

# City of High Point

*Municipal Office Building  
211 S. Hamilton Street  
High Point, NC 27260*



## Meeting Agenda

**Thursday, December 15, 2022**

**4:00 PM**

**Council Chambers**

### **Finance Committee**

***Britt Moore, Chair***

***Committee Members:***

***Monica Peters, Mayor Pro Tem***

***Michael Holmes***

***Victor Jones***

***Jay Wagner, Mayor (Alternate)***

**FINANCE COMMITTEE - Britt W. Moore, Chair****CALL TO ORDER****PRESENTATION OF ITEMS**

- [2022-588](#) Contract - WESCO Distribution, Inc. - 40 Residential Voltage (120/240V) Transformers (50 & 75kVA)  
City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$383,180.00 for a pressing need purchase of 40 transformers (20 - 50kVA and 20 - 75kVA) to be installed around the city electric footprint on various projects.  
**Attachments:** [1. Contract – WESCO Distribution, Inc. – 40 Residential Voltage \(120-240V\) Tr](#)
- [2022-585](#) Tube Settlers for the Ward WRP - Brentwood Industries  
City Council is requested to approve the purchase of tube settler for the Super Pulsator at the Ward Water Treatment Plant.  
**Attachments:** [Council Agenda Item-Tube Settlers- Ward WTP](#)  
[Recommendation Form - FORMAL - Council Approval- Tube Settlers](#)  
[Bid Tabulation Bid 23-120122 TubeSettlers](#)
- [2022-589](#) Electric Utilities Rate Change-Rate 41, 43, 45 - Duke Energy Match Rates  
City Council is requested to adopt updated Electric Rate 41- General Service, 43- Industrial Service and 45- Time of Day; Industrial, to reflect the most recent Duke Energy rates in territorial areas that are considered to be “customer choice areas”.  
**Attachments:** [3. Electric Utilities Rate Change-Rate 41, 43, 45 – Duke Energy Match Rates](#)
- [2022-590](#) Budget Ordinance - One High Point Commission - Date Extension Request  
City Council is requested to adopt a budget amendment in the amount of \$45,000 for activities related to the One High Point Commission and approve a request for an extension of the date for the presentation of recommendations to City Council from the current June 2, 2023 deadline to January 17, 2024.  
**Attachments:** [4. Budget Ordinance – One High Point Commission – Date Extension Request](#)  
[One High Point Commission Research Categories](#)
- [2022-596](#) Professional Service Agreement - Mercer Group Associates  
City Council is requested to approve an agreement for Executive Search Services for a City Attorney for the base fee amount of \$19,500.  
**Attachments:** [Proposal for Executive Search Services](#)  
[Professional Services Agreement](#)

**ADJOURNMENT**

# CITY OF HIGH POINT

## AGENDA ITEM



**Title:** Electric Utilities Rate Changes – Rate 41, 43 and 45

**From:** Tyler Berrier, PE; Electric Utilities Director

**Meeting Date:** December 19<sup>th</sup>, 2022

**Public Hearing:** N/A

**Advertised By:** N/A

**Attachments:** Attachment A: Current Duke Energy Rates & Riders for LGS, OPT-V, I  
Attachment B: Territorial Map

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### **PURPOSE:**

Updating Electric Rate 41- General Service, 43- Industrial Service and 45- Time of Day; Industrial, to reflect the latest Duke Energy changes.

### **BACKGROUND:**

The City of High Point Electric Utilities department currently maintains Commercial and Industrial rates that are consistent with Duke Energy. The department uses these rates in territorial areas that are considered to be “customer choice areas”. These ‘Duke Match Rates’ fluctuate as Duke Energy changes their rates. The rates and riders will be updated to the latest Duke Energy changes.

**BUDGET IMPACT:** None

### **RECOMMENDATION / ACTION REQUESTED:**

It is the recommendation of the Electric Department Staff that the City Council adopt the updated rates to reflect the most recent Duke Energy changes.

