	
Bill for	single-phase service plus \$13.67	

DETERMINATION OF DEMAND

[11]

The billing demand shall be the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle.

Any time demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENTS

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued; and
- 2. That where it is necessary for the City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

SECTION 5. That the following Economic Development CP Rate Schedule EDR4 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Economic Development CP Rate Large General Service Minimum Demand = 350 kW Schedule EDR5

APPLICABILITY

The Economic Development (ED) Rate set forth in this schedule is available to new loads or load expansions of commercial or industrial customers which meet the following requirements:

- 1. Have at least a 350 kW annual peak demand;
- 2. In the case of new loads, have not been served by the City prior to the date on which service of such load under this ED rate commences, except as necessary to maintain a minimum level of service prior to full operation;
- 3. In the case of load expansions, are at least an incremental addition of 200 kW to the facility's highest Non-Coincidental Peak Demand for the previous twelve (12) months of service and are the result of adding new full-time employees to the organization of at least 100 persons;
- 4. Are individually metered;
- 5. Are served under the provision of a service agreement with the City; and
- 6. Are approved by the Board of Aldermen and the City Manager.

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering.

CONTRACT PERIOD

Service under this rate is only available to new loads or load expansions for a period of five (5) years, following the date of full operation.

At the end of the customer's eligibility for this rate, the customer will then be switched to the appropriate standard rate schedule based on load size and characteristics.

MONTHLY RATES

Customer Charge	\$197.00 per billing cycle
kW Demand Charge	
All Coincident Peak (CP) Demand	\$26.84 per CP kW
E al	
Energy Charge	
All kWh	\$0.0444 per kWh
Excess Demand	\$3.94 per kW

The minimum charge shall be such as may be contracted for, but not less than the sum of the charges in A, B, C and D above.

DETERMINATION OF DEMAND

<u>Coincident Peak (CP) Demand</u>: The Coincident Peak (CP) Demand shall be the customer's contribution to the City's 60-minute interval which is used by the North Carolina Eastern Municipal Power Agency (NCEMPA) for wholesale billing purposes during the current calendar month.

Excess Demand: Excess Demand shall be the difference between the maximum 15-minute demand recorded during the current billing cycle and the Coincident Peak (CP) Demand for the same billing cycle.

<u>Any Time Demand</u>: Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

<u>kWh:</u> The letters kWh of energy consumption shall be the total usage of electricity during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by the City will be provided to the customer by the direct telephone communications or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENTS

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

GENERAL

SECTION 6. That the following Large General Service #1 – CP Schedule 13 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Large General Service #1 – CP Schedule 13

AVAILABILITY

This schedule is available for electric service at a single point of delivery at one of the City's standard voltages, used by any non-residential customer with a monthly demand between 750 kWh and 2,000 kW for at least two of the preceding twelve months.

This schedule is not available for (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering or (5) whenever the monthly demand exceeds 100,000 kW. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year, in one-year increments from the month that the customer first starter receiving bills under a new schedule.

MONTHLY RATES

Customer Charge Energy Charge All kWh Demand Charges Coincident Peak Demand Excess Demand \$166.06 per month \$0.0561 per kWh

\$26.84 per kW \$4.43 per kW

DETERMINATION OF DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the customer's billing.

Excess Demand shall be the highest 15-minute demand recorded during the current billing cycle, less the Monthly Coincident Peak Demand for the current billing cycle.

Any time demand shall be the highest 15-minute demand recorded during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided Notification by the City will be provided to the customer by direct telephone communication or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

POWER FACTOR CORRECTION

Where the power factor of the consumer's installation is less than 85%, the City may correct kWh consumption for the month by multiplying by 85 and dividing by the actual power factor. SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspect service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

SECTION 7. That the following Commercial Electric Vehicle Charging Station – CP Schedule 14 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Commercial Electric Vehicle Charging Station Service – CP Schedule 14

AVAILABILITY

This schedule is available for electric service at a single point of utility metering at one of the City's standard voltages, for the purpose of providing power at commercially owned electric vehicle (EV) charging stations.

This schedule is not available whenever the monthly anytime demand exceeds 1,000 kW.

Customer Charge	\$166.06 man and the
	\$166.06 per month
Energy Charge	
Load Factor less than or equal to 10%	\$0.10100 kWh
Load Factor greater than 10% and less than or equal to 20%	\$0.07855 per kWh
Load Factor greater than 20%	\$0.0561 per kWh
Demand Charges	
Coincident Peak Demand	\$26.84 per kW
Excess Demand	\$4.43 per kW

DETERMINATION OF BILLING DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the customer's billing.

Excess Demand shall be the highest 15-minute any time demand recorded during the current billing month, less the Monthly Coincident Peak Demand for the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

DETERMINATION OF ENERGY

Energy charge shall be determined by the calculated monthly load factor (LF). The energy charge shall adjust up or down when the calculated monthly load factor exceeds the threshold for a period of six (6) consecutive billing cycles. Load factor shall be determined by the total energy hours used during the billing cycle divided by the product of the anytime demand and the number hours in the billing cycle.

LF=kWh / (Any Time Demand X Hours in Billing Cycle

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by

the City will be provided to the customer by direct telephone communication or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

POWER FACTOR CORRECTION

Where the power factor of the consumer's installation is less than 85%, the City may correct kWh consumption for the month by multiplying by 85 and dividing by the actual power factor.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service suppled shall be for a continuous period until discontinued, and
- 2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

SECTION 8. That the following Utility Owned Electric Vehicle Charging Stations – Schedule 15 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Utility Owned Electric Vehicle Charging Stations Schedule 15

PURPOSE

The City recognizes the potential growth of electric vehicles (EV) across the City's electric service territory. The purpose of this pilot program is for the City to evaluate the impact of EV charging on the public electric system and/or any interest towards owning a network of publicly accessible EV charging stations.

AVAILABILITY

This service is available for EV charging stations owned by the City of New Bern. Charging stations are available for use by the public, exclusive to vehicles attempting to charge and not exclusive to City of New Bern electric customers.

Whereas charging station is defined as single point charging and charging site may have one or more charging stations. The City may throttle the available charging capacity of both the charging site and/or charging station to balance the impact of EV charging on the public electric distribution system. The City does not guarantee availability at charging sites or charging stations.

This service is not available where the total charging site requirement exceeds 125 kW.

Obstructing access to charging sites and/or stations is subject to towing and/or fines.

USAGE RATES

Active Energy Charging	
Load Factor less than or equal to 10%	\$0.68 per kWh
Load Factor greater than 10% and less than or equal to 20%	\$0.47 per kWh
Load Factor greater than 20%	\$0.38 per kWh
In-Active Charging	
In-active charging is applied after 10 minutes	\$0.17 per minute
Of idle charging and occupying space at the charger.	a second free seconds
	Load Factor less than or equal to 10% Load Factor greater than 10% and less than or equal to 20% Load Factor greater than 20% In-Active Charging In-active charging is applied after 10 minutes

DETERMINATION OF ACTIVE ENERGY CHARGING

Active Energy Charge shall be determined by calculating monthly load factor (LF) for the charging site. The energy charge shall adjust up or down when the calculated monthly load factor exceeds the threshold for a period of six (6) consecutive calendar months. Monthly load factor shall be determined by the total charging site energy hours used during the month divided by the product of the charging site blended demand capacity and the number of hours in the billing cycle.

LF=kWh / (120.04 kW X Hours in Billing Cycle)

SALES TAX

To the above charges, taxes will be added at the point sale. Taxes will include any applicable North Carolina sales tax and/or other applicable taxes.

PAYMENT

Payment shall be made via the customers ChargePoint account. Cash and/or credit card transactions are not available.

CONTRACT PERIOD

The pilot program shall continue through February 12, 2023 per the contractual requirements set forth by the NCDEQ VW-DC Fast Program or extended as needed. Record keeping and reporting shall continue for a period of five (5) years following the expiration of the contract. At the end of the pilot program, the City may consider any further interest to own EV charging stations or divest their interest.

GENERAL

SECTION 9. That the following Medium General Service #1 Schedule 08 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Medium General Service #1 Schedule 08

AVAILABILITY

This schedule is available for electric service used at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with a monthly demand of 35 kW or greater for at least two of the preceding twelve months, but less than 100 kW for 11 of the preceding twelve months.

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest connected Any Time Demand (kW) at the point of utility metering. (5) or whenever the registered or computed demand equals or exceeds 100 kW. In order to determine that applicable rate schedule for a customer, the City will review that customer's monthly readings once a year in one-year increments from the month that customer first started receiving bills under a new schedule.

MONTHLY RATES

For Single-Phase Service Customer Charge Energy Charge Demand Charge

\$22.80 \$0.0842 per kWh \$8.08 per kW

For Three-Phase Service Bill computed for single-phase service plus \$13.67.

DETERMINATION OF DEMAND

The billing demand shall be the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspect service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until disconnected, and
- 2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

SECTION 10. That the following Small Wholesale Customer Rate Schedule 09 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Small Wholesale Customer Rate Schedule 09

AVAILABILITY

This schedule is available for electric used by a nonresidential customer at a single point of delivery at one of the City's standard voltages with a contract demand or a registered or computed demand of kW and greater but less than 750 kW.

This schedule is not available for (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year; (3) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering. (4) a new customer with a contract demand of 750 kW or more, or whenever the registered or computed demand equals or exceeds 1,000 kW in two or more of the preceding twelve months.

MONTHLY RATES For Single-Phase Service

Customer Charge Billing Demand Kilowatt-Hour Energy \$21.78 \$6.69 per kW \$0.0859 per kWh

For Three-Phase Service

The bill computed for single-phase service plus \$13.67

CONTRACT DEMAND

The contract demand shall be the kW of demand specified in the service agreement.

DETERMINATION OF DEMAND

The billing demand shall be the greater of the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle or 30

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENTS

Bill are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

SECTION 11. That the following Large General Service #2-CP Schedule 06 is hereby adopted effective June 14, 2022.

CITY OF NEW BERN Large General Service #2 – CP Schedule 06

AVAILABILITY

This schedule is available for electric service at a single point of delivery at one of the City's standard voltages, used by any non-residential customer with a monthly demand of 2000kW or greater for at least two of the preceding 12 months.

This schedule is not available for (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering or (5) whenever the monthly demand exceeds 100,000 kW. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year, in one-year increments from the month that the customer first started receiving bills under a new schedule.

MONTHLY RATI	ES	
Cus	tomer Charge	\$1,214.06 per month
Ene	rgy Charge	1
	First 700,000 kW	\$0.0529 per kW
	Addition kWh	\$0.0445 per kWh
Den	nand Charges	
	Coincidental Peak Demand	
	First 3200 kW	\$26.84 per kW
	Additional kW	\$14.94 per kW
Exc	ess Demand	\$4.19 per kW

DETERMINATION OF DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the customer's billing.

Excess Demand shall be the highest 15-minute demand recorded during the current billing cycle, less the Monthly Coincident Peak Demand for the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by

the City will be provided to the customer by direct telephone communications or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response notification.

POWER FACTOR CORRECTION

Where the power factor of the consumer's installation is less than 85%, the City may correct kWh consumption for the month by multiplying by 85 and dividing by the actual power factor. SALES TAX

SALES IAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

SECTION 12. That the following Medium General Service #2 Schedule 10 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Medium General Service #2 Schedule 10

AVAILABILITY

This Schedule is available for electric service used at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with a monthly demand of 100 kW or greater for at least two of the preceding twelve months, but less than 750 kW for at least eleven of the preceding twelve months.

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering, (5) or whenever the monthly demand has equaled or exceeded 750 kW for at least two of the preceding twelve months. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year in one-year increments from the month that Customer first started receiving bills under a new schedule.

MONTHLY RATES For Single-Phase Service

Customer Charge	\$22.80
Energy Charge	\$0.0800 per kWh
Demand Charge	\$8.95 per kW

For Three-Phase Service Bill computed for single-phase service plus \$13.67

DETERMINATION OF DEMAND

The billing demand shall be the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for the City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

SECTION 13. That the following Medium General Service (Time of Use) Schedule 11 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Medium General Service (Time of Use) Schedule 11

AVAILABILITY

This schedule is available on a voluntary basis for electric service at a single point of delivery at one of the City's standard voltages used by any non-residential customer with a monthly demand of 30 kW or greater, but less than 750 kW for at least 3 of the preceding 12 months. Also, this schedule is available to those customers who were being serviced under the City's small general service (time-of-use) schedule as of November 15, 1993.

This schedule is not available for Electric vehicle (EV) chargers; where EV chargers are the largest ANY TIME Demand (kW) at the point of utility metering.

TYPE OF SERVICE

Delivery of service under this schedule shall be to the customer's premises at one point of delivery through one meter.

MONTHLY RATES

\$56.78 per month
\$0.0592 per kWh
\$21.57 per kW
\$5.19 per kW

DETERMINATION OF DEMAND

The on-peak demand for billing purposes each month shall be the maximum kW demand registered or computed by or from City's metering facilities during any 15-minute interval within the peak hours of the billing cycle. The peak hours are the hours falling within the time periods every Monday through Friday (excluding holidays) listed by months below:

Summer period – Coincident with April 15 through October 15: 1:00 - 6:00 p.m. Winter period – Coincident with October 16 through April 14: 7:00 - 9:00 a.m.

Excess demand is the maximum demand registered or computed from the City's metering facilities used during any 15-minute interval in the off-peak hours of the current month, less the on-peak demand. If on-peak demand is greater than the off-peak demand, the excess demand charge will be zero.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies and may be amended from time to time.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days form the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

GENERAL

SECTION 14: That the following Medium General Service - CP Rate Schedule 12 is hereby adopted effective June 14, 2022.

CITY OF NEW BERN Medium General Service- CP Rate Schedule 12

AVAILABILITY

This schedule is available on a volunteer basis for electric service used at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with a monthly demand of less than 750 kW for at least three of the preceding 12 months. Also, this schedule is available as an alternative to those customers who are currently being served under the Medium General Service rates (Schedules 4, 8 and 10) and Medium General Service Time-of-Use rates (Schedule 11).

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering (5) or whenever the monthly demand exceeds 750kW for at least three months. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year in one-year increments from the month that the customer first started receiving bills under a new schedule.

INITIAL FEES

The customer will be billed for the actual cost for the City to purchase and install the CP meter facilities, communications equipment, and any associated load management equipment as required by the City.

MONTHLY RATES

Customer Charge		\$82.24 per month
Energy Charge		and a state of the second
	All kWh	\$0.0601 per kW
Demand Charge	e	1
(Coincident Peak Demand	\$22.12 per kW
1	Excess Demand	\$5.24 per kW

DETERMINATION OF DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the Customer's billing.

Excess Demand shall be the highest 15-minute demand recorded during the current billing cycle, less the Monthly Coincident Peak Demand for the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by the City will be provided to the customer by direct telephone communication or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

POWER FACTOR CORRECTION

Where the power factor of the consumer's installation is less than 85%, the City may correct kWh consumption for the month by multiplying by 85 and dividing by the actual power factor.

SALES TAX

To the above will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
 - 2. That where it is necessary for the City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

SECTION 15. That the following Residential Service Schedule 40 and Schedule 50 is hereby adopted effective June 14, 2022.

CITY OF NEW BERN Residential Service Schedule 40, Schedule 50

AVAILABILITY

Service under this schedule is available for separately metered and billed supply of alternating electric current to single family residences, including a residential farm where the farm uses are not taken through a separate meter.

A one-ton minimum central air conditioner must be present at these services, and these services must be participating in the 100% Air Conditioner Load Control Program. Under the 100% control, and air conditioner's compressor is turned off for the duration of every load management period. All applicable appliances must have load-management switches installed to participate in this rate schedule.

This schedule is not available for (a) individual motors rated on 15HP; (b) commercial use as in hotels, public inns, motels, auto courts, tourist camps, and trailer camps; (c) separately metered accessory buildings or equipment on residential property not suitable for residential use; or (d) bulk barns or other seasonal high use facilities.

Non-fossil energy sources caused by acts of nature, such as wind or solar, are permitted as supplements to customer's energy requirements provided City is granted the right to install, operate and monitor special equipment to measure customer's load or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation.

APPLICABILITY

The schedule is applicable to all electric service of the same available type supplied to the customer's premises at one point of delivery through one kilowatt-hour meter in accordance with Schedule 40 and Schedule 50 below.

ADDITIONAL POINTS OF DELIVERY

Additional points of delivery installed on structures at same premises for other than residential dwelling purposes shall be billed under the appropriate General Service Rate Schedule.

TYPE OF SERVICE

The types of service to which this schedule is applicable are alternating current, 60 hertz, either single-phase two or three wires, or three-phase four wires at City's standard voltages of 240 volts or less.

SCHEDULE 40 (Residential 100% A/C Control) 100% Air

Condition Control Discount

For service participating in the 1 (D0Zo Air Conditioner Control, all energy usage over 800 kWh will be discounted 15% based on the Schedule E01 (Standard Residential Service) rate.

MONTHLY RATE

\$9.95
\$0.1018
\$0.1175
\$0.1013

For Three-Phase Service

The bill computed for single-phase service plus \$13.67.

SCHEDULE 50 (Energy Efficient Residential 100% A/C Control Rate) Energy Conservation Discount Where customer notifies company and customer's dwelling complies with the thermal and load management requirements referenced in Schedule E07, all energy usage will be discounted by 5% based on the Schedule E01 (Residential Service) rate in addition to the 100% Air Conditioner Control discount above.

MONTHLY RATES

For Single-Phase Service

Basic Customer Charge	\$9.95	
Energy Charges		
For the first 300 kilowatt hours	\$0.0968	
For >300 to 800 kilowatt hours	\$0.1116	
For all additional kilowatt hours	\$0.0948	

For Three-Phase Service

The bill computed for single-phase service plus \$13.67

THERMAL REQUIREMENTS

CONVENTIONAL HOUSING

In no case shall the structure's heat loss, including duct heat loss, be greater than 0.1 watts (.34 Btuh) per square foot of net heated floor area per degree Fahrenheit temperature difference. Generally, the criteria may be satisfied if the following provisions are met:

- A. Ceilings with an installed insulation thermal resistance value of R-30.
- B. Exterior walls with an installed insulation thermal resistance value of R-13.
- C. Floors over crawl spaces with an installed insulation thermal resistance value of R-19.
- D. All windows should be insulated double pane glass or single pane glass with storm windows.
- E. All exterior doors should be wood with storm doors or insulated metal doors.
- F. Adequate natural or mechanical attic ventilation should be provided.

G. Effective with building permits issued 7/1/02, the dwelling is all electric (range-oven, heating, air conditioning, water heater, dryer).

MANUFACTURED HOUSING

In no case shall the structure's heat loss, including duct loss, be greater than 0.125 watts (0.43 Btu), per square foot of net heated floor area per degree Fahrenheit temperature difference. Generally, these criteria may be satisfied if the following provisions are met:

- A. Ceilings with an installed insulation thermal resistance value of R-19.
- B. Exterior walls with an installed insulation thermal resistance value of R-13.
- C. Floors over crawlspaces with an installed insulation thermal resistance value of R-19.
- D. All windows should be insulated double pane glass or single pane glass with storm windows.
- E. All exterior doors should be wood with storm doors in insulated metal doors.
- F. Effective with building permits issued 7/1/02, the dwelling is all electric (range-oven, heating, air conditioning, water heater, dryer).

A copy of the manufacturer's certificate stating that the manufactured home in question meets or exceeds the above thermal requirements shall be submitted to the City's Electric Utilities Department in order to obtain the 5% energy efficient discount.

PAYMENT

Bills are due and payable no later than the due date reflected on the bills, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

CONTRACT PERIOD

The contract period shall not be less than one year.

GENERAL

SECTION 16. That the following Extra Facilities Charges – Generation Schedule 70 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Extra Facilities Charges – Generation Schedule 70

AVAILABILITY

Service under this schedule is intended to be in conjunction with the following rate schedules: Medium General Service CP – Schedule 12, Large General Service #2 CP – Schedule 6, and Large General Service AI CP – Schedule 13. This schedule is available for parallel operation of City-owned, operated and maintained generation systems located on the customer's premises for the purpose of demand reduction during load management periods. This schedule is to be used in conjunction with the provisions of a generation agreement with the City.

This schedule is available on a first come, first serve basis provided that the aggregate capacity of all the recognized generators operation on the City's electric system shall not exceed that of the City of New Bern's generation allocation as required by the North Carolina Eastern Municipal Power Agency policy. If a customer's proposed installation results in exceeding the aforementioned threshold, the customer will be notified that service under this schedule will not be available.

MONTHLY RATES Existing City Owned Generator

Based on Generator Nameplate Rating: kW Capacity Rating

\$2.96 per kW

New City Owned Generator

All new generator installations or new replacement generator installations shall be billed in accordance with the City of New Bern Customer Service policies for "Extra Facilities" under Schedule 70.

CONTRACT PERIOD

Service will be provided under this schedule only after a generation agreement is executed including special terms and conditions for the customer's requirements, if any, which are satisfactory to the City.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If nay bill is not so paid, the City has the right to suspect service in accordance with its service regulations.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 17. That the following Renewable Resource Facilities Credit Schedule 60 is hereby adopted June 14, 2022:

CITY OF NEW BERN Renewable Resource Facilities Credit Schedule 60

AVAILABILITY

Service under this schedule is intended to be in conjunction with the applicable rate schedule and is available for parallel operation of non-City-owned, single-phase, small generation systems, which are rated at 10 kWh or less for residential customers, and 100 kWh or less for non-residential customers. These systems shall be derived from renewable resources including photovoltaic, wind-powered, or bio-mass-fueled generating systems without battery storage located at the customer's primary residence or business. The generating system that is used in parallel operation with service from the City and located on the customer's premises must be manufactured, installed, and operated in accordance with all governmental and industry standards, meet all requirements of the local code official, and must fully conform with City of New Bern's applicable renewable energy interconnection interface criteria. Customer with qualified systems may apply for NC Green Power credits.

This schedule is available on a first come, first serve basis, provided that the aggregate capacity of all the customer generators operating pursuant to this schedule shall not exceed 5% of the City of New Bern's retail peak load for the prior calendar year. If a customer's proposed installation results in exceeding the aforementioned 5% threshold, the customer will be notified that service under this schedule is not available.

TYPE OF SERVICE

The only type of service to which this Schedule is applicable is alternating current, 60 hertz, single-phase, or three-phase, two, three, or four wires at company's standard voltages of 480 volts or less.

MONTHLY CREDIT Energy Credit:

All kWh delivered

\$0.0487 per kWh

CONTRACT PERIOD

Service will be provided under this schedule only after a service agreement is executed including special terms and conditions for the customer's requirements, if any, which are satisfactory to the City.

SPECIAL CONDITIONS

- Renewable energy generators, non-fossil energy sources caused by acts of nature such as wind or solar, are permitted as supplements to the customer's energy requirements provided the City is granted the right to install, operate, and monitor special equipment to measure the customer's load or any part thereof, and can obtain any other data necessary to determine the operating characteristics and effects of the installation.
- 2. All installations of non-City-owned, small generation systems to be operated in parallel with the City electric system shall be required to comply with the North Carolina Utilities

Commission (NCUC) "Standard for Interconnecting Small Generation 100 kW or less with Electric Power Systems (EPS)." It is the customer's responsibility to ensure compliance with all such NCUC requirements, file all applications, and resolve all fees associated with the NCUC's interconnection standard prior to the parallel operation of any installed equipment.

- 3. Customers with renewable energy generators, as outlined above, that are designated to operate in excess of the customer's load at any time are required to function in compliance with the City's Supplemental Power Supply contract with the North Carolina Eastern Municipal Power Agency. Under this requirement, each customer will be required to enter into a unique Electric Service Agreement with the City detailing the specifications of the installation the rate schedule to be followed for the power supplied by the renewable resource generator. The customer's service shall be metered with two meters one to measure all energy provided by the City and used by the customer, and all other to measure the amount of energy generated by the customer's renewable energy generator.
 - 4. All customers applying for installations of photovoltaic non-City-owned, small generation systems to be operated in parallel with the City electric system shall be required to complete and comply with the City of New Bern's Application and Procedures for Interconnecting a Certified Photovoltaic Generating Facility ("Application"). The customer must complete the Application and submit the same to the City prior to receiving service under this schedule.
- 5. All customers who install a non-City-owned, small generation system to be operated in parallel with the City electric system shall be required to submit a certification of general liability insurance naming the City as additional insured in the amount of \$100,000 per occurrence. Certifications are to be submitted for review and approval by the City on an annual basis as long as the renewable resource generator is interconnected with the City's electric system.
- 6. In the event that the City determines that it is necessary to install a dedicated transformer or other equipment to protect the safety and adequacy of electric service provided to other City customers, the customer shall pay a Monthly Facilities Charge of 2% of the total installed cost of such additional facilities. The Monthly Facilities Charge shall not be less than \$25.00.
- 7. The City reserves the right to test the customer's alternative energy generator for compliance with the applicable interface criteria. Should the City determine that the customer's installation is in violation of such criteria, the City will disconnect the alternative energy generator from the City's electric distribution system. The customer's alternative energy generator will remain disconnected until the installation is brought back into compliance with the applicable interface criteria.

GENERAL

SECTION 18. That the following Commercial/Industrial Load Data Profile Service, Schedule LPDS is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Commercial/Industrial Load Profile Data Service Schedule - LPDS

AVAILABILITY

This schedule is available for City of New Bern commercial and industrial customers receiving electric service at a single point of delivery and utilizing any of the commercial or industrial rate schedules. This schedule is not available for residential service.

TYPE OF SERVICE

This service provides customers with self-service access to load profile meter information via an internet portal. Service requires a customer provided internet service to access the service.

SET UP FEE	
One time set up fee per meter	\$150.00
MONTHLY RATES	
Day After Data Service: 15-minute interval data updated the day after consumption	\$40.50
Same Day Hourly Data Service: 15-minute interval data updated hourly	\$90.00

AVAILABILITY OF SERVICE

The City will use reasonable effort to ensure the availability of data is not delayed or interrupted, however, the City is not able to guarantee service. The City shall not be liable for force majeure for any failure to deliver service beyond its control and not limited to acts of God, acts of public enemy, natural disasters, severe weather or interruptions in power. The customer shall indemnify and hold the City harmless with respect to all costs and expense whatsoever, including, but not limited to, attorney's fees and court costs incurred in connection with, or as a result of, any and all such claims for damage arising out of or in connection with its use of this service.

SALES TAX

To the above chares will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year and continuously renew. The contract may be terminated by either party in whole or part for convenience upon a ninety (90) day written notice.

GENERAL.

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 19. That the following Area Lighting Schedule 04 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Area Lighting Schedule Schedule 04

AVAILABILITY

This schedule is available for service supplied to the lighting of outdoor areas, private streets, and private driveways by means of mercury vapor or sodium vapor lighting units. Lighting units will be bracket mounted on City-owned poles, and the mercury vapor lamps will be color corrected.

This Schedule is not available for the lighting of dedicated streets or highways.

SERVICE

Prior to installing area lighting facilities, the customer and the City must execute the City's form entitled "Application for Area Lighting Service". The service supplied by the City will include the installation and operation, according to City standards and requirements, of the area lighting units, and will include the furnishing of electricity required for the illumination of the lamps from dusk to dawn. After the customer has notified the City that a lamp is not burning, the City will perform, as soon as practicable during regular working hours, the necessary maintenance to restore illumination. The lumen rating of the lighting units listed under the Monthly Rate indicates the class of lamp.

MONTHLY RATES

Overhead Service

BASIC RATE: The basic rate per fixture defined below will be billed for installations of standard area lighting fixtures installed on City's system distribution poles. The basic rate does not include the monthly charges for additional facilities, area lighting poles, underground service or any contribution required under this Schedule:

	Monthly Charge	Monthly kWh
	Per Fixture	Per Fixture
Mercury Vapor (Obsolete - Not Availa	ble for new or replacement service)	
7,000 lumen semi-enclosed 175w	\$11.40	69
7,000 lumen 175 w	\$13.27	69
21,000 lumen 400 w	\$20.70	149
21,000 lumen 400 w flood	\$25.58	160
60,000 lumen 1000w	\$40.70	382
60,000 lumen flood 1000 w flood	\$44.60	
Sodium Vapor (Obsolete - Not Availab	ble for new or replacement service)	
5,000 lumen semi-enclosed	\$9.28	

9.500 lumen 100 w	\$15.12	46
22,000 lumen 150 w	\$18.74	86
27,500 lumen flood 250w	\$21.32	109
27,500 lumen 400 w	\$29.54	152
50,000 lumen flood 400 w	\$33.15	168
Retrofit Sodium Vapor (*Retrofitte replacement service)	d Prior to September 19, 1983) (Ob	osolete - Not Available for new or
12,000 lumen 150w	\$17.09	59
38,000 lumen	\$24.34	135
Metal Halide Obsolete - Not Avai	lable for new or replacement servic	ce)
500w cobra head	\$33.15	168
1000w flood	\$44.60	382
*A retrofit sodium vapor unit is a n	nercury vapor unit retrofitted with a	sodium vapor lamp. LED
50w	\$18.74	18
300w flood	\$33.15	108

Underground Service

For underground service, the monthly bill will be increased by \$4.90 per pole, in lieu thereof, a one-time contribution of \$246.51 per pole. The monthly pole charge, if selected, may be terminated at any time upon payment by Customer of the one-time contribution. The monthly pole charge defined below will also be applicable to underground service.

Area Lighting Poles Monthly Charge Per Pole

Wood	\$2.93
Special Metal or Fiberglass Pot	\$6.94

SALES TAX To the above charges will be added any applicable North Carolina sales tax.

ADDITIONAL FACILITIES

- Multiple area lighting fixtures may be installed per pole subject to the City's review and approval. The
 monthly charge for each additional fixture will be the charge in accordance with the Monthly Rate for
 that fixture, plus 2% of the estimated installed cost of the facilities necessary to serve the multiple
 fixture installation excess of that normally required to provide standard area lighting service.
- 2. For each distribution transformer and/or primary conductor extension, 2% of the estimated installed cost of the required facilities.
- 3. For an underground circuit in excess of 250 feet for an area lighting pole, 2% of the estimated installed cost of the excess circuit.
- For a metal pole, 2% of the estimated installed cost of overhead or underground metal poles requiring special construction of features which are in excess of the estimated installed cost of standard underground metal poles.

5. When more energy efficient and otherwise more practical lighting units become available to the City, they will be made available for use under this schedule. The appropriate charge for such units will be developed by the City Electric Department. Said charges are to be incorporated by amendment to this Schedule by the City.

NON-REFUNDABLE CONTRIBUTION

- 1. In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than the City's normal materials and methods, the customer will contribute the additional cost incurred as a result thereof.
 - 2. The customer will contribute the estimated cost of installing cables under paved or landscaped surface areas; however, the customer may cut and replace the pavement or surface in lieu of making the contribution.
 - 3. Service supplied under the Monthly Rate in this schedule does not include the conversion of existing overhead secondary conductors to underground. Should the customer desire such a conversion under this schedule, the customer will contribute the City, in addition to the applicable contribution above, the estimated net loss in salvage value of the overhead facilities being removed. The customer will thereafter pay the applicable rate for underground service.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than three years for overhead service and not less than five years for underground service and shall extend from year to year thereafter until terminated by the customer or the City. The customer may terminate the agreement before the expiration of the initial contract period by paying to the City a sum of money equal to 40% of the bills which otherwise would have been rendered for the unexpired months of the initial contract period.

The City may require the customer to initially make a termination deposit which will not exceed the termination amount computed in accordance with the above paragraph. Such termination deposit will be refunded in equal amounts at the end of each full year service is rendered. This annual refund will be the termination deposit divided by the number of years in the contract period.

GENERAL

Service rendered under this schedule is subject to the provisions of the City of New Bern Customer Service Policies.

SECTION 20. That the following Street Lighting Service Schedule 32-A is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Street Lighting Service Schedule 32-A

AVAILABILITY

This schedule is available for service supplied in the lighting of dedicated public streets, highways, and municipally owned and operated public parks and public parking lots, by lighting fixtures mounted on City-owned poles for the City of New Bern.

SERVICE

The service supplied by the City will include the installation of a street lighting system, according to the City's standards and requirements, which will be owned, maintained, and operated by the City, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. The lumen ratings of lighting units listed under the monthly rate indicates the general class of the lamp.

MONTHLY RATES

Overhead Service

Basic Rate: The basic rate per fixture defined below will be billed for installations of standard street lighting fixtures installed on the City's electric system distribution poles. The basic rate does not include the monthly charges for additional facilities, street lighting poles, underground service, or any contribution required under this schedule and under the City of New Bern Customer Service Policies.

Mont	hly Charge Per Fixture
Mercury Vapor (Obsolete-Not available for new	v or replacement installation)
7,000 Lumen semi-enclosed (175w)	\$8.44
7,000 Lumen (175w)	\$8.44
21,000 Lumen (400w)	\$13.18
Metal Halide (Obsolete-Not available for new o	r replacement installation)
400w flood	\$13.18
1000w flood	\$14.47
Sodium Vapor (Obsolete-Not available for new	or replacement installation)
9.500 Lumen (100w)	\$7.79
22,000 Lumen (150w)	\$8.44
27,500 Lumen (250w)	\$10.77
50,000 Lumen (400w)	\$13.18
50,000 Lumen (400 w flood)	\$14.47
LED	
5,240 Lumen (39w) Acorn	\$18.81
9,505 Lumen (72w) Cobra	\$12.46
10,868 Lumen (110w) Town & Country	\$17.62
15,501 Lumen (160w) Gardco	\$38.85

ADDITIONAL FACILITIES

- 1. Special poles and lighting fixtures normally not provided by the utility can be provided at the City's cost for fixtures.
- 2. For each primary conductor extension, 2% of the estimated installed cost of the required facilities.
- 3. For a bracket or mast arm in excess of 6 feet for underground service or 16 feet for overhead service, 2% of the estimated installed cost of the required facilities of that for standard facilities.
- 4. For an underground circuit in excess of 250 feet for a street lighting pole, 2% of the estimated installed cost of the excess circuit. Customer has the option of making a non-refundable contribution of the estimated installed cost of an underground circuit in excess of 250 feet per span in lieu of paying the monthly facilities charge for such excess circuit.
- 5. For a metal pole, 2% of the estimated installed cost of overhead or underground metal poles requiring special construction or features which are in excess of the estimated installed cost of standard underground metal poles.
- 6. When more energy efficient and better suited lighting units become available to the City, they will be made available for use under this schedule. The appropriate charges for such units will be developed by the City Electric Department. Said charges are to be incorporated by amendment to this schedule by the City.

NON-REFUNDABLE CONTRIBUTION

- 1. In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than City's normal materials and methods, the customer will contribute the additional cost incurred as a result thereof.
- 2. The customer will contribute the estimated cost of installing cables under paved or landscaped surface area; however, the customer may cut and replace the pavement or surface in lieu of making the contribution.
- 3. Service supplied under the Monthly Rate in this schedule does not include the conversion of existing overhead street-lighting circuits to underground. Should the customer desire such a conversion under this schedule, customer will pay to the City, in addition to the applicable contribution and charges herein, the estimated net investment depreciated, plus removal cost, less salvage value of the overhead conductor being removed.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty

(20) days from the date of the bill. If any bill is not so paid, the City has the right to suspect service in accordance with its service regulation.

SECTION 21. That the following Street Lighting Service Schedule 32-B is hereby adopted effective June 14, 2022.

CITY OF NEW BERN Street Lighting Service Schedule 32-B (Residential Subdivision)

AVAILABILITY

This schedule is available for service supplied in the lighting of residential dedicated public streets by means of mercury vapor or sodium vapor lighting units installed within residential subdivisions, consisting of single or duplex dwelling units, located outside the corporate limits of a municipality at the time of the installation. This schedule is not available to supply service for the lighting of parking lots, shopping centers, other public or commercial areas within the residential subdivision, or areas not specifically provided for by the provisions herein.

SERVICE

The service supplied by the City will include the installation of a street lighting system, according to the City's standards and requirements, which will be owned, maintained, and operated by the City, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. Lighting units will be located by the City to provide the most uniform lighting possible in the residential area. The lumen ratings of the lighting units furnished under the monthly rate indicate the class of lamp.

MONTHLY RATES

The following amount will be added to each monthly bill rendered for residential electric service within the subdivision:

Overhead Distribution Area

Bracket-mounted, enclosed luminaire on approved wood pole 1 light

Per 10 customers or major fraction thereof	
7,000 lumen mercury vapor	\$1.47 per customer
9,500 lumen sodium vapor	\$1.47 per customer
1 light per 5 customers or major fraction thereof	
7,000 lumen mercury vapor	\$2.94 per customer
9,500 lumen sodium vapor	\$2.94 per customer

Underground Distribution Area

Bracket-mounted, enclosed luminaire on approved we	ood pole 1 light
Per 10 customers or major fraction thereof	1
7,000 lumen mercury vapor	\$2.09 per customer
9,500 lumen mercury vapor	\$2.09 per customer
1 light per 5 customers or major fraction thereof	
7,000 lumen mercury vapor	\$4.18 per customer
9,500 lumen mercury vapor	\$4.18 per customer

Bracket-mounted, enclosed luminaries on standard met	al pole
1 light per 10 customers or major fraction thereof	
7,000 lumen mercury vapor	\$2.38 per customer
9,500 lumen sodium vapor	\$2.38 per customer
1 light per 6 customers or major fraction thereof	
7,000 lumen mercury vapor	\$3.99 per customer
Approved Post-Mounted Type Luminaries	
1 Light per 10 customers or major fraction thereof	
7,000 lumen mercury vapor	\$2.38 per customer
9,500 lumen sodium vapor	\$2.38 per customer
1 Light per 6 customers or major fraction thereof	
7,000 lumen mercury vapor	\$3.99 per customer
9,500 lumen sodium vapor	\$3.99 per customer

ANNEXATION CONSIDERATION

If any of the following conditions exist, the developer of the subdivision will be required to obtain from the municipal governing agency, its written approval of the street lighting service being provided under this schedule, and the number and locations of the lights to be installed.

- 1. The subdivision abuts a boundary of the municipality.
- 2. It is known that the subdivision will be annexed into the municipality.
- 3. The municipal governing agency has enacted a subdivision control ordinance that applies to the subdivision or any portion thereof.

If the subdivision is subsequently annexed and the municipality accepts the street lighting under a street lighting service contract on the rate for the equivalent lighting unit, the following will apply:

- 1. Overhead Distribution: If the municipality accepts the street lighting service under Street Lighting Service Schedule, no monthly customer charge will be applied to the subdivision residents.
- Underground Distribution: If the municipality accepts the street lighting service under Street Lighting Service Schedule and agrees to pay the contribution under the schedule for the street lighting system, no monthly customer charge will be applied to the subdivision residents.

If the subdivision is subsequently annexed and the municipality does not accept the installed street lighting under a street lighting contract, the service will continue to be provided under this Schedule with the applicable monthly charge.

SECTION 22. That the following Street Lighting Service Schedule 32-C is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Street Lighting Service Schedule 32-C

AVAILABILITY

This Schedule is available for service supplied in the lighting of residential dedicated public streets by means of sodium vapor lighting units installed within residential subdivisions, consisting of single or duplex dwelling units, located within the city limits of the City of New Bern. This Schedule applies to all developments in which streets have not been accepted for maintenance by the City under the Land Use Ordinance. This Schedule is not available to supply service for the lighting of parking lots, shopping centers, other public or commercial areas within the residential subdivision, or areas not specifically provided for by the provisions herein.

SERVICE

The service supplied by the City will include the installation of a street lighting system, according to City's standards and requirements, which will be owned, maintained, and operated by the City, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. Lighting units will be located by the City to provide the most uniform lighting possible in the residential area. The lumen ratings of the lighting units furnished under the monthly rate indicate the class of lamp.

The developer shall open a street lighting account and sign a standard lighting contract with the City of New Bern.

The developer shall pay for all streetlights per City of New Bern Schedule 32-C until the street or streets within the development are accepted for maintenance under the Land Use Ordinance of the City of New Bern, at which time the City of New Bern will assume the cost of the lighting.

All streetlights shall be made operational once the electric system is energized, at which time the developer will become responsible for a monthly payment to the City of New Bern per the City of New Bern Street Lighting Service Schedule 32-C.

MONTHLY RATES

Overhead Service

Basic Rate: The basic rate per fixture defined below will be billed for installations of standard street lighting fixtures installed on City's system distribution poles. The basic rate does not include the monthly charges for additional facilities, street lighting poles, underground service, or any contribution required under this Schedule and under the Street Lighting Service Regulations.

	Monthly Charge Per Fixture
Sodium Vapor 22,000	
Lumen (150w)	\$8.44
50,000 Lumen (400w)	\$13.18

50,000 Lumen (400w flood)	\$14.47
HPS 250w	\$10.77

ADDITIONAL FACILITIES

- For primary conductor extensions, 2% of the estimated installed cost of the required facilities will be charged to the customer as outlined in the Customer Service Policies section regarding additional facilities.
- 2. For a bracket or mast arm in excess of 6 feet for underground service or 16 feet for overhead service, 2% of the estimated installed cost of the required facilities of that for standard facilities will be charged to the customer as outlined in the Customer Service Policies section regarding additional facilities.
- 3. For an underground circuit in excess of 250 feet for the installation of a street light pole, 2% of the estimated installed cost will be considered an additional facility. Customer has the option of making a non-refundable contribution of the estimated install cost of an underground circuit in excess of 250 feet per span in lieu of paying the monthly facilities charge for each excess circuit.
- 4. For a metal pole, 2% of the estimated installed cost of overhead or underground metal poles requiring special construction or features which are in excess of the estimated installed cost of standard underground metal poles will be charged to the customer as outlined in the Customer Service Policies section regarding additional facilities.
- 5. When more energy-efficient and better-suited lighting becomes available to the City, they will be made available for use under this Schedule. The appropriate charges for such units will be developed by the City Electric Utility Department. Said charges are to be incorporated by amendment to this Schedule by the City.

NON-REFUNDABLE CONTRIBUTION

- 1. In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than City's normal materials and methods, customer will contribute the additional cost incurred thereby.
- 2. Customer will contribute the estimated cost of installing cables under paved or landscaped surface areas; however, Customer may cut and replace the pavement or surface in lieu of making the contribution.
- 3. Service supplied under the Monthly Rate in this Schedule does not include the conversion of existing overhead street-lighting circuits to underground. Should the customer desire such a conversion under this Schedule, customer will pay to the City, in addition to the applicable contribution and charges herein, the estimated net investment depreciated, plus removal cost, less salvage value the overhead conductor being removed.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The Contract Period shall not be less than 10 years.