## SCHEDULE I (NC) INDUSTRIAL SERVICE

### AVAILABILITY (North Carolina Only)

Available only to establishments classified as “Manufacturing Industries” by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes.

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

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

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

### TYPE OF SERVICE

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

Single-phase, 120/240 volts; or  
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or  
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or  
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or  
3-phase voltages other than those listed above may be available at the Company’s option if the size of the Customer’s contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company’s specifications.

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

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

### RATE

|      |                                                               |           |
|------|---------------------------------------------------------------|-----------|
| I.   | Basic Facilities Charge per month                             | \$19.27   |
| II.  | Demand Charge                                                 |           |
|      | For the first 30 kW of Billing Demand per month, per kW       | No Charge |
|      | For all over 30 kW of Billing Demand per month, per kW        | \$4.5087  |
| III. | Energy Charge                                                 |           |
|      | <u>For the First 125 kWh per kW Billing Demand per Month:</u> |           |
|      | For the first 3,000 kWh per month, per kWh                    | 11.2536 ¢ |
|      | For the next 87,000 kWh per month, per kWh                    | 6.1669 ¢  |
|      | For all over 90,000 kWh per month, per kWh                    | 5.8888 ¢  |

SCHEDULE I (NC)  
INDUSTRIAL SERVICEFor the Next 275 kWh per kW Billing Demand per Month:

|                                              |          |
|----------------------------------------------|----------|
| For the first 140,000 kWh per month, per kWh | 4.9165 ¢ |
| For all over 140,000 kWh per month, per kWh  | 4.7345 ¢ |

For all Over 400 kWh per kW Billing Demand per Month:

|                                |          |
|--------------------------------|----------|
| For all kWh per month, per kWh | 4.4995 ¢ |
|--------------------------------|----------|

RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

|              |                                             |
|--------------|---------------------------------------------|
| Leaf No. 60  | Fuel Cost Adjustment Rider                  |
| Leaf No. 62  | Energy Efficiency Rider                     |
| Leaf No. 64  | Existing DSM Program Costs Adjustment Rider |
| Leaf No. 105 | BPM Prospective Rider                       |
| Leaf No. 106 | BPM True-Up Rider                           |
| Leaf No. 127 | CPRE Rider                                  |
| Leaf No. 129 | EDIT-3 Rider                                |
| Leaf No. 131 | EDIT-4 Rider                                |
| Leaf No. 135 | Storm Cost Recovery Rider                   |

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

DETERMINATION OF BILLING DEMAND

The Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand measured during the month for which the bill is rendered.
2. Fifty percent (50%) of the maximum integrated thirty-minute demand during the billing months of June-September within the previous 12 months including the month for which the bill is rendered.
3. Fifty percent (50%) of the Contract Demand
4. 30 kilowatts (kW)

Provision 3. related to Contract Demand will apply beginning with the fourth full billing month for new installations.

MINIMUM BILL

Beginning in the fourth full month for new service installations, the minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

Monthly: \$2.17 per kW per month of Contract Demand

**SCHEDULE I (NC)  
INDUSTRIAL SERVICE**

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

Annual: \$40.58 per kW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate Above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

**POWER FACTOR CORRECTION**

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

**PAYMENT**

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

**CONTRACT PERIOD**

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

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

## SCHEDULE LGS (NC) LARGE GENERAL SERVICE

### AVAILABILITY (North Carolina Only)

Available to the individual customer with a kilowatt demand of more than 75 kW. If the customer's measured demand is 75 kW or less for twelve consecutive months, the customer will be served under Schedule SGS.