GENERAL

Service rendered under this Schedule is subject to the provisions of City's Street Lighting Service Regulations filed at City Hall.

SECTION 23. That the foregoing ordinance be kept on file in the Office of the City Clerk. SECTION 24. That previous ordinances in conflict with this ordinance are hereby replaced. SECTION 25. That the rates established by this Ordinance shall be in full force and effect on January 26, 2022.

ADOPTED THIS 14th DAY OF JUNE, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

AGENDA ITEM COVER SHEET



Agenda Item Title:

Consider Adopting an Ordinance for the Consumption of Electricity Applicable to Commercial/Industrial Load Profiler Data Service Schedule LPDS.

Date of Meeting: June 14, 2022	Ward # if applicable: N/A	
Department: Public Utilities	Person Submitting Item: Charles Bauschard	
Call for Public Hearing: □Yes⊠No	Date of Public Hearing: N/A	

Request for Mayor to execute Ordinance.
Execution by Mayor Outlaw
Memo, Rate Schedule, Ordinance

Is item time sensitive? ⊠Yes □No	
Will there be advocates/opponents at the meeting? \Box Yes \boxtimes No	



Office of the Director of Utilities

TO: City Manager, Honorable Mayor and Members of the Board of Aldermen

FROM: Charles Bauschard - Director of Utilities

DATE: May 26, 2022

RE: Consider Adopting an Ordinance for the Consumption of Electricity Applicable to Commercial/Industrial Load Profiler Data Service Schedule LPDS.

Background

Commercial and industrial customers often request access to their real time meter data. Some of these customers often find this information helpful for both financial planning and operational decisions.

Until recently, delivery of meter data to customers was not timely and lagged real time operating decisions. However, using our advanced metering system, staff has developed a solution to provide commercial and industrial customers a web-based portal to view, trend and analyze their electric meter data.

As a result, the utility now has a meter data service to offer customers for a monthly fee. The cost of offering this service comes at no expense to the utility until such time that a customer receives service. Staff has designed a rate to meet the cost of service to include contributions to the general fund. This will have a positive impact on electric fund revenues. The proposed fees are attached.

Commercial and/or industrial customers may voluntarily request this service and staff will market it to qualified customers. Residential customers are presently excluded from this service offering.

Requested Action

Consider adopting an ordinance for the consumption of electricity applicable to Commercial/Industrial Load Profiler Data Service Schedule LPDS.

AN ORDINANCE TO AMEND AND RESTATE THE RATES FOR THE CONSUMPTION OF ELECTRICITY APPLICABLE TO CUSTOMERS OF THE CITY OF NEW BERN

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

SECTION 1. That there are hereby established rates for, the consumption of energy to be charged to electric utility customers of the City of New Bern effective June 14, 2022, summarized as follows:

Residential – Schedule 01	Rate
Customer Charge (Per Month)	\$9.95
Energy (Per kWh) First 300 kWh	\$0.1018
Energy (Per kWh) All additional kWh	\$0.1175
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Residential – Schedule 07	Rate
Customer Charge (Per Month)	\$9.95
Energy (Per kWh) First 300 kWh	\$0.0968
Energy (Per kWh) All additional kWh	\$0.1116
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Small General Service #1 Schedule 03	Rate
Customer Charge (Per Month)	\$20.64
Energy (Per kWh) First 2325 kWh	\$0.1260
Energy (Per kWh) Next 1000 kWh	\$0.0960
Energy (Per kWh) All over 3325 kWh	\$0.0900
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Small General Service #2 Schedule 04	Rate
Customer Charge (Per Month)	\$20.64
Demand (Per kW)	\$2,31
Energy (Per kWh) First 2325 kWh	\$0,1013
Energy (Per kWh) Next 1000 kWh	\$0.0956
Energy (Per kWh) All over 3325 kWh	\$0.0887
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Economic Development Rate #5	Rate
Customer Charge (Per Month)	\$197.00
CP Demand (Per kW)	\$26.84
Excess Demand (Per kW)	\$3.94
Energy (Per kWh)	\$0.0444

Large General Service #1 CP Schedule 13	Rate
Customer Charge (Per Month)	\$166.06
CP Demand (Per kW)	\$26.84
Excess Demand (Per kW)	\$4.43
Energy (Per kWh)	\$0.0561

Commercial Electric Vehicle Charging Station CP Schedule 14	Rate
Customer Charge (Per Month)	\$166.06
CP Demand (Per kW)	\$26.84
Excess Demand (Per kW)	\$4.43
Energy (per kWh) LF $$	\$0.10100
Energy (per kWh) 10% <lf <20%<="" td=""><td>\$0.07855</td></lf>	\$0.07855
Energy (per kWh) LF>20%	\$0.05610

Utility Owned Electric Vehicle Charging Station Schedule 15	Rate
Active Energy (per kWh) $LF < 10\%$	\$0.68
Active Energy (per kWh) 10% <lf<20%< td=""><td>\$0.47</td></lf<20%<>	\$0.47
Active Energy (per kWh) LF>20%	\$0.38
In-Active Charging (per minute)	\$0.17

Medium General Service #1 Schedule 08	Rate
Customer Charge (Monthly)	\$22.80
Demand (Per kW)	\$8.08
Energy (Per kWh)	\$0.0842

Small Wholesale Schedule 09	Rate
Customer Charge (Per Month)	\$21.78
Demand (Per kW)	\$6.69
Energy (Per kWh)	\$0.0859
Three Phase Charge (In addition to monthly Customer Charge, if applicable)	\$13.67

Large General Service #2 CP Rate Schedule 6	Rate
Customer Charge (Per Month)	\$1,214.06
CP Demand (Per kW) First 3200 kW	\$26.84
Demand (Per kW) All additional kW	\$14.94
Excess Demand (Per kW)	\$4.19
Energy (Per kWh) First 1,700,000 kWh	\$0.0529
Energy (Per kWh) All additional kWh	\$0.0445

Medium General Service #2 Schedule 10	Rate
Customer Charge (Per Month)	\$22.80
Demand (Per kWh)	\$8.95
Energy (Per kWh)	\$0.0800
Three Phase Charge (In addition to monthly Customer Charge, if applicable)	\$13.67
[2]	

Medium General Service TOU Schedule 11	Rate
Customer Charge (Per Month)	\$56.78
On Peak Demand (Per kW)	\$21.57
Excess Demand (Per kW)	\$5.19
Energy (Per kWh)	\$0.0592

Medium General Service CP Schedule 12	Rate
Customer Charge (Per Month)	\$82.24
CP Demand (Per kW)	\$22.12
Excess Demand (Per kW)	\$5.24
Energy (Per kWh)	\$0,0601

customer charge (i er wonth)	400.70
On Peak Demand (Per kW)	\$21.57
Excess Demand (Per kW)	\$5.19
Energy (Per kWh)	\$0.0592
Medium General Service CP Schedule 12	Rate
Customer Charge (Per Month)	\$82.24
CP Demand (Per kW)	\$22.12
Excess Demand (Per kW)	\$5.24
Energy (Per kWh)	\$0,0601
Residential – Schedule 40	Rate
Customer Charge (Per Month)	\$9.95
Energy (Per kWh) First 300 kWh	\$0.1018
Energy (Per kWh) 300 kWh to 800 kWh	\$0.1175
Energy (Per kWh) All additional kWh	
Three Phase Charge (In addition to monthly Customer Charge, if applicable)	
Residential – Schedule 50	Rate
Customer Charge (Per Month)	
Energy (Per kWh) First 300 kWh	

Residential – Schedule 50	Rate	
Customer Charge (Per Month)	\$9.95	
Energy (Per kWh) First 300 kWh	\$0.0968	
Energy (Per kWh) 300 kWh to 800 kWh	\$0.1116	
Energy (Per kWh) All additional kWh	\$0.0948	
Three Phase Charge (In addition to monthly Customer Charge, if applicable)	\$13.67	

	Extra Facilities Charge - Generation Schedule 70	Rate
Facilities Charge	Per kW based on Generator Nameplate Rating	\$2.96

	Renewable Resource Facilities Credit Schedule 60	Rate
Energy	Credit Per kW generated	\$0.0487

Commercial/Industrial Load Profiler Data Service - Schedule LPDS	Rate
Set Up Fee	\$150.00
Monthly Rate	\$40.50
Monthly Rate	\$90.00

	Area Lighting Schedule 04	New Rate
(A	High Pressure Sodium	
Monthly Rate	150w (Obsolete - Not Available for new or replacement service)	\$18.74
Monthly Rate	250w (Obsolete - Not Available for new or replacement service)	\$21.32
	Metal Halide	
Monthly Rate	400w (Obsolete - Not Available for new or replacement service)	\$33.15
Monthly Rate	1000w (Obsolete - Not Available for new or replacement service)	\$44.60
	LED	
Monthly Rate	50w	\$18.74
Monthly Rate	300w	\$33.15
	Area Lighting Poles	
Monthly Rate	Wood	\$2.93
Monthly Rate	Special Metal or Fiberglass Post	\$6.94
	Underground Service	
	One time contribution per pole	\$246.5
Monthly Rate	Increase per pole	\$4.90
	Street Lighting Poles	Rate
Monthly Rate	Wood	\$2.01
Monthly Rate	Special Metal or Fiberglass Post	\$3.51
	Underground Service	
	One Time Contribution per pole	\$246.51
Monthly Rate	Increase Per Pole	\$4.90
	Street Lighting Service Schedule 32-A	Rate
	Mercury Vapor	
Monthly Rate	175w semi enclosed (Obsolete-not available for new or replacement set	
Monthly Rate	175w (Obsolete-not available for new or replacement service)	\$8.44
Monthly Rate	400w (Obsolete-not available for new or replacement service)	\$13.18
	Metal Halide	

-	Street Lighting Poles	Rate
Monthly Rate	Wood	\$2.01
Monthly Rate	Special Metal or Fiberglass Post	\$3.51
	Underground Service	
	One Time Contribution per pole	\$246.51
Monthly Rate	Increase Per Pole	\$4.90

	Street Lighting Service Schedule 32-A	Rate
Contra Trans-	Mercury Vapor	5. 1 C. S.
Monthly Rate	175w semi enclosed (Obsolete-not available for new or replacement s	ervice) \$8.44
Monthly Rate	175w (Obsolete-not available for new or replacement service)	\$8.44
Monthly Rate	400w (Obsolete-not available for new or replacement service) Metal Halide	\$13.18
Monthly Rate	400w (Obsolete-not available for new or replacement service)	\$13.18
Monthly Rate	1000w (Obsolete-not available for new or replacement service) High Pressure Sodium	\$14.47
Monthly Rate	100w (Obsolete-not available for new or replacement service)	\$7.79
Monthly Rate	150w (Obsolete-not available for new or replacement service)	\$8.44
Monthly Rate	250w (Obsolete-not available for new or replacement service)	\$10.77
Monthly Rate	400w (Obsolete-not available for new or replacement service)	\$13.18
Monthly Rate	400w (Obsolete-not available for new or replacement service) LED	\$14.47
Monthly Rate	39w Acom	\$18.81
Monthly Rate	72w Cobra	\$12.46
Monthly Rate	110w Town & Country	\$17.62
Monthly Rate	160w Gardco	\$38.85

	Street Lighting Service Schedule 32-B	Rate
	Overhead Distribution Area	
Bracket-mounted	l, enclosed luminaries on approved wood pole	
	1 light per 10 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$1.47
	1 light per 10 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$2.94
	Underground Distribution Area	
Bracket-mounted	, enclosed luminaries on standard metal pole	
	1 light per 10 customers on major fraction thereof	
per customer	150w High Pressure Sodium	\$2.09
a second second	1 light per 10 customers on major fraction thereof	
per customer	150w High Pressure Sodium	\$4.18
Bracket-mountea	, enclosed luminaries on standard metal pole	
	1 light per 10 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$2.38
per customer	9,500 lumen sodium vapor	\$2.38
	1 light per 3 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$3.99
	1 light per 3 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$7.98
	Approve J Post-Mounted type luminaries	
	1 light per 10 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$2.38
	1 light per 6 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$3.99
	1 light per 3 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$7.98

	Street Lighting Service Schedule 3	2-C
High Pressure Sodium		
Monthly Rate	150w	\$8.44
Monthly Rate	250w	\$10,77
Monthly Rate	400w	\$13.18
Monthly Rate	400w flood	\$14.47

SECTION 2. That the following Residential Service #1 Schedule 01 and Schedule 07 are hereby adopted effective June 14, 2022.

CITY OF NEW BERN Residential Service #1 Schedule 01, Schedule 07

AVAILABILITY

Service under this schedule is available for separately metered and billed supply of alternating electric current to single family residences, including a residential farm where the farm uses are not taken through a separate meter.

This schedule is not available for (a) individual motors rated on 15HP; (b) commercial use as in hotels, public inns, motels, auto courts, tourist camps, and trailer camps; (c) separately metered accessory buildings or equipment on residential property not suitable for residential use; or (d) bulk barns and other seasonal high use facilities.

Non-fossil energy sources caused by acts of nature, such as wind or solar, are permitted as supplements to customer's energy requirements provided the City is granted the right to install, operate and monitor special equipment to measure the customer's load, or any part thereof, and to obtain any other data necessary to determine the operating characteristics and effects of the installation.

APPLICABILITY

The schedule is applicable to all electric service of the same available type supplied to the customer's premises at one point of delivery through a one kilowatt-hour meter in accordance with Schedule 01 and Schedule 07 below.

ADDITONAL POINTS OF DELIVERY

Additional points of delivery installed on structures at same premises for other than residential dwelling purposes shall be billed under the appropriate rate schedule.

TYPE OF SERVICE

The type of service to which this schedule is applicable are alternating current, 60 hertz, either single-phase two or three wires, or three-phase four wires at City's standard voltages of 240 volts or less.

SCHEDULE 01

MONTHLY RATES For Single-Phase Service

Basic Customer Charge	\$9.95
Energy Charges	
For all first 300 kilowatt hours	\$0.1018
For all additional kilowatt hours	\$0.1175

For Three-Phase Service

The bill computed for single-phase service plus \$13.67.

SCHEDULE 07 (Energy Efficient Residential Rate)

ENERGY CONSERVATION DISCOUNT

Where customer notifies company and customer's dwelling complies with the thermal requirements herein, participates fully in the City of New Bern Load Management program, and operates no fossil fuel burning appliances for the purpose of heating or production of hot water, the Schedule E01 kWh charges will be discounted by 5% kWh.

\$9.95
\$0.0968
\$0.1116 (See E50)

For Three-Phase Service

The bill computed for single-phase service plus \$13.67

THERMAL REQUIREMENTS CONVENTIONAL

HOUSING

In no case shall the structure's heat loss, including duct heat loss, be greater than 0.1 watts (.34 Btuh) per square foot of net heated floor area per degree Fahrenheit temperature difference. Generally, the criteria may be satisfied if the following provisions are met:

- A. Ceilings with an installed insulation thermal resistance value of R-30.
- B. Exterior walls with an installed insulation thermal resistance value of R-13.
- C. Floors over crawl spaces with an installed insulation thermal resistance value of R-19.
- D. All windows should be insulated double pane glass or single pane glass with storm windows.
- E. All exterior doors should be wood with storm doors or insulated metal doors.
 - F. Adequate natural or mechanical attic ventilation should be provided.
 - G. Effective with building permits issued 7/1/02, the dwelling is all electric (range-oven, heating, air conditioning, water heater, dryer).

MANUFACTURED HOUSING

In no case shall the structure's heat loss, including duct loss, be greater than .0125 watts (0.43 Btuh), per square foot of net heated floor area per degree Fahrenheit temperature difference.

Generally, these criteria may be satisfied if the following provisions are met:

- A. Ceilings with an installed insulation thermal resistance value of R-19
- B. Exterior walls with an insulation thermal resistance value of R-13.
- C. Floors over crawl spaces with an installed insulation thermal resistance value of R-19.
- D. All windows should be insulated double pane glass or single pane glass with storm windows.
- E. All exterior doors should be wood with storm doors or insulated metal doors.
- F. Effective with building permits issued 7/1/02, the dwelling is all electric (range-oven, heating, air conditioning, water heater, dryer).

A copy of the manufacturer's certificate stating that the manufactured home in question meets or exceeds the above thermal requirements shall be submitted to the City's Electric Utilities Department in order to obtain the 5% energy efficient discount.

PAYMENTS

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

SALES TAX To the above charges will be added any applicable North Carolina sales tax.

CONTRACT PERIOD

The contract period shall not be less than one year.

GENERAL

SECTION 3: That the following Small General Service #1 Schedule 03 is hereby adopted effective June 14, 2022.

CITY OF NEW BERN Small General Service #1 Schedule 03

AVAILABILITY

This schedule is available for electric service at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with monthly energy readings of less than 2500 kWh for at least ten of the preceding twelve months. When the customer's monthly energy has equaled or exceeds 2500 kWh for at least three of the preceding twelve months, the City may install a demand meter to determine the maximum 15-minute demand and begin billing the customer for demand under Small General Service Schedule 04.

This schedule is not available: (1) for residential service; (2) for resale service; (3) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering, or (4) whenever the monthly energy equals or exceeds 2500 kW for at least three of the preceding twelve months. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year in one-year increments from the month that the customer first started receiving bills under a new schedule.

When the customer has installed generating or converting equipment that can operate in parallel with the City's service, the customer shall install the protective equipment acceptable to the City that will protect the City's employees, its other customers, and its distribution system. The City shall have the right to suspend delivery of electricity to the customer with such generating or converting equipment until the customer has installed the protective equipment.

APPLICABILITY

This schedule is applicable to all electric service of the same available type suppled to the customer's premises at one point of delivery through one meter.

MONTHLY RATES

For Single-Phase Service

Customer Charge	\$20.64
Energy Charges	
First 2325 kWh	\$0.1260 per kWh
Next 1000 kWh	\$0.0960 per kWh
Over 3325 kWh	\$0.0900 per kWh

For Three-Phase Service Bill for single-phase service plus \$13.67

DETERMINATION OF DEMAND

Any time demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENTS

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- That where it is necessary for the City to extend lines, erect transformers, or do any work
 necessary to supply service, except for the installation of a self-contained meter, the customer
 shall pay for the lines extension in accordance with the City's customer service policies as
 may be amended from time to time.

GENERAL

SECTION 4. That the following Small General Service #2 Schedule 04 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Small General Service #2 Schedule 04

AVAILABILITY

This schedule is available for electric service at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with monthly energy readings of 2500 kWh or greater for at least three of the preceding twelve months but with demand reading of less than 35kWh for at least eleven of the preceding twelve months.

This schedule is not available; (1) for residential service; (2) for resale service; (3) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering, or (4) whenever the monthly demand equals or exceeds 35kW for at least two of the preceding twelve months. In order to determine the applicable rate schedule for a customer, the City will review the customer's monthly readings once a year, in one-year increments from the month that the customer first started receiving bills under a new schedule.

When the customer has installed generating or converting equipment that can operate in parallel with the City's service, the customer shall install the protective equipment acceptable to the City that will protect the City's employees, its other customers, and its distribution system. The City shall have the right to suspend delivery of electricity to the customer with such generating or converting equipment until the customer has installed the protective equipment.

APPLICABILITY

This schedule is applicable to all electric service of the same available type supplied to the customer's premises at one point of delivery through one meter.

MONTHLY RATES

For Single-Phase Service

Customer Charge	\$20.64
Energy Charges	
First 2325 kWh	\$0.1013 per kWh
Next 1000 kWh	\$0.0956 per kWh
All over 3325 kWh	\$0.0887 per kWh
Demand Charge	\$2.31

For Three-Phase Service Bill for single-phase service plus \$13.67

DETERMINATION OF DEMAND

The billing demand shall be the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle.

Any time demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENTS

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued; and
- 2. That where it is necessary for the City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

SECTION 5. That the following Economic Development CP Rate Schedule EDR4 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Economic Development CP Rate Large General Service Minimum Demand = 350 kW Schedule EDR5

APPLICABILITY

The Economic Development (ED) Rate set forth in this schedule is available to new loads or load expansions of commercial or industrial customers which meet the following requirements:

- 1. Have at least a 350 kW annual peak demand;
- In the case of new loads, have not been served by the City prior to the date on which service of such load under this ED rate commences, except as necessary to maintain a minimum level of service prior to full operation;
- 3. In the case of load expansions, are at least an incremental addition of 200 kW to the facility's highest Non-Coincidental Peak Demand for the previous twelve (12) months of service and are the result of adding new full-time employees to the organization of at least 100 persons;
- 4. Are individually metered;
- 5. Are served under the provision of a service agreement with the City; and
- 6. Are approved by the Board of Aldermen and the City Manager.

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering.

CONTRACT PERIOD

Service under this rate is only available to new loads or load expansions for a period of five (5) years, following the date of full operation.

At the end of the customer's eligibility for this rate, the customer will then be switched to the appropriate standard rate schedule based on load size and characteristics.

Customer Charge	\$197.00 per billing cycle	
kW Demand Charge		
All Coincident Peak (CP) Demand	\$26.84 per CP kW	
Energy Charge		
All kWh	\$0.0444 per kWh	
Excess Demand	\$3.94 per kW	

The minimum charge shall be such as may be contracted for, but not less than the sum of the charges in A, B, C and D above.

DETERMINATION OF DEMAND

<u>Coincident Peak (CP) Demand</u>: The Coincident Peak (CP) Demand shall be the customer's contribution to the City's 60-minute interval which is used by the North Carolina Eastern Municipal Power Agency (NCEMPA) for wholesale billing purposes during the current calendar month.

Excess Demand: Excess Demand shall be the difference between the maximum 15-minute demand recorded during the current billing cycle and the Coincident Peak (CP) Demand for the same billing cycle.

Any Time Demand: Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

<u>kWh:</u> The letters kWh of energy consumption shall be the total usage of electricity during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by the City will be provided to the customer by the direct telephone communications or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENTS

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

GENERAL

SECTION 6. That the following Large General Service #1 - CP Schedule 13 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Large General Service #1 – CP Schedule 13

AVAILABILITY

This schedule is available for electric service at a single point of delivery at one of the City's standard voltages, used by any non-residential customer with a monthly demand between 750 kWh and 2,000 kW for at least two of the preceding twelve months.

This schedule is not available for (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering or (5) whenever the monthly demand exceeds 100,000 kW. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year, in one-year increments from the month that the customer first starter receiving bills under a new schedule.

MONTHLY RATES

tomer Charge	\$166.06 per month
rgy Charge	\$0.0561 per kWh
All kWh	
nand Charges	
Coincident Peak Demand	\$26.84 per kW
Excess Demand	\$4.43 per kW
	stomer Charge ergy Charge All kWh nand Charges Coincident Peak Demand Excess Demand

DETERMINATION OF DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the customer's billing.

Excess Demand shall be the highest 15-minute demand recorded during the current billing cycle, less the Monthly Coincident Peak Demand for the current billing cycle.

Any time demand shall be the highest 15-minute demand recorded during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided Notification by the City will be provided to the customer by direct telephone communication or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

POWER FACTOR CORRECTION

Where the power factor of the consumer's installation is less than 85%, the City may correct kWh consumption for the month by multiplying by 85 and dividing by the actual power factor. SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspect service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

SECTION 7. That the following Commercial Electric Vehicle Charging Station – CP Schedule 14 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Commercial Electric Vehicle Charging Station Service – CP Schedule 14

AVAILABILITY

This schedule is available for electric service at a single point of utility metering at one of the City's standard voltages, for the purpose of providing power at commercially owned electric vehicle (EV) charging stations.

This schedule is not available whenever the monthly anytime demand exceeds 1,000 kW.

MONTHLY RATES

•		\$166 06 mon month
	Customer Charge	\$166,06 per month
	Energy Charge	
	Load Factor less than or equal to 10%	\$0.10100 kWh
	Load Factor greater than 10% and less than or equal to 20%	\$0.07855 per kWh
	Load Factor greater than 20%	\$0.0561 per kWh
	Demand Charges	
	Coincident Peak Demand	\$26.84 per kW

\$4.43 per kW

Excess Demand

DETERMINATION OF BILLING DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the customer's billing.

Excess Demand shall be the highest 15-minute any time demand recorded during the current billing month, less the Monthly Coincident Peak Demand for the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

DETERMINATION OF ENERGY

Energy charge shall be determined by the calculated monthly load factor (LF). The energy charge shall adjust up or down when the calculated monthly load factor exceeds the threshold for a period of six (6) consecutive billing cycles. Load factor shall be determined by the total energy hours used during the billing cycle divided by the product of the anytime demand and the number hours in the billing cycle.

LF=kWh / (Any Time Demand X Hours in Billing Cycle

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by the City will be provided to the customer by direct telephone communication or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

POWER FACTOR CORRECTION

Where the power factor of the consumer's installation is less than 85%, the City may correct kWh consumption for the month by multiplying by 85 and dividing by the actual power factor.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service suppled shall be for a continuous period until discontinued, and
- 2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

SECTION 8. That the following Utility Owned Electric Vehicle Charging Stations – Schedule 15 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Utility Owned Electric Vehicle Charging Stations Schedule 15

PURPOSE

The City recognizes the potential growth of electric vehicles (EV) across the City's electric service territory. The purpose of this pilot program is for the City to evaluate the impact of EV charging on the public electric system and/or any interest towards owning a network of publicly accessible EV charging stations.

AVAILABILITY

This service is available for EV charging stations owned by the City of New Bern. Charging stations are available for use by the public, exclusive to vehicles attempting to charge and not exclusive to City of New Bern electric customers.

Whereas charging station is defined as single point charging and charging site may have one or more charging stations. The City may throttle the available charging capacity of both the charging site and/or charging station to balance the impact of EV charging on the public electric distribution system. The City does not guarantee availability at charging sites or charging stations.

This service is not available where the total charging site requirement exceeds 125 kW.

Obstructing access to charging sites and/or stations is subject to towing and/or fines.

USAGE RATES

Active Energy Charging	
Load Factor less than or equal to 10%	\$0.68 per kWh
Load Factor greater than 10% and less than or equal to 20%	\$0.47 per kWh
Load Factor greater than 20%	\$0.38 per kWh
In-Active Charging	
In-active charging is applied after 10 minutes Of idle charging and occupying space at the charger.	\$0.17 per minute

DETERMINATION OF ACTIVE ENERGY CHARGING

Active Energy Charge shall be determined by calculating monthly load factor (LF) for the charging site. The energy charge shall adjust up or down when the calculated monthly load factor exceeds the threshold for a period of six (6) consecutive calendar months. Monthly load factor shall be determined by the total charging site energy hours used during the month divided by the product of the charging site blended demand capacity and the number of hours in the billing cycle.

LF=kWh / (120.04 kW X Hours in Billing Cycle)

SALES TAX

To the above charges, taxes will be added at the point sale. Taxes will include any applicable North Carolina sales tax and/or other applicable taxes.

PAYMENT

Payment shall be made via the customers ChargePoint account. Cash and/or credit card transactions are not available.

CONTRACT PERIOD

The pilot program shall continue through February 12, 2023 per the contractual requirements set forth by the NCDEQ VW-DC Fast Program or extended as needed. Record keeping and reporting shall continue for a period of five (5) years following the expiration of the contract. At the end of the pilot program, the City may consider any further interest to own EV charging stations or divest their interest.

GENERAL

SECTION 9. That the following Medium General Service #1 Schedule 08 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Medium General Service #1 Schedule 08

AVAILABILITY

This schedule is available for electric service used at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with a monthly demand of 35 kW or greater for at least two of the preceding twelve months, but less than 100 kW for 11 of the preceding twelve months.

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest connected Any Time Demand (kW) at the point of utility metering. (5) or whenever the registered or computed demand equals or exceeds 100 kW. In order to determine that applicable rate schedule for a customer, the City will review that customer's monthly readings once a year in one-year increments from the month that customer first started receiving bills under a new schedule.

MONTHLY RATES

For Single-Phase Service Customer Charge Energy Charge Demand Charge

\$22.80 \$0.0842 per kWh \$8.08 per kW

For Three-Phase Service Bill computed for single-phase service plus \$13.67.

DETERMINATION OF DEMAND

The billing demand shall be the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspect service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until disconnected, and
- 2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

SECTION 10. That the following Small Wholesale Customer Rate Schedule 09 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Small Wholesale Customer Rate Schedule 09

AVAILABILITY

This schedule is available for electric used by a nonresidential customer at a single point of delivery at one of the City's standard voltages with a contract demand or a registered or computed demand of kW and greater but less than 750 kW.

This schedule is not available for (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year; (3) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering. (4) a new customer with a contract demand of 750 kW or more, or whenever the registered or computed demand equals or exceeds 1,000 kW in two or more of the preceding twelve months.

MONTHLY RATES For Single-Phase Service

Customer Charge	\$21.78
Billing Demand	\$6.69 per kW
Kilowatt-Hour Energy	\$0.0859 per kWh

For Three-Phase Service The bill computed for single-phase service plus \$13.67

CONTRACT DEMAND

The contract demand shall be the kW of demand specified in the service agreement.

DETERMINATION OF DEMAND

The billing demand shall be the greater of the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle or 30

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENTS

Bill are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

SECTION 11. That the following Large General Service #2-CP Schedule 06 is hereby adopted effective June 14, 2022.

CITY OF NEW BERN Large General Service #2 – CP Schedule 06

AVAILABILITY

This schedule is available for electric service at a single point of delivery at one of the City's standard voltages, used by any non-residential customer with a monthly demand of 2000kW or greater for at least two of the preceding 12 months.

This schedule is not available for (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering or (5) whenever the monthly demand exceeds 100,000 kW. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year, in one-year increments from the month that the customer first started receiving bills under a new schedule.

MONTHLY RA	ATES		
(Customer Charge		\$1,214.06 per month
1	Energy Charge		
	First 700,000 kW		\$0.0529 per kW
	Addition kWh		\$0.0445 per kWh
I	Demand Charges		
	Coincidental Peak De	mand	
	First 3	200 kW	\$26,84 per kW
	Additi	onal kW	\$14.94 per kW
H	excess Demand		\$4.19 per kW

DETERMINATION OF DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the customer's billing.

Excess Demand shall be the highest 15-minute demand recorded during the current billing cycle, less the Monthly Coincident Peak Demand for the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by the City will be provided to the customer by direct telephone communications or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response notification.

POWER FACTOR CORRECTION

Where the power factor of the consumer's installation is less than 85%, the City may correct kWh consumption for the month by multiplying by 85 and dividing by the actual power factor. SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 12. That the following Medium General Service #2 Schedule 10 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Medium General Service #2 Schedule 10

AVAILABILITY

This Schedule is available for electric service used at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with a monthly demand of 100 kW or greater for at least two of the preceding twelve months, but less than 750 kW for at least eleven of the preceding twelve months.

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering, (5) or whenever the monthly demand has equaled or exceeded 750 kW for at least two of the preceding twelve months. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year in one-year increments from the month that Customer first started receiving bills under a new schedule.

MONTHLY RATES For Single-Phase Service

Customer Charge	\$22.80
Energy Charge	\$0.0800 per kWh
Demand Charge	\$8.95 per kW

For Three-Phase Service Bill computed for single-phase service plus \$13.67

DETERMINATION OF DEMAND

The billing demand shall be the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for the City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's Service Regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 13. That the following Medium General Service (Time of Use) Schedule 11 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Medium General Service (Time of Use) Schedule 11

AVAILABILITY

This schedule is available on a voluntary basis for electric service at a single point of delivery at one of the City's standard voltages used by any non-residential customer with a monthly demand of 30 kW or greater, but less than 750 kW for at least 3 of the preceding 12 months. Also, this schedule is available to those customers who were being serviced under the City's small general service (time-of-use) schedule as of November 15, 1993.

This schedule is not available for Electric vehicle (EV) chargers; where EV chargers are the largest ANY TIME Demand (kW) at the point of utility metering.

TYPE OF SERVICE

Delivery of service under this schedule shall be to the customer's premises at one point of delivery through one meter.

MONTHLY RATES

Customer Charge	\$56.78 per month
Energy Charge	\$0.0592 per kWh
Demand Charges	Construction of the second
On-Peak Demand	\$21.57 per kW
Excess Demand	\$5.19 per kW

DETERMINATION OF DEMAND

The on-peak demand for billing purposes each month shall be the maximum kW demand registered or computed by or from City's metering facilities during any 15-minute interval within the peak hours of the billing cycle. The peak hours are the hours falling within the time periods every Monday through Friday (excluding holidays) listed by months below:

Summer period – Coincident with April 15 through October 15: 1:00 – 6:00 p.m. Winter period – Coincident with October 16 through April 14: 7:00 – 9:00 a.m.

Excess demand is the maximum demand registered or computed from the City's metering facilities used during any 15-minute interval in the off-peak hours of the current month, less the on-peak demand. If on-peak demand is greater than the off-peak demand, the excess demand charge will be zero.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies and may be amended from time to time.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days form the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions thereof, or additions thereto lawfully made.

SECTION 14: That the following Medium General Service - CP Rate Schedule 12 is hereby adopted effective June 14, 2022.

CITY OF NEW BERN Medium General Service- CP Rate Schedule 12

AVAILABILITY

This schedule is available on a volunteer basis for electric service used at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with a monthly demand of less than 750 kW for at least three of the preceding 12 months. Also, this schedule is available as an alternative to those customers who are currently being served under the Medium General Service rates (Schedules 4, 8 and 10) and Medium General Service Time-of-Use rates (Schedule 11).

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering (5) or whenever the monthly demand exceeds 750kW for at least three months. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year in one-year increments from the month that the customer first started receiving bills under a new schedule.

INITIAL FEES

The customer will be billed for the actual cost for the City to purchase and install the CP meter facilities, communications equipment, and any associated load management equipment as required by the City.

MONTH	LY RATES	
	Customer Charge	\$82.24 per month
	Energy Charge	
	All kWh	\$0.0601 per kW
	Demand Charge	
	Coincident Peak	Demand \$22.12 per kW
	Excess Demand	\$5.24 per kW

DETERMINATION OF DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the Customer's billing.

Excess Demand shall be the highest 15-minute demand recorded during the current billing cycle, less the Monthly Coincident Peak Demand for the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by the City will be provided to the customer by direct telephone communication or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

POWER FACTOR CORRECTION

Where the power factor of the consumer's installation is less than 85%, the City may correct kWh consumption for the month by multiplying by 85 and dividing by the actual power factor.

SALES TAX

To the above will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for the City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under the Schedule is subject to the provisions of the City's Service Regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 15. That the following Residential Service Schedule 40 and Schedule 50 is hereby adopted effective June 14, 2022.

CITY OF NEW BERN Residential Service Schedule 40, Schedule 50

AVAILABILITY

Service under this schedule is available for separately metered and billed supply of alternating electric current to single family residences, including a residential farm where the farm uses are not taken through a separate meter.

A one-ton minimum central air conditioner must be present at these services, and these services must be participating in the 100% Air Conditioner Load Control Program. Under the 100% control, and air conditioner's compressor is turned off for the duration of every load management period. All applicable appliances must have load-management switches installed to participate in this rate schedule.

This schedule is not available for (a) individual motors rated on 15HP; (b) commercial use as in hotels, public inns, motels, auto courts, tourist camps, and trailer camps; (c) separately metered accessory buildings or equipment on residential property not suitable for residential use; or (d) bulk barns or other seasonal high use facilities.

Non-fossil energy sources caused by acts of nature, such as wind or solar, are permitted as supplements to customer's energy requirements provided City is granted the right to install, operate and monitor special equipment to measure customer's load or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation.

APPLICABILITY

The schedule is applicable to all electric service of the same available type supplied to the customer's premises at one point of delivery through one kilowatt-hour meter in accordance with Schedule 40 and Schedule 50 below.

ADDITIONAL POINTS OF DELIVERY

Additional points of delivery installed on structures at same premises for other than residential dwelling purposes shall be billed under the appropriate General Service Rate Schedule.

TYPE OF SERVICE

The types of service to which this schedule is applicable are alternating current, 60 hertz, either single-phase two or three wires, or three-phase four wires at City's standard voltages of 240 volts or less.

SCHEDULE 40 (Residential 100% A/C Control) 100% Air

Condition Control Discount

For service participating in the 1 (D0Zo Air Conditioner Control, all energy usage over 800 kWh will be discounted 15% based on the Schedule E01 (Standard Residential Service) rate.

MONTHLY RATE		
For Single-Phase Service		
Basic Customer Charge	\$9.95	

[33]

Energy Charges	
For the first 300 kilowatt hours	\$0.1018
For >300 to 800 kilowatt hours	\$0.1175
For all additional kilowatt hours	\$0.1013

For Three-Phase Service

The bill computed for single-phase service plus \$13.67.

SCHEDULE 50 (Energy Efficient Residential 100% A/C Control Rate) Energy Conservation Discount Where customer notifies company and customer's dwelling complies with the thermal and load management requirements referenced in Schedule E07, all energy usage will be discounted by 5% based on the Schedule E01 (Residential Service) rate in addition to the 100% Air Conditioner Control discount above.

MONTHLY RATES

For Single-Phase Service

Basic Customer Charge	\$9.95
Energy Charges	
For the first 300 kilowatt hours	\$0.0968
For >300 to 800 kilowatt hours	\$0.1116
For all additional kilowatt hours	\$0.0948

For Three-Phase Service

The bill computed for single-phase service plus \$13.67

THERMAL REQUIREMENTS

CONVENTIONAL HOUSING

In no case shall the structure's heat loss, including duct heat loss, be greater than 0.1 watts (.34 Btuh) per square foot of net heated floor area per degree Fahrenheit temperature difference. Generally, the criteria may be satisfied if the following provisions are met:

- A. Ceilings with an installed insulation thermal resistance value of R-30.
- B. Exterior walls with an installed insulation thermal resistance value of R-13.
 - C. Floors over crawl spaces with an installed insulation thermal resistance value of R-19.
 - D. All windows should be insulated double pane glass or single pane glass with storm windows.
 - E. All exterior doors should be wood with storm doors or insulated metal doors.
 - F. Adequate natural or mechanical attic ventilation should be provided.
 - G. Effective with building permits issued 7/1/02, the dwelling is all electric (range-oven, heating, air conditioning, water heater, dryer).

MANUFACTURED HOUSING

In no case shall the structure's heat loss, including duct loss, be greater than 0.125 watts (0.43 Btu), per square foot of net heated floor area per degree Fahrenheit temperature difference. Generally, these criteria may be satisfied if the following provisions are met:

- A. Ceilings with an installed insulation thermal resistance value of R-19.
- B. Exterior walls with an installed insulation thermal resistance value of R-13.
- C. Floors over crawlspaces with an installed insulation thermal resistance value of R-19.
- D. All windows should be insulated double pane glass or single pane glass with storm windows.
- E. All exterior doors should be wood with storm doors in insulated metal doors.
- F. Effective with building permits issued 7/1/02, the dwelling is all electric (range-oven, heating, air conditioning, water heater, dryer).

A copy of the manufacturer's certificate stating that the manufactured home in question meets or exceeds the above thermal requirements shall be submitted to the City's Electric Utilities Department in order to obtain the 5% energy efficient discount.

PAYMENT

Bills are due and payable no later than the due date reflected on the bills, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

CONTRACT PERIOD

The contract period shall not be less than one year.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 16. That the following Extra Facilities Charges – Generation Schedule 70 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Extra Facilities Charges – Generation Schedule 70

AVAILABILITY

Service under this schedule is intended to be in conjunction with the following rate schedules: Medium General Service CP – Schedule 12, Large General Service #2 CP – Schedule 6, and Large General Service AI CP – Schedule 13. This schedule is available for parallel operation of City-owned, operated and maintained generation systems located on the customer's premises for the purpose of demand reduction during load management periods. This schedule is to be used in conjunction with the provisions of a generation agreement with the City.

This schedule is available on a first come, first serve basis provided that the aggregate capacity of all the recognized generators operation on the City's electric system shall not exceed that of the City of New Bern's generation allocation as required by the North Carolina Eastern Municipal Power Agency policy. If a customer's proposed installation results in exceeding the aforementioned threshold, the customer will be notified that service under this schedule will not be available.

MONTHLY RATES Existing City Owned Generator

Based on Generator Nameplate Rating: kW Capacity Rating

\$2.96 per kW

New City Owned Generator

All new generator installations or new replacement generator installations shall be billed in accordance with the City of New Bern Customer Service policies for "Extra Facilities" under Schedule 70.

CONTRACT PERIOD

Service will be provided under this schedule only after a generation agreement is executed including special terms and conditions for the customer's requirements, if any, which are satisfactory to the City.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If nay bill is not so paid, the City has the right to suspect service in accordance with its service regulations.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 17. That the following Renewable Resource Facilities Credit Schedule 60 is hereby adopted June 14, 2022:

CITY OF NEW BERN Renewable Resource Facilities Credit Schedule 60

AVAILABILITY

Service under this schedule is intended to be in conjunction with the applicable rate schedule and is available for parallel operation of non-City-owned, single-phase, small generation systems, which are rated at 10 kWh or less for residential customers, and 100 kWh or less for non-residential customers. These systems shall be derived from renewable resources including photovoltaic, wind-powered, or bio-mass-fueled generating systems without battery storage located at the customer's primary residence or business. The generating system that is used in parallel operation with service from the City and located on the customer's premises must be manufactured, installed, and operated in accordance with all governmental and industry standards, meet all requirements of the local code official, and must fully conform with City of New Bern's applicable renewable energy interconnection interface criteria. Customer with qualified systems may apply for NC Green Power credits.

This schedule is available on a first come, first serve basis, provided that the aggregate capacity of all the customer generators operating pursuant to this schedule shall not exceed 5% of the City of New Bern's retail peak load for the prior calendar year. If a customer's proposed installation results in exceeding the aforementioned 5% threshold, the customer will be notified that service under this schedule is not available.

TYPE OF SERVICE

The only type of service to which this Schedule is applicable is alternating current, 60 hertz, single-phase, or three-phase, two, three, or four wires at company's standard voltages of 480 volts or less.

MONTHLY CREDIT Energy Credit:

All kWh delivered

\$0.0487 per kWh

CONTRACT PERIOD

Service will be provided under this schedule only after a service agreement is executed including special terms and conditions for the customer's requirements, if any, which are satisfactory to the City.

SPECIAL CONDITIONS

- Renewable energy generators, non-fossil energy sources caused by acts of nature such as wind or solar, are permitted as supplements to the customer's energy requirements provided the City is granted the right to install, operate, and monitor special equipment to measure the customer's load or any part thereof, and can obtain any other data necessary to determine the operating characteristics and effects of the installation.
- 2. All installations of non-City-owned, small generation systems to be operated in parallel with the City electric system shall be required to comply with the North Carolina Utilities Commission (NCUC) "Standard for Interconnecting Small Generation 100 kW or less with Electric Power Systems (EPS)." It is the customer's responsibility to ensure compliance with all such NCUC requirements, file all applications, and resolve all fees associated with the NCUC's interconnection standard prior to the parallel operation of any installed equipment.