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

This Schedule is not available to the individual customer who qualifies for a residential or industrial schedule nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

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

### TYPE OF SERVICE

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

Single-phase, 120/240 volts, 120/208 volts, 240/480 volts or other available single-phase voltages at the company's option;  
or  
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or  
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or  
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or  
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

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

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

### RATE

|     |                                                               |           |
|-----|---------------------------------------------------------------|-----------|
| I.  | Basic Facilities Charge per month                             | \$23.91   |
| II. | Demand Charge                                                 |           |
|     | For the first 30 kW of Billing Demand per month, per kW       | No Charge |
|     | For all over 30 kW of Billing Demand per month, per kW        | \$4.0167  |
| II. | Energy Charge                                                 |           |
|     | <u>For the First 125 kWh per kW Billing Demand per Month:</u> |           |
|     | For the first 3,000 kWh per month, per kWh                    | 11.4527¢  |
|     | For the next 87,000 kWh per month, per kWh                    | 6.7689¢   |
|     | For all over 90,000 kWh per month, per kWh                    | 6.7060¢   |

SCHEDULE LGS (NC)  
LARGE GENERAL SERVICEFor the Next 275 kWh per kW Billing Demand per Month:

|                                             |         |
|---------------------------------------------|---------|
| For the first 6,000 kWh per month, per kWh  | 6.3103¢ |
| For the next 134,000 kWh per month, per kWh | 5.4839¢ |
| For all over 140,000 kWh per month, per kWh | 5.3824¢ |

For all Over 400 kWh per kW Billing Demand per Month:

|                                |         |
|--------------------------------|---------|
| For all kWh per month, per kWh | 5.1191¢ |
|--------------------------------|---------|

RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

|              |                                             |
|--------------|---------------------------------------------|
| Leaf No. 60  | Fuel Cost Adjustment Rider                  |
| Leaf No. 62  | Energy Efficiency Rider                     |
| Leaf No. 64  | Existing DSM Program Costs Adjustment Rider |
| Leaf No. 105 | BPM Prospective Rider                       |
| Leaf No. 106 | BPM True-Up Rider                           |
| Leaf No. 127 | CPRE Rider                                  |
| Leaf No. 129 | EDIT-3 Rider                                |
| Leaf No. 131 | EDIT-4 Rider                                |
| Leaf No. 135 | Storm Cost Recovery Rider                   |

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

DETERMINATION OF BILLING DEMAND

The Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand measured during the month for which the bill is rendered.
2. Fifty percent (50%) of the maximum integrated thirty-minute demand during the billing months of June-September within the previous 12 months including the month for which the bill is rendered.
3. Fifty percent (50%) of the Contract Demand
4. 30 kilowatts (kW)

The Company will install a permanent demand meter for all customers under this Schedule.

Provision 3. related to Contract Demand will apply beginning with the fourth full billing month for new installations.

**SCHEDULE LGS (NC)  
LARGE GENERAL SERVICE****MINIMUM BILL**

Beginning in the fourth full month for new service installations, the minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

Monthly: \$2.13 per kW per month of Contract Demand

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

Annual: \$ 42.43 per kW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate Above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

**POWER FACTOR CORRECTION**

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

**PAYMENT**

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

**CONTRACT PERIOD**

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances. If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE OPT-V (NC)  
OPTIONAL POWER SERVICE, TIME OF USE  
WITH VOLTAGE DIFFERENTIAL

AVAILABILITY (North Carolina Only)

Available to the individual customer. Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available to the individual customer who qualifies for a residential schedule, nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

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

TYPE OF SERVICE

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

Single-phase, 120/240 volts, 120/208 volts, 240/480 volts or other available single-phase voltages at the company's option;  
or  
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or  
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or  
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or  
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

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

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATEI. Transmission Service

Delivery voltage greater than or equal to 44 kV

|                                                                                       |           |
|---------------------------------------------------------------------------------------|-----------|
| A. Basic Facilities Charge                                                            | \$32.17   |
| B. Demand Charge                                                                      |           |
| On-Peak Demand Charge per kW Billing Demand per month, June 1 – September 30 (Summer) | \$10.4764 |
| On-Peak Demand Charge per kW Billing Demand per month, October 1 – May 31 (Winter)    | \$5.7162  |
| C. Energy Charge                                                                      |           |
| All On-Peak Energy per month, per kWh                                                 | 6.2590¢   |