- 3. Customers with renewable energy generators, as outlined above, that are designated to operate in excess of the customer's load at any time are required to function in compliance with the City's Supplemental Power Supply contract with the North Carolina Eastern Municipal Power Agency. Under this requirement, each customer will be required to enter into a unique Electric Service Agreement with the City detailing the specifications of the installation the rate schedule to be followed for the power supplied by the renewable resource generator. The customer's service shall be metered with two meters one to measure all energy provided by the City and used by the customer, and all other to measure the amount of energy generated by the customer's renewable energy generator.
- 4. All customers applying for installations of photovoltaic non-City-owned, small generation systems to be operated in parallel with the City electric system shall be required to complete and comply with the City of New Bern's Application and Procedures for Interconnecting a Certified Photovoltaic Generating Facility ("Application"). The customer must complete the Application and submit the same to the City prior to receiving service under this schedule.
- 5. All customers who install a non-City-owned, small generation system to be operated in parallel with the City electric system shall be required to submit a certification of general liability insurance naming the City as additional insured in the amount of \$100,000 per occurrence. Certifications are to be submitted for review and approval by the City on an annual basis as long as the renewable resource generator is interconnected with the City's electric system.
- 6. In the event that the City determines that it is necessary to install a dedicated transformer or other equipment to protect the safety and adequacy of electric service provided to other City customers, the customer shall pay a Monthly Facilities Charge of 2% of the total installed cost of such additional facilities. The Monthly Facilities Charge shall not be less than \$25.00.
- 7. The City reserves the right to test the customer's alternative energy generator for compliance with the applicable interface criteria. Should the City determine that the customer's installation is in violation of such criteria, the City will disconnect the alternative energy generator from the City's electric distribution system. The customer's alternative energy generator will remain disconnected until the installation is brought back into compliance with the applicable interface criteria.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 18. That the following Commercial/Industrial Load Data Profile Service, Schedule LPDS is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Commercial/Industrial Load Profile Data Service Schedule – LPDS

AVAILABILITY

This schedule is available for City of New Bern commercial and industrial customers receiving electric service at a single point of delivery and utilizing any of the commercial or industrial rate schedules. This schedule is not available for residential service.

TYPE OF SERVICE

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This service provides customers with self-service access to load profile meter information via an internet portal. Service requires a customer provided internet service to access the service.

One time set up fee per meter	\$150.00
MONTHLY RATES Day After Data Service: 15-minute interval data updated the day after consumption	\$40.50
Same Day Hourly Data Service: 15-minute interval data updated hourly	\$90.00

AVAILABILITY OF SERVICE

The City will use reasonable effort to ensure the availability of data is not delayed or interrupted, however, the City is not able to guarantee service. The City shall not be liable for force majeure for any failure to deliver service beyond its control and not limited to acts of God, acts of public enemy, natural disasters, severe weather or interruptions in power. The customer shall indemnify and hold the City harmless with respect to all costs and expense whatsoever, including, but not limited to, attorney's fees and court costs incurred in connection with, or as a result of, any and all such claims for damage arising out of or in connection with its use of this service.

SALES TAX

To the above chares will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year and continuously renew. The contract may be terminated by either party in whole or part for convenience upon a ninety (90) day written notice.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 19. That the following Area Lighting Schedule 04 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Area Lighting Schedule Schedule 04

AVAILABILITY

This schedule is available for service supplied to the lighting of outdoor areas, private streets, and private driveways by means of mercury vapor or sodium vapor lighting units. Lighting units will be bracket mounted on City-owned poles, and the mercury vapor lamps will be color corrected.

This Schedule is not available for the lighting of dedicated streets or highways.

SERVICE

Prior to installing area lighting facilities, the customer and the City must execute the City's form entitled "Application for Area Lighting Service". The service supplied by the City will include the installation and operation, according to City standards and requirements, of the area lighting units, and will include the furnishing of electricity required for the illumination of the lamps from dusk to dawn. After the customer has notified the City that a lamp is not burning, the City will perform, as soon as practicable during regular working hours, the necessary maintenance to restore illumination. The lumen rating of the lighting units listed under the Monthly Rate indicates the class of lamp.

MONTHLY RATES

Overhead Service

BASIC RATE: The basic rate per fixture defined below will be billed for installations of standard area lighting fixtures installed on City's system distribution poles. The basic rate does not include the monthly charges for additional facilities, area lighting poles, underground service or any contribution required under this Schedule:

	Monthly Charge Per Fixture	Monthly kWh Per Fixture
Mercury Vapor (Obsolete - Not Availa	able for new or replacement service)	
7,000 lumen semi-enclosed 175w	\$11.40	69
7,000 lumen 175 w	\$13.27	69
21,000 lumen 400 w	\$20.70	149
21,000 lumen 400 w flood	\$25.58	160
60,000 lumen 1000w	\$40.70	382
60,000 lumen flood 1000 w flood	\$44.60	
Sodium Vapor (Obsolete - Not Availal	ble for new or replacement service)	
5,000 lumen semi-enclosed	\$9.28	
9.500 lumen 100 w	\$15.12	46
22,000 lumen 150 w	\$18.74	86
27,500 lumen flood 250w	\$21.32	109
27,500 lumen 400 w	\$29.54	152
50,000 lumen flood 400 w	\$33.15	168

Retrofit Sodium Vapor (*Retrofitt replacement service)	ed Prior to September 19, 1983) (Ob	solete – Not Available for new or
12,000 lumen 150w	\$17.09	59
38,000 lumen	\$24.34	135
Metal Halide Obsolete - Not Av	ailable for new or replacement servic	e)
500w cobra head	\$33.15	168
1000w flood	\$44.60	382
*A retrofit sodium vapor unit is a	mercury vapor unit retrofitted with a	sodium vapor lamp. LED
50w	\$18.74	18
300w flood	\$33.15	108

Underground Service

For underground service, the monthly bill will be increased by \$4.90 per pole, in lieu thereof, a one-time contribution of \$246.51 per pole. The monthly pole charge, if selected, may be terminated at any time upon payment by Customer of the one-time contribution. The monthly pole charge defined below will also be applicable to underground service.

	Area Lighting Poles	
	Monthly Charge Per Pole	
Wood	\$2.93	
Special Metal or Fiberglass Pot	\$6.94	

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

ADDITIONAL FACILITIES

- Multiple area lighting fixtures may be installed per pole subject to the City's review and approval. The monthly charge for each additional fixture will be the charge in accordance with the Monthly Rate for that fixture, plus 2% of the estimated installed cost of the facilities necessary to serve the multiple fixture installation excess of that normally required to provide standard area lighting service.
- For each distribution transformer and/or primary conductor extension, 2% of the estimated installed cost of the required facilities.
- For an underground circuit in excess of 250 feet for an area lighting pole, 2% of the estimated installed cost of the excess circuit.
- For a metal pole, 2% of the estimated installed cost of overhead or underground metal poles requiring special construction of features which are in excess of the estimated installed cost of standard underground metal poles.
- 5. When more energy efficient and otherwise more practical lighting units become available to the City, they will be made available for use under this schedule. The appropriate charge for such units will be

developed by the City Electric Department. Said charges are to be incorporated by amendment to this Schedule by the City.

NON-REFUNDABLE CONTRIBUTION

- In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than the City's normal materials and methods, the customer will contribute the additional cost incurred as a result thereof.
- The customer will contribute the estimated cost of installing cables under paved or landscaped surface areas; however, the customer may cut and replace the pavement or surface in lieu of making the contribution.
- 3. Service supplied under the Monthly Rate in this schedule does not include the conversion of existing overhead secondary conductors to underground. Should the customer desire such a conversion under this schedule, the customer will contribute the City, in addition to the applicable contribution above, the estimated net loss in salvage value of the overhead facilities being removed. The customer will thereafter pay the applicable rate for underground service.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than three years for overhead service and not less than five years for underground service and shall extend from year to year thereafter until terminated by the customer or the City. The customer may terminate the agreement before the expiration of the initial contract period by paying to the City a sum of money equal to 40% of the bills which otherwise would have been rendered for the unexpired months of the initial contract period.

The City may require the customer to initially make a termination deposit which will not exceed the termination amount computed in accordance with the above paragraph. Such termination deposit will be refunded in equal amounts at the end of each full year service is rendered. This annual refund will be the termination deposit divided by the number of years in the contract period.

GENERAL

Service rendered under this schedule is subject to the provisions of the City of New Bern Customer Service Policies.

SECTION 20. That the following Street Lighting Service Schedule 32-A is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Street Lighting Service Schedule 32-A

AVAILABILITY

This schedule is available for service supplied in the lighting of dedicated public streets, highways, and municipally owned and operated public parks and public parking lots, by lighting fixtures mounted on City-owned poles for the City of New Bern.

SERVICE

The service supplied by the City will include the installation of a street lighting system, according to the City's standards and requirements, which will be owned, maintained, and operated by the City, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. The lumen ratings of lighting units listed under the monthly rate indicates the general class of the lamp.

MONTHLY RATES

Overhead Service

Basic Rate: The basic rate per fixture defined below will be billed for installations of standard street lighting fixtures installed on the City's electric system distribution poles. The basic rate does not include the monthly charges for additional facilities, street lighting poles, underground service, or any contribution required under this schedule and under the City of New Bern Customer Service Policies.

Mont	Monthly Charge Per Fixture	
Mercury Vapor (Obsolete-Not available for new	w or replacement installation)	
7,000 Lumen semi-enclosed (175w)	\$8.44	
7,000 Lumen (175w)	\$8.44	
21,000 Lumen (400w)	\$13.18	
Metal Halide (Obsolete-Not available for new o	or replacement installation)	
400w flood	\$13.18	
1000w flood	\$14.47	
Sodium Vapor (Obsolete-Not available for new	or replacement installation)	
9.500 Lumen (100w)	\$7.79	
22,000 Lumen (150w)	\$8.44	
27,500 Lumen (250w)	\$10.77	
50,000 Lumen (400w)	\$13,18	
50,000 Lumen (400 w flood)	\$14.47	
LED		
5,240 Lumen (39w) Acorn	\$18.81	
9,505 Lumen (72w) Cobra	\$12.46	
10,868 Lumen (110w) Town & Country	\$17.62	
15,501 Lumen (160w) Gardeo	\$38.85	

ADDITIONAL FACILITIES

- Special poles and lighting fixtures normally not provided by the utility can be provided at the City's cost for fixtures.
- 2. For each primary conductor extension, 2% of the estimated installed cost of the required facilities.
- 3. For a bracket or mast arm in excess of 6 feet for underground service or 16 feet for overhead service, 2% of the estimated installed cost of the required facilities of that for standard facilities.
- 4. For an underground circuit in excess of 250 feet for a street lighting pole, 2% of the estimated installed cost of the excess circuit. Customer has the option of making a non-refundable contribution of the estimated installed cost of an underground circuit in excess of 250 feet per span in lieu of paying the monthly facilities charge for such excess circuit.
- For a metal pole, 2% of the estimated installed cost of overhead or underground metal poles requiring special construction or features which are in excess of the estimated installed cost of standard underground metal poles.
- 6. When more energy efficient and better suited lighting units become available to the City, they will be made available for use under this schedule. The appropriate charges for such units will be developed by the City Electric Department. Said charges are to be incorporated by amendment to this schedule by the City.

NON-REFUNDABLE CONTRIBUTION

- In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than City's normal materials and methods, the customer will contribute the additional cost incurred as a result thereof.
- The customer will contribute the estimated cost of installing cables under paved or landscaped surface area; however, the customer may cut and replace the pavement or surface in lieu of making the contribution.
- 3. Service supplied under the Monthly Rate in this schedule does not include the conversion of existing overhead street-lighting circuits to underground. Should the customer desire such a conversion under this schedule, customer will pay to the City, in addition to the applicable contribution and charges herein, the estimated net investment depreciated, plus removal cost, less salvage value of the overhead conductor being removed.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspect service in accordance with its service regulation.

SECTION 21. That the following Street Lighting Service Schedule 32-B is hereby adopted effective June 14, 2022.

CITY OF NEW BERN Street Lighting Service Schedule 32-B (Residential Subdivision)

AVAILABILITY

This schedule is available for service supplied in the lighting of residential dedicated public streets by means of mercury vapor or sodium vapor lighting units installed within residential subdivisions, consisting of single or duplex dwelling units, located outside the corporate limits of a municipality at the time of the installation. This schedule is not available to supply service for the lighting of parking lots, shopping centers, other public or commercial areas within the residential subdivision, or areas not specifically provided for by the provisions herein.

SERVICE

The service supplied by the City will include the installation of a street lighting system, according to the City's standards and requirements, which will be owned, maintained, and operated by the City, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. Lighting units will be located by the City to provide the most uniform lighting possible in the residential area. The lumen ratings of the lighting units furnished under the monthly rate indicate the class of lamp.

MONTHLY RATES

The following amount will be added to each monthly bill rendered for residential electric service within the subdivision:

Overhead Distribution Area

Bracket-mounted, enclosed luminaire on approved woo	od pole 1 light
Per 10 customers or major fraction thereof	
7,000 lumen mercury vapor	\$1.47 per customer
9,500 lumen sodium vapor	\$1.47 per customer
1 light per 5 customers or major fraction thereof	
7,000 lumen mercury vapor	\$2.94 per customer
9,500 lumen sodium vapor	\$2.94 per customer

Underground Distribution Area

Bracket-mounted, enclosed luminaire on approved wo	ood pole 1 light
Per 10 customers or major fraction thereof	
7,000 lumen mercury vapor	\$2.09 per customer
9,500 lumen mercury vapor	\$2.09 per customer
1 light per 5 customers or major fraction thereof	
7,000 lumen mercury vapor	\$4.18 per customer
9,500 lumen mercury vapor	\$4.18 per customer

Bracket-mounted, enclosed luminaries on standard met	tal pole
1 light per 10 customers or major fraction thereof	
7,000 lumen mercury vapor	\$2.38 per customer
9,500 lumen sodium vapor	\$2.38 per customer
1 light per 6 customers or major fraction thereof	
7,000 lumen mercury vapor	\$3.99 per customer
Approved Post-Mounted Type Luminaries	
1 Light per 10 customers or major fraction thereof	
7,000 lumen mercury vapor	\$2.38 per customer
9,500 lumen sodium vapor	\$2.38 per customer
1 Light per 6 customers or major fraction thereof	
7,000 lumen mercury vapor	\$3.99 per customer
9,500 lumen sodium vapor	\$3.99 per customer

ANNEXATION CONSIDERATION

If any of the following conditions exist, the developer of the subdivision will be required to obtain from the municipal governing agency, its written approval of the street lighting service being provided under this schedule, and the number and locations of the lights to be installed.

- 1. The subdivision abuts a boundary of the municipality.
- 2. It is known that the subdivision will be annexed into the municipality.
- 3. The municipal governing agency has enacted a subdivision control ordinance that applies to the subdivision or any portion thereof.

If the subdivision is subsequently annexed and the municipality accepts the street lighting under a street lighting service contract on the rate for the equivalent lighting unit, the following will apply:

- 1. Overhead Distribution: If the municipality accepts the street lighting service under Street Lighting Service Schedule, no monthly customer charge will be applied to the subdivision residents.
- Underground Distribution: If the municipality accepts the street lighting service under Street Lighting Service Schedule and agrees to pay the contribution under the schedule for the street lighting system, no monthly customer charge will be applied to the subdivision residents.

If the subdivision is subsequently annexed and the municipality does not accept the installed street lighting under a street lighting contract, the service will continue to be provided under this Schedule with the applicable monthly charge.

SECTION 22. That the following Street Lighting Service Schedule 32-C is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Street Lighting Service Schedule 32-C

AVAILABILITY

This Schedule is available for service supplied in the lighting of residential dedicated public streets by means of sodium vapor lighting units installed within residential subdivisions, consisting of single or duplex dwelling units, located within the city limits of the City of New Bern. This Schedule applies to all developments in which streets have not been accepted for maintenance by the City under the Land Use Ordinance. This Schedule is not available to supply service for the lighting of parking lots, shopping centers, other public or commercial areas within the residential subdivision, or areas not specifically provided for by the provisions herein.

SERVICE

The service supplied by the City will include the installation of a street lighting system, according to City's standards and requirements, which will be owned, maintained, and operated by the City, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. Lighting units will be located by the City to provide the most uniform lighting possible in the residential area. The lumen ratings of the lighting units furnished under the monthly rate indicate the class of lamp.

The developer shall open a street lighting account and sign a standard lighting contract with the City of New Bern.

The developer shall pay for all streetlights per City of New Bern Schedule 32-C until the street or streets within the development are accepted for maintenance under the Land Use Ordinance of the City of New Bern, at which time the City of New Bern will assume the cost of the lighting.

All streetlights shall be made operational once the electric system is energized, at which time the developer will become responsible for a monthly payment to the City of New Bern per the City of New Bern Street Lighting Service Schedule 32-C.

MONTHLY RATES

Codium Vanas 22 000

Overhead Service

Basic Rate: The basic rate per fixture defined below will be billed for installations of standard street lighting fixtures installed on City's system distribution poles. The basic rate does not include the monthly charges for additional facilities, street lighting poles, underground service, or any contribution required under this Schedule and under the Street Lighting Service Regulations.

Monthly Charge Per Fixture	Monthly	y Charge	Per	Fixture
----------------------------	---------	----------	-----	---------

Sodium Vapor 22,000	
Lumen (150w)	\$8.44
50,000 Lumen (400w)	\$13.18
50,000 Lumen (400w flood)	\$14.47
HPS 250w	\$10.77

[47]

ADDITIONAL FACILITIES

- 1. For primary conductor extensions, 2% of the estimated installed cost of the required facilities will be charged to the customer as outlined in the Customer Service Policies section regarding additional facilities.
- 2. For a bracket or mast arm in excess of 6 feet for underground service or 16 feet for overhead service, 2% of the estimated installed cost of the required facilities of that for standard facilities will be charged to the customer as outlined in the Customer Service Policies section regarding additional facilities.
- 3. For an underground circuit in excess of 250 feet for the installation of a street light pole, 2% of the estimated installed cost will be considered an additional facility. Customer has the option of making a non-refundable contribution of the estimated install cost of an underground circuit in excess of 250 feet per span in lieu of paying the monthly facilities charge for each excess circuit.
- 4. For a metal pole, 2% of the estimated installed cost of overhead or underground metal poles requiring special construction or features which are in excess of the estimated installed cost of standard underground metal poles will be charged to the customer as outlined in the Customer Service Policies section regarding additional facilities.
- 5. When more energy-efficient and better-suited lighting becomes available to the City, they will be made available for use under this Schedule. The appropriate charges for such units will be developed by the City Electric Utility Department. Said charges are to be incorporated by amendment to this Schedule by the City.

NON-REFUNDABLE CONTRIBUTION

- 1. In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than City's normal materials and methods, customer will contribute the additional cost incurred thereby.
- 2. Customer will contribute the estimated cost of installing cables under paved or landscaped surface areas; however, Customer may cut and replace the pavement or surface in lieu of making the contribution.
- 3. Service supplied under the Monthly Rate in this Schedule does not include the conversion of existing overhead street-lighting circuits to underground. Should the customer desire such a conversion under this Schedule, customer will pay to the City, in addition to the applicable contribution and charges herein, the estimated net investment depreciated, plus removal cost, less salvage value the overhead conductor being removed.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The Contract Period shall not be less than 10 years.

GENERAL Service rendered under this Schedule is subject to the provisions of City's Street Lighting Service Regulations filed at City Hall.

SECTION 23. That the foregoing ordinance be kept on file in the Office of the City Clerk. SECTION 24. That previous ordinances in conflict with this ordinance are hereby replaced. SECTION 25. That the rates established by this Ordinance shall be in full force and effect on January 26, 2022.

ADOPTED THIS 14th DAY OF JUNE, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

AN ORDINANCE TO AMEND AND RESTATE THE RATES FOR THE CONSUMPTION OF ELECTRICITY APPLICABLE TO CUSTOMERS OF THE CITY OF NEW BERN

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

SECTION 1. That there are hereby established rates for, the consumption of energy to be charged to electric utility customers of the City of New Bern effective **June 14**, 2022, summarized as follows:

Residential – Schedule 01	Rate
Customer Charge (Per Month)	\$9.95
Energy (Per kWh) First 300 kWh	\$0.1018
Energy (Per kWh) All additional kWh	\$0.1175
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Residential – Schedule 07	Rate
Customer Charge (Per Month)	\$9.95
Energy (Per kWh) First 300 kWh	\$0.0968
Energy (Per kWh) All additional kWh	\$0.1116
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Small General Service #1 Schedule 03	Rate
Customer Charge (Per Month)	\$20.64
Energy (Per kWh) First 2325 kWh	\$0.1260
Energy (Per kWh) Next 1000 kWh	\$0.0960
Energy (Per kWh) All over 3325 kWh	\$0.0900
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Small General Service #2 Schedule 04	Rate
Customer Charge (Per Month)	\$20.64
Demand (Per kW)	\$2.31
Energy (Per kWh) First 2325 kWh	\$0.1013
Energy (Per kWh) Next 1000 kWh	\$0.0956
Energy (Per kWh) All over 3325 kWh	\$0.0887
Three Phase Charge (In addition to monthly customer charge, if applicable)	\$13.67

Economic Development Rate #5	Rate
Customer Charge (Per Month)	\$197.00
CP Demand (Per kW)	\$26.84
Excess Demand (Per kW)	\$3.94
Energy (Per kWh)	\$0.0444

Large General Service #1 CP Schedule 13	Rate
Customer Charge (Per Month)	\$166.06
CP Demand (Per kW)	\$26.84
Excess Demand (Per kW)	\$4.43
Energy (Per kWh)	\$0.0561

Commercial Electric Vehicle Charging Station CP Schedule 14	Rate
Customer Charge (Per Month)	\$166.06
CP Demand (Per kW)	\$26.84
Excess Demand (Per kW)	\$4.43
Energy (per kWh) LF =10%</td <td>\$0.10100</td>	\$0.10100
Energy (per kWh) 10% <lf <20%<="" td=""><td>\$0.07855</td></lf>	\$0.07855
Energy (per kWh) LF>20%	\$0.05610

Utility Owned Electric Vel	nicle Charging Station Schedule 15	Rate
Active Energy (per kWh) $LF < 10\%$		\$0.68
Active Energy (per kWh) 10% <lf<20< td=""><td>0%</td><td>\$0.47</td></lf<20<>	0%	\$0.47
Active Energy (per kWh) LF>20%		\$0.38
In-Active Charging (per minute)		\$0.17

Medium General Service #1 Schedule 08	Rate
Customer Charge (Monthly)	\$22.80
Demand (Per kW)	\$8.08
Energy (Per kWh)	\$0.0842

Small Wholesale Schedule 09	Rate
Customer Charge (Per Month)	\$21.78
Demand (Per kW)	\$6.69
Energy (Per kWh)	\$0.0859
Three Phase Charge (In addition to monthly Customer Charge, if applicable)	\$13.67

Large General Service #2 CP Rate Schedule 6	Rate
Customer Charge (Per Month)	\$1,214.06
CP Demand (Per kW) First 3200 kW	\$26.84
Demand (Per kW) All additional kW	\$14.94
Excess Demand (Per kW)	\$4.19
Energy (Per kWh) First 1,700,000 kWh	\$0.0529
Energy (Per kWh) All additional kWh	\$0.0445

Medium General Service #2 Schedule 10	Rate
Customer Charge (Per Month)	\$22.80
Demand (Per kWh)	\$8.95

Energy (Per kWh)	\$0.0800
Three Phase Charge (In addition to monthly Customer Charge, if applicable)	\$13.67

Medium General Service TOU Schedule 11	Rate
Customer Charge (Per Month)	\$56.78
On Peak Demand (Per kW)	\$21.57
Excess Demand (Per kW)	\$5.19
Energy (Per kWh)	\$0.0592

Medium General Service CP Schedule 12	Rate
Customer Charge (Per Month)	\$82.24
CP Demand (Per kW)	\$22.12
Excess Demand (Per kW)	\$5.24
Energy (Per kWh)	\$0.0601

Residential – Schedule 40	Rate	
Customer Charge (Per Month)	\$9.95	
Energy (Per kWh) First 300 kWh	\$0.1018	
Energy (Per kWh) 300 kWh to 800 kWh	\$0.1175	
Energy (Per kWh) All additional kWh	\$0.1013	
Three Phase Charge (In addition to monthly Customer Charge, if applicable)	\$13.67	

Residential – Schedule 50	Rate	
Customer Charge (Per Month)	\$9.95	
Energy (Per kWh) First 300 kWh	\$0.0968	
Energy (Per kWh) 300 kWh to 800 kWh	\$0.1116	
Energy (Per kWh) All additional kWh	\$0.0948	
Three Phase Charge (In addition to monthly Customer Charge, if applicable)	\$13.67	

	Extra Facilities Charge – Generation Schedule 70	Rate
Facilities Charge	Per kW based on Generator Nameplate Rating	\$2.96

(Renewable Resource Facilities Credit Schedule 60	Rate
Energy	Credit Per kW generated	\$0.0487

Commercial/Industrial Load Profiler Data Service - Schedule LPDS	Rate
Set Up Fee	\$150.00
Monthly Rate	\$40.50
Monthly Rate	\$90.00

	Area Lighting Schedule 04	New Rate
	High Pressure Sodium	1.1.1.1.1.1.1.1
Monthly Rate	150w (Obsolete - Not Available for new or replacement service)	\$18.74
Monthly Rate	250w (Obsolete – Not Available for new or replacement service) Metal Halide	\$21.32
Monthly Rate	400w (Obsolete - Not Available for new or replacement service)	\$33.15
Monthly Rate	1000w (Obsolete - Not Available for new or replacement service)	\$44.60
	LED	
Monthly Rate	50w	\$18.74
Monthly Rate	300w	\$33.15
	Area Lighting Poles	
Monthly Rate	Wood	\$2.93
Monthly Rate	Special Metal or Fiberglass Post	\$6.94
	Underground Service	
	One time contribution per pole	\$246.5
Monthly Rate	Increase per pole	\$4.90

	Street Lighting Poles	Rate
Monthly Rate	Wood	\$2.01
Monthly Rate	Special Metal or Fiberglass Post	\$3.51
	Underground Service	
	One Time Contribution per pole	\$246.51
Monthly Rate	Increase Per Pole	\$4.90

	Street Lighting Service Schedule 32-A	Rate
	Mercury Vapor	
Monthly Rate	175w semi enclosed (Obsolete-not available for new or replacement s	ervice) \$8.44
Monthly Rate	175w (Obsolete-not available for new or replacement service)	\$8.44
Monthly Rate	400w (Obsolete-not available for new or replacement service) Metal Halide	\$13.18
Monthly Rate	400w (Obsolete-not available for new or replacement service)	\$13.18
Monthly Rate	1000w (Obsolete-not available for new or replacement service) High Pressure Sodium	\$14.47
Monthly Rate	100w (Obsolete-not available for new or replacement service)	\$7.79
Monthly Rate	150w (Obsolete-not available for new or replacement service)	\$8.44
Monthly Rate	250w (Obsolete-not available for new or replacement service)	\$10.77
Monthly Rate	400w (Obsolete-not available for new or replacement service)	\$13.18
Monthly Rate	400w (Obsolete-not available for new or replacement service) LED	\$14.47
Monthly Rate	39w Acom	\$18.81
Monthly Rate	72w Cobra	\$12.46
Monthly Rate	110w Town & Country	\$17.62
Monthly Rate	160w Gardco	\$38.85

	Street Lighting Service Schedule 32-B	Rate
	Overhead Distribution Area	
Bracket-mounted	l, enclosed luminaries on approved wood pole	
	1 light per 10 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$1.47
	I light per 10 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$2.94
	Underground Distribution Area	
Bracket-mountea	l, enclosed luminaries on standard metal pole	
	1 light per 10 customers on major fraction thereof	
per customer	150w High Pressure Sodium	\$2.09
	1 light per 10 customers on major fraction thereof	
per customer	150w High Pressure Sodium	\$4.18
Bracket-mountea	, enclosed luminaries on standard metal pole	
	1 light per 10 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$2.38
per customer	9,500 lumen sodium vapor	\$2.38
	1 light per 3 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$3.99
	1 light per 3 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$7.98
	Approve J Post-Mounted type luminaries	
	1 light per 10 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$2.38
	1 light per 6 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$3.99
	1 light per 3 customers or major fraction thereof	
per customer	150w High Pressure Sodium	\$7.98

	Street Lighting Service Schedule 3	2-C
	High Pressure Sodium	
Monthly Rate	150w	\$8.44
Monthly Rate	250w	\$10.77
Monthly Rate	400w	\$13.18
Monthly Rate	400w flood	\$14.47

SECTION 2. That the following Residential Service #1 Schedule 01 and Schedule 07 are hereby adopted effective June 14, 2022.

CITY OF NEW BERN Residential Service #1 Schedule 01, Schedule 07

AVAILABILITY

Service under this schedule is available for separately metered and billed supply of alternating electric current to single family residences, including a residential farm where the farm uses are not taken through a separate meter.

This schedule is not available for (a) individual motors rated on 15HP; (b) commercial use as in hotels, public inns, motels, auto courts, tourist camps, and trailer camps; (c) separately metered accessory buildings or equipment on residential property not suitable for residential use; or (d) bulk barns and other seasonal high use facilities.

Non-fossil energy sources caused by acts of nature, such as wind or solar, are permitted as supplements to customer's energy requirements provided the City is granted the right to install, operate and monitor special equipment to measure the customer's load, or any part thereof, and to obtain any other data necessary to determine the operating characteristics and effects of the installation.

APPLICABILITY

The schedule is applicable to all electric service of the same available type supplied to the customer's premises at one point of delivery through a one kilowatt-hour meter in accordance with Schedule 01 and Schedule 07 below.

ADDITONAL POINTS OF DELIVERY

Additional points of delivery installed on structures at same premises for other than residential dwelling purposes shall be billed under the appropriate rate schedule.

TYPE OF SERVICE

The type of service to which this schedule is applicable are alternating current, 60 hertz, either single-phase two or three wires, or three-phase four wires at City's standard voltages of 240 volts or less.

SCHEDULE 01

MONTHLY RATES For Single-Phase Service

Basic Customer Charge

\$9.95

[6]

Energy Charges	
For all first 300 kilowatt hours	\$0.1018
For all additional kilowatt hours	\$0.1175

For Three-Phase Service

The bill computed for single-phase service plus \$13.67.

SCHEDULE 07 (Energy Efficient Residential Rate)

ENERGY CONSERVATION DISCOUNT

Where customer notifies company and customer's dwelling complies with the thermal requirements herein, participates fully in the City of New Bern Load Management program, and operates no fossil fuel burning appliances for the purpose of heating or production of hot water, the Schedule E01 kWh charges will be discounted by 5% kWh.

MONTHLY RATES	
For Single-Phase Service	
Basic Customer Charge	\$9.95
Energy Charges	
For the first 300 kilowatt hours	\$0.0968
For all additional kilowatt hours	\$0.1116 (See E50)

For Three-Phase Service The bill computed for single-phase service plus \$13.67

THERMAL REQUIREMENTS CONVENTIONAL

HOUSING

In no case shall the structure's heat loss, including duct heat loss, be greater than 0.1 watts (.34 Btuh) per square foot of net heated floor area per degree Fahrenheit temperature difference. Generally, the criteria may be satisfied if the following provisions are met:

- A. Ceilings with an installed insulation thermal resistance value of R-30.
- B. Exterior walls with an installed insulation thermal resistance value of R-13.
- C. Floors over crawl spaces with an installed insulation thermal resistance value of R-19.
- D. All windows should be insulated double pane glass or single pane glass with storm windows.
- E. All exterior doors should be wood with storm doors or insulated metal doors.
- F. Adequate natural or mechanical attic ventilation should be provided.
- G. Effective with building permits issued 7/1/02, the dwelling is all electric (range-oven, heating, air conditioning, water heater, dryer).

MANUFACTURED HOUSING

In no case shall the structure's heat loss, including duct loss, be greater than .0125 watts (0.43 Btuh), per square foot of net heated floor area per degree Fahrenheit temperature difference.

Generally, these criteria may be satisfied if the following provisions are met:

- A. Ceilings with an installed insulation thermal resistance value of R-19
- B. Exterior walls with an insulation thermal resistance value of R-13.
- C. Floors over crawl spaces with an installed insulation thermal resistance value of R-19.
- D. All windows should be insulated double pane glass or single pane glass with storm windows.
- E. All exterior doors should be wood with storm doors or insulated metal doors.
- F. Effective with building permits issued 7/1/02, the dwelling is all electric (range-oven, heating, air conditioning, water heater, dryer).

A copy of the manufacturer's certificate stating that the manufactured home in question meets or exceeds the above thermal requirements shall be submitted to the City's Electric Utilities Department in order to obtain the 5% energy efficient discount.

PAYMENTS

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

CONTRACT PERIOD

The contract period shall not be less than one year.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 3: That the following Small General Service #1 Schedule 03 is hereby adopted effective June 14, 2022.

CITY OF NEW BERN Small General Service #1 Schedule 03

AVAILABILITY

This schedule is available for electric service at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with monthly energy readings of less than 2500 kWh for at least ten of the preceding twelve months. When the customer's monthly energy has equaled or exceeds 2500 kWh for at least three of the preceding twelve months, the City may install a demand meter to determine the maximum 15-minute demand and begin billing the customer for demand under Small General Service Schedule 04.

This schedule is not available: (1) for residential service; (2) for resale service; (3) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering, or (4) whenever the monthly energy equals or exceeds 2500 kW for at least three of the preceding twelve months. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year in one-year increments from the month that the customer first started receiving bills under a new schedule.

When the customer has installed generating or converting equipment that can operate in parallel with the City's service, the customer shall install the protective equipment acceptable to the City that will protect the City's employees, its other customers, and its distribution system. The City shall have the right to suspend delivery of electricity to the customer with such generating or converting equipment until the customer has installed the protective equipment.

APPLICABILITY

This schedule is applicable to all electric service of the same available type suppled to the customer's premises at one point of delivery through one meter.

MONTHLY RATES For Single-Phase Service

Customer Charge	\$20.64
Energy Charges	
First 2325 kWh	\$0.1260 per kWh
Next 1000 kWh	\$0.0960 per kWh
Over 3325 kWh	\$0.0900 per kWh

For Three-Phase Service Bill for single-phase service plus \$13.67

DETERMINATION OF DEMAND

Any time demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENTS

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for the City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the customer shall pay for the lines extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 4. That the following Small General Service #2 Schedule 04 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Small General Service #2 Schedule 04

AVAILABILITY

This schedule is available for electric service at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with monthly energy readings of 2500 kWh or greater for at least three of the preceding twelve months but with demand reading of less than 35kWh for at least eleven of the preceding twelve months.

This schedule is not available; (1) for residential service; (2) for resale service; (3) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering, or (4) whenever the monthly demand equals or exceeds 35kW for at least two of the preceding twelve months. In order to determine the applicable rate schedule for a customer, the City will review the customer's monthly readings once a year, in one-year increments from the month that the customer first started receiving bills under a new schedule.

When the customer has installed generating or converting equipment that can operate in parallel with the City's service, the customer shall install the protective equipment acceptable to the City that will protect the City's employees, its other customers, and its distribution system. The City shall have the right to suspend delivery of electricity to the customer with such generating or converting equipment until the customer has installed the protective equipment.

APPLICABILITY

This schedule is applicable to all electric service of the same available type supplied to the customer's premises at one point of delivery through one meter.

MONTHLY RATES

For Single-Phase Service

Customer Charge	\$20.64
Energy Charges	
First 2325 kWh	\$0.1013 per kWh
Next 1000 kWh	\$0.0956 per kWh
All over 3325 kWh	\$0.0887 per kWh
Demand Charge	\$2.31
For Three-Phase Service	
Bill for single-phase service plus \$13.67	

DETERMINATION OF DEMAND

The billing demand shall be the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle.

Any time demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENTS

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued; and
- 2. That where it is necessary for the City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 5. That the following Economic Development CP Rate Schedule EDR4 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Economic Development CP Rate Large General Service Minimum Demand = 350 kW Schedule EDR5

APPLICABILITY

The Economic Development (ED) Rate set forth in this schedule is available to new loads or load expansions of commercial or industrial customers which meet the following requirements:

- 1. Have at least a 350 kW annual peak demand;
- 2. In the case of new loads, have not been served by the City prior to the date on which service of such load under this ED rate commences, except as necessary to maintain a minimum level of service prior to full operation;
- 3. In the case of load expansions, are at least an incremental addition of 200 kW to the facility's highest Non-Coincidental Peak Demand for the previous twelve (12) months of service and are the result of adding new full-time employees to the organization of at least 100 persons;
- 4. Are individually metered;
- 5. Are served under the provision of a service agreement with the City; and
- 6. Are approved by the Board of Aldermen and the City Manager.

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering.

CONTRACT PERIOD

Service under this rate is only available to new loads or load expansions for a period of five (5) years, following the date of full operation.

At the end of the customer's eligibility for this rate, the customer will then be switched to the appropriate standard rate schedule based on load size and characteristics.

MONTHLY RATES

Customer Charge	\$197.00 per billing cycle
kW Demand Charge	
All Coincident Peak (CP) Demand	\$26.84 per CP kW
Energy Channel	
Energy Charge	
All kWh	\$0.0444 per kWh
Excess Demand	\$3.94 per kW

The minimum charge shall be such as may be contracted for, but not less than the sum of the charges in A, B, C and D above.

DETERMINATION OF DEMAND

<u>Coincident Peak (CP) Demand</u>: The Coincident Peak (CP) Demand shall be the customer's contribution to the City's 60-minute interval which is used by the North Carolina Eastern Municipal Power Agency (NCEMPA) for wholesale billing purposes during the current calendar month.

Excess Demand: Excess Demand shall be the difference between the maximum 15-minute demand recorded during the current billing cycle and the Coincident Peak (CP) Demand for the same billing cycle.

<u>Any Time Demand</u>: Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

 $\underline{kWh:}$ The letters kWh of energy consumption shall be the total usage of electricity during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by the City will be provided to the customer by the direct telephone communications or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENTS

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 6. That the following Large General Service #1 – CP Schedule 13 is hereby adopted effective June 14, 2022;

CITY OF NEW BERN Large General Service #1 – CP Schedule 13

AVAILABILITY

This schedule is available for electric service at a single point of delivery at one of the City's standard voltages, used by any non-residential customer with a monthly demand between 750 kWh and 2,000 kW for at least two of the preceding twelve months.

This schedule is not available for (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest any time demand (kW) at the point of utility metering or (5) whenever the monthly demand exceeds 100,000 kW. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year, in one-year increments from the month that the customer first starter receiving bills under a new schedule.

MONTHLY RATES

Customer Charge Energy Charge All kWh Demand Charges Coincident Peak Demand Excess Demand \$166.06 per month \$0.0561 per kWh

\$26.84 per kW \$4.43 per kW

DETERMINATION OF DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the customer's billing.

Excess Demand shall be the highest 15-minute demand recorded during the current billing cycle, less the Monthly Coincident Peak Demand for the current billing cycle.

Any time demand shall be the highest 15-minute demand recorded during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided Notification by the City will be provided to the customer by direct telephone communication or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

POWER FACTOR CORRECTION

Where the power factor of the consumer's installation is less than 85%, the City may correct kWh consumption for the month by multiplying by 85 and dividing by the actual power factor. SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspect service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 7. That the following Commercial Electric Vehicle Charging Station – CP Schedule 14 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Commercial Electric Vehicle Charging Station Service – CP Schedule 14

AVAILABILITY

This schedule is available for electric service at a single point of utility metering at one of the City's standard voltages, for the purpose of providing power at commercially owned electric vehicle (EV) charging stations.

This schedule is not available whenever the monthly anytime demand exceeds 1,000 kW.

MONTHLY RATES	
Customer Charge	\$166.06 per month
Energy Charge	
Load Factor less than or equal to 10%	\$0.10100 kWh
Load Factor greater than 10% and less than or equal to 20%	\$0.07855 per kWh
Load Factor greater than 20%	\$0.0561 per kWh
Demand Charges	
Coincident Peak Demand	\$26.84 per kW
Excess Demand	\$4.43 per kW

DETERMINATION OF BILLING DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the customer's billing.

Excess Demand shall be the highest 15-minute any time demand recorded during the current billing month, less the Monthly Coincident Peak Demand for the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

DETERMINATION OF ENERGY

Energy charge shall be determined by the calculated monthly load factor (LF). The energy charge shall adjust up or down when the calculated monthly load factor exceeds the threshold for a period of six (6) consecutive billing cycles. Load factor shall be determined by the total energy hours used during the billing cycle divided by the product of the anytime demand and the number hours in the billing cycle.

LF=kWh / (Any Time Demand X Hours in Billing Cycle

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by

the City will be provided to the customer by direct telephone communication or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

POWER FACTOR CORRECTION

Where the power factor of the consumer's installation is less than 85%, the City may correct kWh consumption for the month by multiplying by 85 and dividing by the actual power factor.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service suppled shall be for a continuous period until discontinued, and
- 2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 8. That the following Utility Owned Electric Vehicle Charging Stations – Schedule 15 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Utility Owned Electric Vehicle Charging Stations Schedule 15

PURPOSE

The City recognizes the potential growth of electric vehicles (EV) across the City's electric service territory. The purpose of this pilot program is for the City to evaluate the impact of EV charging on the public electric system and/or any interest towards owning a network of publicly accessible EV charging stations.

AVAILABILITY

This service is available for EV charging stations owned by the City of New Bern. Charging stations are available for use by the public, exclusive to vehicles attempting to charge and not exclusive to City of New Bern electric customers.

Whereas charging station is defined as single point charging and charging site may have one or more charging stations. The City may throttle the available charging capacity of both the charging site and/or charging station to balance the impact of EV charging on the public electric distribution system. The City does not guarantee availability at charging sites or charging stations.

This service is not available where the total charging site requirement exceeds 125 kW.

Obstructing access to charging sites and/or stations is subject to towing and/or fines.

USAGE RATES

Active Energy Charging	
Load Factor less than or equal to 10%	\$0.68 per kWh
Load Factor greater than 10% and less than or equal to 20%	\$0.47 per kWh
Load Factor greater than 20%	\$0.38 per kWh
In-Active Charging	
In-active charging is applied after 10 minutes	\$0.17 per minute
Of idle charging and occupying space at the charger.	

DETERMINATION OF ACTIVE ENERGY CHARGING

Active Energy Charge shall be determined by calculating monthly load factor (LF) for the charging site. The energy charge shall adjust up or down when the calculated monthly load factor exceeds the threshold for a period of six (6) consecutive calendar months. Monthly load factor shall be determined by the total charging site energy hours used during the month divided by the product of the charging site blended demand capacity and the number of hours in the billing cycle.

LF=kWh / (120.04 kW X Hours in Billing Cycle)

SALES TAX

To the above charges, taxes will be added at the point sale. Taxes will include any applicable North Carolina sales tax and/or other applicable taxes.

PAYMENT

Payment shall be made via the customers ChargePoint account. Cash and/or credit card transactions are not available.

CONTRACT PERIOD

The pilot program shall continue through February 12, 2023 per the contractual requirements set forth by the NCDEQ VW-DC Fast Program or extended as needed. Record keeping and reporting shall continue for a period of five (5) years following the expiration of the contract. At the end of the pilot program, the City may consider any further interest to own EV charging stations or divest their interest.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 9. That the following Medium General Service #1 Schedule 08 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Medium General Service #1 Schedule 08

AVAILABILITY

This schedule is available for electric service used at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with a monthly demand of 35 kW or greater for at least two of the preceding twelve months, but less than 100 kW for 11 of the preceding twelve months.

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest connected Any Time Demand (kW) at the point of utility metering. (5) or whenever the registered or computed demand equals or exceeds 100 kW. In order to determine that applicable rate schedule for a customer, the City will review that customer's monthly readings once a year in one-year increments from the month that customer first started receiving bills under a new schedule.

MONTHLY RATES

For Single-Phase Service Customer Charge Energy Charge

Demand Charge

\$22.80 \$0.0842 per kWh \$8.08 per kW

For Three-Phase Service Bill computed for single-phase service plus \$13.67.

DETERMINATION OF DEMAND

The billing demand shall be the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspect service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until disconnected, and
- 2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this Schedule is subject to the provisions of the City's Service Regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 10. That the following Small Wholesale Customer Rate Schedule 09 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Small Wholesale Customer Rate Schedule 09

AVAILABILITY

This schedule is available for electric used by a nonresidential customer at a single point of delivery at one of the City's standard voltages with a contract demand or a registered or computed demand of kW and greater but less than 750 kW.

This schedule is not available for (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year; (3) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering. (4) a new customer with a contract demand of 750 kW or more, or whenever the registered or computed demand equals or exceeds 1,000 kW in two or more of the preceding twelve months.

MONTHLY RATES

For Single-Phase Service

Customer Charge Billing Demand Kilowatt-Hour Energy \$21.78 \$6.69 per kW \$0.0859 per kWh

For Three-Phase Service

The bill computed for single-phase service plus \$13.67

CONTRACT DEMAND

The contract demand shall be the kW of demand specified in the service agreement.

DETERMINATION OF DEMAND

The billing demand shall be the greater of the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle or 30

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENTS

Bill are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 11. That the following Large General Service #2-CP Schedule 06 is hereby adopted effective June 14, 2022.

CITY OF NEW BERN Large General Service #2 – CP Schedule 06

AVAILABILITY

This schedule is available for electric service at a single point of delivery at one of the City's standard voltages, used by any non-residential customer with a monthly demand of 2000kW or greater for at least two of the preceding 12 months.

This schedule is not available for (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering or (5) whenever the monthly demand exceeds 100,000 kW. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year, in one-year increments from the month that the customer first started receiving bills under a new schedule.

MONTHLY RATES

Customer Charge Energy Charge First 700,000 kW Addition kWh

\$1,214.06 per month \$0.0529 per kW \$0.0445 per kWh

\$4.19 per kW

Demand Charges

 ncidental Peak Demand	and the second second
First 3200 kW	\$26.84 per kW
Additional kW	\$14.94 per kW

Excess Demand

DETERMINATION OF DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the customer's billing.

Excess Demand shall be the highest 15-minute demand recorded during the current billing cycle, less the Monthly Coincident Peak Demand for the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by

the City will be provided to the customer by direct telephone communications or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response notification.

POWER FACTOR CORRECTION

Where the power factor of the consumer's installation is less than 85%, the City may correct kWh consumption for the month by multiplying by 85 and dividing by the actual power factor.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 12. That the following Medium General Service #2 Schedule 10 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Medium General Service #2 Schedule 10

AVAILABILITY

This Schedule is available for electric service used at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with a monthly demand of 100 kW or greater for at least two of the preceding twelve months, but less than 750 kW for at least eleven of the preceding twelve months.

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering, (5) or whenever the monthly demand has equaled or exceeded 750 kW for at least two of the preceding twelve months. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year in one-year increments from the month that Customer first started receiving bills under a new schedule.

MONTHLY RATES For Single-Phase Service

Customer Charge	\$22.80
Energy Charge	\$0.0800 per kWh
Demand Charge	\$8.95 per kW

For Three-Phase Service Bill computed for single-phase service plus \$13.67

DETERMINATION OF DEMAND

The billing demand shall be the maximum kW registered or computed by or from the City's metering facilities during any 15-minute interval within the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for the City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's Service Regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 13. That the following Medium General Service (Time of Use) Schedule 11 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Medium General Service (Time of Use) Schedule 11

AVAILABILITY

This schedule is available on a voluntary basis for electric service at a single point of delivery at one of the City's standard voltages used by any non-residential customer with a monthly demand of 30 kW or greater, but less than 750 kW for at least 3 of the preceding 12 months. Also, this schedule is available to those customers who were being serviced under the City's small general service (time-of-use) schedule as of November 15, 1993.

This schedule is not available for Electric vehicle (EV) chargers; where EV chargers are the largest ANY TIME Demand (kW) at the point of utility metering.

TYPE OF SERVICE

Delivery of service under this schedule shall be to the customer's premises at one point of delivery through one meter.

MONTHLY RATES

Custome	er Charge	\$56.78 per month
Energy (Charge	\$0.0592 per kWh
Demand	Charges	
	On-Peak Demand	\$21.57 per kW
	Excess Demand	\$5.19 per kW

DETERMINATION OF DEMAND

The on-peak demand for billing purposes each month shall be the maximum kW demand registered or computed by or from City's metering facilities during any 15-minute interval within the peak hours of the billing cycle. The peak hours are the hours falling within the time periods every Monday through Friday (excluding holidays) listed by months below:

Summer period – Coincident with April 15 through October 15: 1:00 - 6:00 p.m. Winter period – Coincident with October 16 through April 14: 7:00 - 9:00 a.m.

Excess demand is the maximum demand registered or computed from the City's metering facilities used during any 15-minute interval in the off-peak hours of the current month, less the on-peak demand. If on-peak demand is greater than the off-peak demand, the excess demand charge will be zero.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies and may be amended from time to time.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days form the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions thereof, or additions thereto lawfully made.

SECTION 14: That the following Medium General Service - CP Rate Schedule 12 is hereby adopted effective June 14, 2022.

CITY OF NEW BERN Medium General Service- CP Rate Schedule 12

AVAILABILITY

This schedule is available on a volunteer basis for electric service used at a single point of delivery, at one of the City's standard voltages, used by any non-residential customer with a monthly demand of less than 750 kW for at least three of the preceding 12 months. Also, this schedule is available as an alternative to those customers who are currently being served under the Medium General Service rates (Schedules 4, 8 and 10) and Medium General Service Time-of-Use rates (Schedule 11).

This schedule is not available for: (1) residential service; (2) breakdown, standby, or supplementary service unless used in conjunction with applicable standby or generation service rider for a continuous period of not less than one year; (3) resale service; (4) Electric vehicle (EV) chargers; where EV chargers are the largest Any Time Demand (kW) at the point of utility metering (5) or whenever the monthly demand exceeds 750kW for at least three months. In order to determine the applicable rate schedule for a customer, the City will review that customer's monthly readings once a year in one-year increments from the month that the customer first started receiving bills under a new schedule.

INITIAL FEES

The customer will be billed for the actual cost for the City to purchase and install the CP meter facilities, communications equipment, and any associated load management equipment as required by the City.

MONTHLY RATES

Customer Charge	\$82.24 per month
Energy Charge	
All kWh	\$0.0601 per kW
Demand Charge	
Coincident Peak Demand	\$22.12 per kW
Excess Demand	\$5.24 per kW

DETERMINATION OF DEMAND

Coincident Peak Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of the Customer's billing.

Excess Demand shall be the highest 15-minute demand recorded during the current billing cycle, less the Monthly Coincident Peak Demand for the current billing cycle.

Any Time Demand shall be the highest 15-minute demand recorded during the current billing cycle.

NOTIFICATION BY THE CITY

The City will use diligent effort to predict each monthly system peak and notify the customer in advance; however, the City is not able to guarantee an accurate prediction, and notice will be provided. Notification by the City will be provided to the customer by direct telephone communication or automatic signal, as mutually agreed. The customer will hold the City harmless in connection with its response to notification.

POWER FACTOR CORRECTION

Where the power factor of the consumer's installation is less than 85%, the City may correct kWh consumption for the month by multiplying by 85 and dividing by the actual power factor.

SALES TAX

To the above will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year, except for short-term, construction, or temporary service, in which case the contract period may be for the period requested by the customer, provided the customer agrees:

- 1. That the service supplied shall be for a continuous period until discontinued, and
- 2. That where it is necessary for the City to extend lines, erect transformers, or do any work necessary to supply service, except for the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with the City's customer service policies as may be amended from time to time.

GENERAL

Service rendered under the Schedule is subject to the provisions of the City's Service Regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 15. That the following Residential Service Schedule 40 and Schedule 50 is hereby adopted effective June 14, 2022.

CITY OF NEW BERN Residential Service Schedule 40, Schedule 50

AVAILABILITY

Service under this schedule is available for separately metered and billed supply of alternating electric current to single family residences, including a residential farm where the farm uses are not taken through a separate meter.

A one-ton minimum central air conditioner must be present at these services, and these services must be participating in the 100% Air Conditioner Load Control Program. Under the 100% control, and air conditioner's compressor is turned off for the duration of every load management period. All applicable appliances must have load-management switches installed to participate in this rate schedule.

This schedule is not available for (a) individual motors rated on 15HP; (b) commercial use as in hotels, public inns, motels, auto courts, tourist camps, and trailer camps; (c) separately metered accessory buildings or equipment on residential property not suitable for residential use; or (d) bulk barns or other seasonal high use facilities.

Non-fossil energy sources caused by acts of nature, such as wind or solar, are permitted as supplements to customer's energy requirements provided City is granted the right to install, operate and monitor special equipment to measure customer's load or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation.

APPLICABILITY

The schedule is applicable to all electric service of the same available type supplied to the customer's premises at one point of delivery through one kilowatt-hour meter in accordance with Schedule 40 and Schedule 50 below.

ADDITIONAL POINTS OF DELIVERY

Additional points of delivery installed on structures at same premises for other than residential dwelling purposes shall be billed under the appropriate General Service Rate Schedule.

TYPE OF SERVICE

The types of service to which this schedule is applicable are alternating current, 60 hertz, either single-phase two or three wires, or three-phase four wires at City's standard voltages of 240 volts or less.

SCHEDULE 40 (Residential 100% A/C Control) 100% Air

Condition Control Discount

For service participating in the 1 (D0Zo Air Conditioner Control, all energy usage over 800 kWh will be discounted 15% based on the Schedule E01 (Standard Residential Service) rate.

MONTHLY RATE

For Sin	gle-Phase Service	
	Basic Customer Charge	\$9.95
	Energy Charges	
	For the first 300 kilowatt hours	\$0.1018
	For >300 to 800 kilowatt hours	\$0.1175
	For all additional kilowatt hours	\$0.1013

For Three-Phase Service

The bill computed for single-phase service plus \$13.67.

SCHEDULE 50 (Energy Efficient Residential 100% A/C Control Rate) Energy Conservation Discount Where customer notifies company and customer's dwelling complies with the thermal and load management requirements referenced in Schedule E07, all energy usage will be discounted by 5% based on the Schedule E01 (Residential Service) rate in addition to the 100% Air Conditioner Control discount above.

MONTHLY RATES

For Single-Phase Service

Basic Customer Charge	\$9.95	
Energy Charges		
For the first 300 kilowatt hours	\$0.0968	
For >300 to 800 kilowatt hours	\$0.1116	
For all additional kilowatt hours	\$0.0948	

For Three-Phase Service

The bill computed for single-phase service plus \$13.67

THERMAL REQUIREMENTS

CONVENTIONAL HOUSING

In no case shall the structure's heat loss, including duct heat loss, be greater than 0.1 watts (.34 Btuh) per square foot of net heated floor area per degree Fahrenheit temperature difference. Generally, the criteria may be satisfied if the following provisions are met:

- A. Ceilings with an installed insulation thermal resistance value of R-30.
- B. Exterior walls with an installed insulation thermal resistance value of R-13.
- C. Floors over crawl spaces with an installed insulation thermal resistance value of R-19.
- D. All windows should be insulated double pane glass or single pane glass with storm windows.
- E. All exterior doors should be wood with storm doors or insulated metal doors.
- F. Adequate natural or mechanical attic ventilation should be provided.

G. Effective with building permits issued 7/1/02, the dwelling is all electric (range-oven, heating, air conditioning, water heater, dryer).

MANUFACTURED HOUSING

In no case shall the structure's heat loss, including duct loss, be greater than 0.125 watts (0.43 Btu), per square foot of net heated floor area per degree Fahrenheit temperature difference. Generally, these criteria may be satisfied if the following provisions are met:

- A. Ceilings with an installed insulation thermal resistance value of R-19.
- B. Exterior walls with an installed insulation thermal resistance value of R-13.
- C. Floors over crawlspaces with an installed insulation thermal resistance value of R-19.
- D. All windows should be insulated double pane glass or single pane glass with storm windows.
- E. All exterior doors should be wood with storm doors in insulated metal doors.
- F. Effective with building permits issued 7/1/02, the dwelling is all electric (range-oven, heating, air conditioning, water heater, dryer).

A copy of the manufacturer's certificate stating that the manufactured home in question meets or exceeds the above thermal requirements shall be submitted to the City's Electric Utilities Department in order to obtain the 5% energy efficient discount.

PAYMENT

Bills are due and payable no later than the due date reflected on the bills, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

CONTRACT PERIOD

The contract period shall not be less than one year.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 16. That the following Extra Facilities Charges – Generation Schedule 70 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Extra Facilities Charges – Generation Schedule 70

AVAILABILITY

Service under this schedule is intended to be in conjunction with the following rate schedules: Medium General Service CP – Schedule 12, Large General Service #2 CP – Schedule 6, and Large General Service AI CP – Schedule 13. This schedule is available for parallel operation of City-owned, operated and maintained generation systems located on the customer's premises for the purpose of demand reduction during load management periods. This schedule is to be used in conjunction with the provisions of a generation agreement with the City.

This schedule is available on a first come, first serve basis provided that the aggregate capacity of all the recognized generators operation on the City's electric system shall not exceed that of the City of New Bern's generation allocation as required by the North Carolina Eastern Municipal Power Agency policy. If a customer's proposed installation results in exceeding the aforementioned threshold, the customer will be notified that service under this schedule will not be available.

MONTHLY RATES Existing City Owned Generator

Based on Generator Nameplate Rating: kW Capacity Rating

\$2.96 per kW

New City Owned Generator

All new generator installations or new replacement generator installations shall be billed in accordance with the City of New Bern Customer Service policies for "Extra Facilities" under Schedule 70.

CONTRACT PERIOD

Service will be provided under this schedule only after a generation agreement is executed including special terms and conditions for the customer's requirements, if any, which are satisfactory to the City.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If nay bill is not so paid, the City has the right to suspect service in accordance with its service regulations.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 17. That the following Renewable Resource Facilities Credit Schedule 60 is hereby adopted June 14, 2022:

CITY OF NEW BERN Renewable Resource Facilities Credit Schedule 60

AVAILABILITY

Service under this schedule is intended to be in conjunction with the applicable rate schedule and is available for parallel operation of non-City-owned, single-phase, small generation systems, which are rated at 10 kWh or less for residential customers, and 100 kWh or less for non-residential customers. These systems shall be derived from renewable resources including photovoltaic, wind-powered, or bio-mass-fueled generating systems without battery storage located at the customer's primary residence or business. The generating system that is used in parallel operation with service from the City and located on the customer's premises must be manufactured, installed, and operated in accordance with all governmental and industry standards, meet all requirements of the local code official, and must fully conform with City of New Bern's applicable renewable energy interconnection interface criteria. Customer with qualified systems may apply for NC Green Power credits.

This schedule is available on a first come, first serve basis, provided that the aggregate capacity of all the customer generators operating pursuant to this schedule shall not exceed 5% of the City of New Bern's retail peak load for the prior calendar year. If a customer's proposed installation results in exceeding the aforementioned 5% threshold, the customer will be notified that service under this schedule is not available.

TYPE OF SERVICE

The only type of service to which this Schedule is applicable is alternating current, 60 hertz, single-phase, or three-phase, two, three, or four wires at company's standard voltages of 480 volts or less.

MONTHLY CREDIT Energy Credit:

All kWh delivered

\$0.0487 per kWh

CONTRACT PERIOD

Service will be provided under this schedule only after a service agreement is executed including special terms and conditions for the customer's requirements, if any, which are satisfactory to the City.

SPECIAL CONDITIONS

- Renewable energy generators, non-fossil energy sources caused by acts of nature such as wind or solar, are permitted as supplements to the customer's energy requirements provided the City is granted the right to install, operate, and monitor special equipment to measure the customer's load or any part thereof, and can obtain any other data necessary to determine the operating characteristics and effects of the installation.
- 2. All installations of non-City-owned, small generation systems to be operated in parallel with the City electric system shall be required to comply with the North Carolina Utilities

Commission (NCUC) "Standard for Interconnecting Small Generation 100 kW or less with Electric Power Systems (EPS)." It is the customer's responsibility to ensure compliance with all such NCUC requirements, file all applications, and resolve all fees associated with the NCUC's interconnection standard prior to the parallel operation of any installed equipment.

- 3. Customers with renewable energy generators, as outlined above, that are designated to operate in excess of the customer's load at any time are required to function in compliance with the City's Supplemental Power Supply contract with the North Carolina Eastern Municipal Power Agency. Under this requirement, each customer will be required to enter into a unique Electric Service Agreement with the City detailing the specifications of the installation the rate schedule to be followed for the power supplied by the renewable resource generator. The customer's service shall be metered with two meters one to measure all energy provided by the City and used by the customer, and all other to measure the amount of energy generated by the customer's renewable energy generator.
- 4. All customers applying for installations of photovoltaic non-City-owned, small generation systems to be operated in parallel with the City electric system shall be required to complete and comply with the City of New Bern's Application and Procedures for Interconnecting a Certified Photovoltaic Generating Facility ("Application"). The customer must complete the Application and submit the same to the City prior to receiving service under this schedule.
- 5. All customers who install a non-City-owned, small generation system to be operated in parallel with the City electric system shall be required to submit a certification of general liability insurance naming the City as additional insured in the amount of \$100,000 per occurrence. Certifications are to be submitted for review and approval by the City on an annual basis as long as the renewable resource generator is interconnected with the City's electric system.
- 6. In the event that the City determines that it is necessary to install a dedicated transformer or other equipment to protect the safety and adequacy of electric service provided to other City customers, the customer shall pay a Monthly Facilities Charge of 2% of the total installed cost of such additional facilities. The Monthly Facilities Charge shall not be less than \$25.00.
- 7. The City reserves the right to test the customer's alternative energy generator for compliance with the applicable interface criteria. Should the City determine that the customer's installation is in violation of such criteria, the City will disconnect the alternative energy generator from the City's electric distribution system. The customer's alternative energy generator will remain disconnected until the installation is brought back into compliance with the applicable interface criteria.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 18. That the following Commercial/Industrial Load Data Profile Service, Schedule LPDS is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Commercial/Industrial Load Profile Data Service Schedule – LPDS

AVAILABILITY

This schedule is available for City of New Bern commercial and industrial customers receiving electric service at a single point of delivery and utilizing any of the commercial or industrial rate schedules. This schedule is not available for residential service.

TYPE OF SERVICE

This service provides customers with self-service access to load profile meter information via an internet portal. Service requires a customer provided internet service to access the service.

SET UP FEE	
One time set up fee per meter	\$150.00

MONTHLY RATES

Day After Data Service: 15-minute interval data updated the day after consumption	\$40.50
Same Day Hourly Data Service: 15-minute interval data updated hourly	\$90.00

AVAILABILITY OF SERVICE

The City will use reasonable effort to ensure the availability of data is not delayed or interrupted, however, the City is not able to guarantee service. The City shall not be liable for force majeure for any failure to deliver service beyond its control and not limited to acts of God, acts of public enemy, natural disasters, severe weather or interruptions in power. The customer shall indemnify and hold the City harmless with respect to all costs and expense whatsoever, including, but not limited to, attorney's fees and court costs incurred in connection with, or as a result of, any and all such claims for damage arising out of or in connection with its use of this service.

SALES TAX

To the above chares will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than one year and continuously renew. The contract may be terminated by either party in whole or part for convenience upon a ninety (90) day written notice.

GENERAL

Service rendered under this schedule is subject to the provisions of the City's service regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

SECTION 19. That the following Area Lighting Schedule 04 is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Area Lighting Schedule Schedule 04

AVAILABILITY

This schedule is available for service supplied to the lighting of outdoor areas, private streets, and private driveways by means of mercury vapor or sodium vapor lighting units. Lighting units will be bracket mounted on City-owned poles, and the mercury vapor lamps will be color corrected.

This Schedule is not available for the lighting of dedicated streets or highways.

SERVICE

Prior to installing area lighting facilities, the customer and the City must execute the City's form entitled "Application for Area Lighting Service". The service supplied by the City will include the installation and operation, according to City standards and requirements, of the area lighting units, and will include the furnishing of electricity required for the illumination of the lamps from dusk to dawn. After the customer has notified the City that a lamp is not burning, the City will perform, as soon as practicable during regular working hours, the necessary maintenance to restore illumination. The lumen rating of the lighting units listed under the Monthly Rate indicates the class of lamp.

MONTHLY RATES

Overhead Service

BASIC RATE: The basic rate per fixture defined below will be billed for installations of standard area lighting fixtures installed on City's system distribution poles. The basic rate does not include the monthly charges for additional facilities, area lighting poles, underground service or any contribution required under this Schedule:

	Monthly Charge Per Fixture	Monthly kWh Per Fixture
Mercury Vapor (Obsolete - Not Availa	ble for new or replacement service)	
7,000 lumen semi-enclosed 175w	\$11.40	69
7,000 lumen 175 w	\$13.27	69
21,000 lumen 400 w	\$20.70	149
21,000 lumen 400 w flood	\$25.58	160
60,000 lumen 1000w	\$40.70	382
60,000 lumen flood 1000 w flood	\$44.60	
Sodium Vapor (Obsolete - Not Availab	le for new or replacement service)	
5,000 lumen semi-enclosed	\$9.28	

9.500 lumen 100 w	\$15.12	46
22,000 lumen 150 w	\$18.74	86
27,500 lumen flood 250w	\$21.32	109
27,500 lumen 400 w	\$29.54	152
50,000 lumen flood 400 w	\$33.15	168
	ed Prior to September 19, 1983) (Ob	solete – Not Available for new or
replacement service)		
12,000 lumen 150w	\$17.09	59
38,000 lumen	\$24.34	135
Metal Halide Obsolete - Not Ava	ilable for new or replacement servic	ee)
500w cobra head	\$33.15	168
1000w flood	\$44.60	382
*A retrofit sodium vapor unit is a n	nercury vapor unit retrofitted with a	sodium vapor lamp. LED
50w	\$18.74	18
300w flood	\$33.15	108

Underground Service

For underground service, the monthly bill will be increased by \$4.90 per pole, in lieu thereof, a one-time contribution of \$246.51 per pole. The monthly pole charge, if selected, may be terminated at any time upon payment by Customer of the one-time contribution. The monthly pole charge defined below will also be applicable to underground service.

	Area Lighting Poles	
	Monthly Charge Per Pole	
Wood	\$2.93	
Special Metal or Fiberglass Pot	\$6.94	

SALES TAX To the above charges will be added any applicable North Carolina sales tax.

ADDITIONAL FACILITIES

- Multiple area lighting fixtures may be installed per pole subject to the City's review and approval. The
 monthly charge for each additional fixture will be the charge in accordance with the Monthly Rate for
 that fixture, plus 2% of the estimated installed cost of the facilities necessary to serve the multiple
 fixture installation excess of that normally required to provide standard area lighting service.
- For each distribution transformer and/or primary conductor extension, 2% of the estimated installed cost
 of the required facilities.
- 3. For an underground circuit in excess of 250 feet for an area lighting pole, 2% of the estimated installed cost of the excess circuit.
- 4. For a metal pole, 2% of the estimated installed cost of overhead or underground metal poles requiring special construction of features which are in excess of the estimated installed cost of standard underground metal poles.

5. When more energy efficient and otherwise more practical lighting units become available to the City, they will be made available for use under this schedule. The appropriate charge for such units will be developed by the City Electric Department. Said charges are to be incorporated by amendment to this Schedule by the City.

NON-REFUNDABLE CONTRIBUTION

- In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than the City's normal materials and methods, the customer will contribute the additional cost incurred as a result thereof.
- The customer will contribute the estimated cost of installing cables under paved or landscaped surface areas; however, the customer may cut and replace the pavement or surface in lieu of making the contribution.
- 3. Service supplied under the Monthly Rate in this schedule does not include the conversion of existing overhead secondary conductors to underground. Should the customer desire such a conversion under this schedule, the customer will contribute the City, in addition to the applicable contribution above, the estimated net loss in salvage value of the overhead facilities being removed. The customer will thereafter pay the applicable rate for underground service.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The contract period shall not be less than three years for overhead service and not less than five years for underground service and shall extend from year to year thereafter until terminated by the customer or the City. The customer may terminate the agreement before the expiration of the initial contract period by paying to the City a sum of money equal to 40% of the bills which otherwise would have been rendered for the unexpired months of the initial contract period.

The City may require the customer to initially make a termination deposit which will not exceed the termination amount computed in accordance with the above paragraph. Such termination deposit will be refunded in equal amounts at the end of each full year service is rendered. This annual refund will be the termination deposit divided by the number of years in the contract period.

GENERAL

Service rendered under this schedule is subject to the provisions of the City of New Bern Customer Service Policies.

SECTION 20. That the following Street Lighting Service Schedule 32-A is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Street Lighting Service Schedule 32-A

AVAILABILITY

This schedule is available for service supplied in the lighting of dedicated public streets, highways, and municipally owned and operated public parks and public parking lots, by lighting fixtures mounted on City-owned poles for the City of New Bern.

SERVICE

The service supplied by the City will include the installation of a street lighting system, according to the City's standards and requirements, which will be owned, maintained, and operated by the City, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. The lumen ratings of lighting units listed under the monthly rate indicates the general class of the lamp.

MONTHLY RATES

Overhead Service

Basic Rate: The basic rate per fixture defined below will be billed for installations of standard street lighting fixtures installed on the City's electric system distribution poles. The basic rate does not include the monthly charges for additional facilities, street lighting poles, underground service, or any contribution required under this schedule and under the City of New Bern Customer Service Policies.

Mont	hly Charge Per Fixture
Mercury Vapor (Obsolete-Not available for new	v or replacement installation)
7,000 Lumen semi-enclosed (175w)	\$8.44
7,000 Lumen (175w)	\$8.44
21,000 Lumen (400w)	\$13.18
Metal Halide (Obsolete-Not available for new o	r replacement installation)
400w flood	\$13.18
1000w flood	\$14.47
Sodium Vapor (Obsolete-Not available for new	or replacement installation)
9.500 Lumen (100w)	\$7.79
22,000 Lumen (150w)	\$8.44
27,500 Lumen (250w)	\$10.77
50,000 Lumen (400w)	\$13.18
50,000 Lumen (400 w flood)	\$14.47
LED	
5,240 Lumen (39w) Acorn	\$18.81
9,505 Lumen (72w) Cobra	\$12.46
10,868 Lumen (110w) Town & Country	\$17.62
15,501 Lumen (160w) Gardco	\$38.85

ADDITIONAL FACILITIES

- Special poles and lighting fixtures normally not provided by the utility can be provided at the City's cost for fixtures.
- 2. For each primary conductor extension, 2% of the estimated installed cost of the required facilities.
- 3. For a bracket or mast arm in excess of 6 feet for underground service or 16 feet for overhead service, 2% of the estimated installed cost of the required facilities of that for standard facilities.
- 4. For an underground circuit in excess of 250 feet for a street lighting pole, 2% of the estimated installed cost of the excess circuit. Customer has the option of making a non-refundable contribution of the estimated installed cost of an underground circuit in excess of 250 feet per span in lieu of paying the monthly facilities charge for such excess circuit.
- For a metal pole, 2% of the estimated installed cost of overhead or underground metal poles requiring special construction or features which are in excess of the estimated installed cost of standard underground metal poles.
- 6. When more energy efficient and better suited lighting units become available to the City, they will be made available for use under this schedule. The appropriate charges for such units will be developed by the City Electric Department. Said charges are to be incorporated by amendment to this schedule by the City.

NON-REFUNDABLE CONTRIBUTION

- 1. In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than City's normal materials and methods, the customer will contribute the additional cost incurred as a result thereof.
- The customer will contribute the estimated cost of installing cables under paved or landscaped surface area; however, the customer may cut and replace the pavement or surface in lieu of making the contribution.
- 3. Service supplied under the Monthly Rate in this schedule does not include the conversion of existing overhead street-lighting circuits to underground. Should the customer desire such a conversion under this schedule, customer will pay to the City, in addition to the applicable contribution and charges herein, the estimated net investment depreciated, plus removal cost, less salvage value of the overhead conductor being removed.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty

(20) days from the date of the bill. If any bill is not so paid, the City has the right to suspect service in accordance with its service regulation.

SECTION 21. That the following Street Lighting Service Schedule 32-B is hereby adopted effective June 14, 2022.

CITY OF NEW BERN Street Lighting Service Schedule 32-B (Residential Subdivision)

AVAILABILITY

This schedule is available for service supplied in the lighting of residential dedicated public streets by means of mercury vapor or sodium vapor lighting units installed within residential subdivisions, consisting of single or duplex dwelling units, located outside the corporate limits of a municipality at the time of the installation. This schedule is not available to supply service for the lighting of parking lots, shopping centers, other public or commercial areas within the residential subdivision, or areas not specifically provided for by the provisions herein.

SERVICE

The service supplied by the City will include the installation of a street lighting system, according to the City's standards and requirements, which will be owned, maintained, and operated by the City, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. Lighting units will be located by the City to provide the most uniform lighting possible in the residential area. The lumen ratings of the lighting units furnished under the monthly rate indicate the class of lamp.

MONTHLY RATES

The following amount will be added to each monthly bill rendered for residential electric service within the subdivision:

Overhead Distribution Area

Bracket-mounted, enclosed luminaire on approved wood pole 1 light

Per 10 customers or major fraction thereof	
7,000 lumen mercury vapor	\$1.47 per customer
9,500 lumen sodium vapor	\$1.47 per customer
1 light per 5 customers or major fraction thereof	and the first second second
7,000 lumen mercury vapor	\$2.94 per customer
9,500 lumen sodium vapor	\$2.94 per customer

Underground Distribution Area

Bracket-mounted, enclosed luminaire on approved wo	ood pole 1 light
Per 10 customers or major fraction thereof	
7,000 lumen mercury vapor	\$2.09 per customer
9,500 lumen mercury vapor	\$2.09 per customer
1 light per 5 customers or major fraction thereof	· · · · · · · · · · · · · · · · · · ·
7,000 lumen mercury vapor	\$4.18 per customer
9,500 lumen mercury vapor	\$4.18 per customer

tal pole
\$2.38 per customer
\$2.38 per customer
\$3.99 per customer
\$2.38 per customer
\$2.38 per customer
ALL AND AND A DECISION
\$3.99 per customer
\$3.99 per customer

ANNEXATION CONSIDERATION

If any of the following conditions exist, the developer of the subdivision will be required to obtain from the municipal governing agency, its written approval of the street lighting service being provided under this schedule, and the number and locations of the lights to be installed.

- 1. The subdivision abuts a boundary of the municipality.
- 2. It is known that the subdivision will be annexed into the municipality.
- 3. The municipal governing agency has enacted a subdivision control ordinance that applies to the subdivision or any portion thereof.

If the subdivision is subsequently annexed and the municipality accepts the street lighting under a street lighting service contract on the rate for the equivalent lighting unit, the following will apply:

- 1. Overhead Distribution: If the municipality accepts the street lighting service under Street Lighting Service Schedule, no monthly customer charge will be applied to the subdivision residents.
- Underground Distribution: If the municipality accepts the street lighting service under Street Lighting Service Schedule and agrees to pay the contribution under the schedule for the street lighting system, no monthly customer charge will be applied to the subdivision residents.

If the subdivision is subsequently annexed and the municipality does not accept the installed street lighting under a street lighting contract, the service will continue to be provided under this Schedule with the applicable monthly charge.

SECTION 22. That the following Street Lighting Service Schedule 32-C is hereby adopted effective June 14, 2022:

CITY OF NEW BERN Street Lighting Service Schedule 32-C

AVAILABILITY

This Schedule is available for service supplied in the lighting of residential dedicated public streets by means of sodium vapor lighting units installed within residential subdivisions, consisting of single or duplex dwelling units, located within the city limits of the City of New Bern. This Schedule applies to all developments in which streets have not been accepted for maintenance by the City under the Land Use Ordinance. This Schedule is not available to supply service for the lighting of parking lots, shopping centers, other public or commercial areas within the residential subdivision, or areas not specifically provided for by the provisions herein.

SERVICE

The service supplied by the City will include the installation of a street lighting system, according to City's standards and requirements, which will be owned, maintained, and operated by the City, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. Lighting units will be located by the City to provide the most uniform lighting possible in the residential area. The lumen ratings of the lighting units furnished under the monthly rate indicate the class of lamp.

The developer shall open a street lighting account and sign a standard lighting contract with the City of New Bern.

The developer shall pay for all streetlights per City of New Bern Schedule 32-C until the street or streets within the development are accepted for maintenance under the Land Use Ordinance of the City of New Bern, at which time the City of New Bern will assume the cost of the lighting.

All streetlights shall be made operational once the electric system is energized, at which time the developer will become responsible for a monthly payment to the City of New Bern per the City of New Bern Street Lighting Service Schedule 32-C.

MONTHLY RATES

Overhead Service

Basic Rate: The basic rate per fixture defined below will be billed for installations of standard street lighting fixtures installed on City's system distribution poles. The basic rate does not include the monthly charges for additional facilities, street lighting poles, underground service, or any contribution required under this Schedule and under the Street Lighting Service Regulations.

	Monthly Charge Per Fixture
Sodium Vapor 22,000	
Lumen (150w)	\$8.44
50,000 Lumen (400w)	\$13.18

[47]

50,000 Lumen (400w flood)	\$14.47
HPS 250w	\$10.77

ADDITIONAL FACILITIES

- For primary conductor extensions, 2% of the estimated installed cost of the required facilities will be charged to the customer as outlined in the Customer Service Policies section regarding additional facilities.
- 2. For a bracket or mast arm in excess of 6 feet for underground service or 16 feet for overhead service, 2% of the estimated installed cost of the required facilities of that for standard facilities will be charged to the customer as outlined in the Customer Service Policies section regarding additional facilities.
- 3. For an underground circuit in excess of 250 feet for the installation of a street light pole, 2% of the estimated installed cost will be considered an additional facility. Customer has the option of making a non-refundable contribution of the estimated install cost of an underground circuit in excess of 250 feet per span in lieu of paying the monthly facilities charge for each excess circuit.
- 4. For a metal pole, 2% of the estimated installed cost of overhead or underground metal poles requiring special construction or features which are in excess of the estimated installed cost of standard underground metal poles will be charged to the customer as outlined in the Customer Service Policies section regarding additional facilities.
- 5. When more energy-efficient and better-suited lighting becomes available to the City, they will be made available for use under this Schedule. The appropriate charges for such units will be developed by the City Electric Utility Department. Said charges are to be incorporated by amendment to this Schedule by the City.

NON-REFUNDABLE CONTRIBUTION

- In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than City's normal materials and methods, customer will contribute the additional cost incurred thereby.
- 2. Customer will contribute the estimated cost of installing cables under paved or landscaped surface areas; however, Customer may cut and replace the pavement or surface in lieu of making the contribution.
- 3. Service supplied under the Monthly Rate in this Schedule does not include the conversion of existing overhead street-lighting circuits to underground. Should the customer desire such a conversion under this Schedule, customer will pay to the City, in addition to the applicable contribution and charges herein, the estimated net investment depreciated, plus removal cost, less salvage value the overhead conductor being removed.

SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

PAYMENT

Bills are due and payable no later than the due date reflected on the bill, which shall be no earlier than twenty (20) days from the date of the bill. If any bill is not so paid, the City has the right to suspend service in accordance with its service regulations.

CONTRACT PERIOD

The Contract Period shall not be less than 10 years.

GENERAL

Service rendered under this Schedule is subject to the provisions of City's Street Lighting Service Regulations filed at City Hall.

SECTION 23. That the foregoing ordinance be kept on file in the Office of the City Clerk. SECTION 24. That previous ordinances in conflict with this ordinance are hereby replaced. SECTION 25. That the rates established by this Ordinance shall be in full force and effect on January 26, 2022.

ADOPTED THIS 14th DAY OF JUNE, 2022.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK

Sabrina Bengel Jameesha Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



CITY OF NEW BERN

300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor Foster Hughes City Manager Brenda E. Blanco City Clerk Kimberly A. Ostrom Director of Finance

MEMO TO:	Mayor Dana Outlaw
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FROM: Brenda Blanco, City Clerk

DATE: June 03, 2022

SUBJECT: Appointment to Historic Preservation Commission

Tripp Eure's term on the Historic Preservation Commission will expire on June 30, 2022. Mr. Eure currently serves as Vice Chair, and he is eligible for reappointment. You are asked to consider the reappointment or make a new appointment to serve a three-year term to expire on June 30, 2025.

Sabrina Bengel Jameesha Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



CITY OF NEW BERN

300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor Foster Hughes City Manager Brenda E. Blanco City Clerk Kimberly A. Ostrom Director of Finance

- MEMO TO: Alderman Sabrina Bengel
- FROM: Brenda Blanco, City Clerk
- DATE: June 03, 2022
- SUBJECT: Appointment to Historic Preservation Commission

Ellen Sheridan's term on the Historic Preservation Commission will expire on June 30, 2022. Ms. Sheridan is eligible for reappointment. You are asked to consider the reappointment or make a new appointment to serve a three-year term to expire on June 30, 2025.

Sabrina Bengel Jameesha Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



CITY OF NEW BERN

300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor Foster Hughes City Manager Brenda E. Blanco City Clerk Kimberly A. Ostrom Director of Finance

MEMO TO:	Alderman Bobby Aster	
FROM:	Brenda Blanco, City Clerk	
DATE:	June 03, 2022	
SUBJECT:	Appointment to Historic Preservation Commission	

Jim Bisbee's term on the Historic Preservation Commission will expire on June 30, 2022. Mr. Bisbee is eligible for reappointment. You are asked to consider the reappointment or make a new appointment to serve a three-year term to expire on June 30, 2025.

Sabrina Bengel Jameesha Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



CITY OF NEW BERN

300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor Foster Hughes City Manager Brenda E. Blanco City Clerk Kimberly A. Ostrom Director of Finance

- MEMO TO: Alderman Bobby Aster
- FROM: Brenda Blanco, City Clerk
- DATE: June 03, 2022
- SUBJECT: Appointment to Historic Preservation Commission

Peggy Broadway's term on the Historic Preservation Commission will expire on June 30, 2022. Ms. Broadway is eligible for reappointment. Appointments to this seat rotate between the Mayor and Aldermen, and you are next in the rotation to make an appointment. Please consider the reappointment or make a new appointment to serve a three-year term to expire on June 30, 2025.

Sabrina Bengel Jameesha Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



CITY OF NEW BERN

300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor Foster Hughes City Manager Brenda E. Blanco City Clerk Kimberly A. Ostrom Director of Finance

- MEMO TO: Alderman Sabrina Bengel
- FROM: Brenda Blanco, City Clerk

DATE: June 03, 2022

SUBJECT: Appointment to Planning & Zoning Board

Travis Oakley's term on the Planning and Zoning Board will expire on June 30, 2022. Mr. Oakley is eligible for reappointment. Please consider the reappointment or make a new appointment to serve a three-year term to expire on June 30, 2025.

Sabrina Bengel Jameesha Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



CITY OF NEW BERN

300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor Foster Hughes City Manager Brenda E. Blanco City Clerk Kimberly A. Ostrom Director of Finance

MEMO TO:	Alderman Barbara Best	
FROM:	Brenda Blanco, City Clerk	
DATE:	June 03, 2022	
SUBJECT:	Appointment to Planning & Zoning Board	

Marcus Simmons' term on the Planning and Zoning Board will expire on June 30, 2022. Mr. Simmons is eligible for reappointment. Please consider the reappointment or make a new appointment to serve a three-year term to expire on June 30, 2025.

Sabrina Bengel Jameesha Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



CITY OF NEW BERN

300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor Foster Hughes City Manager Brenda E. Blanco City Clerk Kimberly A. Ostrom Director of Finance

MEMO TO:	Mayor Dana Outlaw
FROM:	Brenda Blanco, City Clerk
DATE:	June 03, 2022
SUBJECT:	Appointment to Planning & Zoning Board

Anne Schout's term on the Planning and Zoning Board will expire on June 30, 2022. Mrs. Scout is eligible for reappointment. Please consider the reappointment or make a new appointment to serve a three-year term to expire on June 30, 2025.

Sabrina Bengel Jameesha Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



CITY OF NEW BERN

300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor Foster Hughes City Manager Brenda E. Blanco City Clerk Kimberly A. Ostrom Director of Finance

- MEMO TO: Alderwoman Jameesha Harris
- FROM: Brenda Blanco, City Clerk
- DATE: June 03, 2022

SUBJECT: Appointment to Police Civil Service Board

Kevin Rock's term on the Police Civil Service Board will expire on June 30, 2022. Appointees are ineligible serve consecutive terms. You are asked to make a new appointment to serve a two-year term to expire on June 30, 2024.