SCHEDULE OPT-V (NC)  
OPTIONAL POWER SERVICE, TIME OF USE  
WITH VOLTAGE DIFFERENTIAL

All Off-Peak Energy per month, per kWh 3.0369¢

II. Primary Service

Delivery voltage greater than 600 volts but less than 44 kV where the maximum on-peak actual demand during the months of June – September is as follows: Small - less than or equal to 1,000 kW; Medium - greater than 1,000 kW but less than or equal to 3,000 kW; Large - greater than 3,000 kW

|                                                                                       | <u>Small</u> | <u>Medium</u> | <u>Large</u> |
|---------------------------------------------------------------------------------------|--------------|---------------|--------------|
| A. Basic Facilities Charge                                                            | \$32.17      | \$32.17       | \$32.17      |
| B. Demand Charge                                                                      |              |               |              |
| On-Peak Demand Charge per kW Billing Demand per month, June 1 – September 30 (Summer) |              |               |              |
| For the First 5,000 kW, per kW                                                        | \$13.8291    | \$14.2318     | \$15.2124    |
| For all over 5,000 kW, per kW                                                         | \$13.8291    | \$14.2318     | \$10.7748    |
| On-Peak Demand Charge per kW Billing Demand per month, October 1 – May 31 (Winter)    |              |               |              |
| For the First 5,000 kW, per kW                                                        | \$8.1147     | \$8.0472      | \$8.5828     |
| For all over 5,000 kW, per kW                                                         | \$8.1147     | \$8.0472      | \$6.1219     |
| Economy Demand Charge per month, per kW                                               | \$1.3714     | \$1.3714      | \$1.3714     |
| C. Energy Charge                                                                      |              |               |              |
| All On-Peak Energy per month, per kWh                                                 | 6.7940¢      | 6.2711¢       | 6.3148¢      |
| All Off-Peak Energy per month, per kWh                                                | 3.2764¢      | 3.0283¢       | 3.0361¢      |

III. Secondary Service

Delivery voltage less than or equal to 600 volts where the maximum on-peak actual demand during the months of June – September is as follows: Small - less than or equal to 1,000 kW; Medium - greater than 1,000 kW but less than or equal to 3,000 kW; Large - greater than 3,000 kW

|                                                                                       | <u>Small</u> | <u>Medium</u> | <u>Large</u> |
|---------------------------------------------------------------------------------------|--------------|---------------|--------------|
| A. Basic Facilities Charge                                                            | \$32.17      | \$32.17       | \$32.17      |
| B. Demand Charge                                                                      |              |               |              |
| On-Peak Demand Charge per kW Billing Demand per month, June 1 – September 30 (Summer) | \$16.3266    | \$15.4708     | \$13.4143    |
| On-Peak Demand Charge per kW Billing Demand per month, October 1 – May 31 (Winter)    | \$9.7401     | \$8.6707      | \$7.6976     |
| Economy Demand Charge per month, per kW                                               | \$2.2456     | \$2.2456      | \$2.2456     |
| C. Energy Charge                                                                      |              |               |              |
| All On-Peak Energy per month, per kWh                                                 | 6.1104¢      | 6.2317¢       | 6.3255¢      |
| All Off-Peak Energy per month, per kWh                                                | 3.0222¢      | 3.0257¢       | 3.0287¢      |

DETERMINATION OF CUSTOMER SIZE CLASSIFICATION

The demand used to determine the rate classification of the customer as Small, Medium or Large, used in the calculation of the monthly bill, shall be the maximum thirty (30) minute on-peak actual demand registered during the months of June-September

SCHEDULE OPT-V (NC)  
OPTIONAL POWER SERVICE, TIME OF USE  
WITH VOLTAGE DIFFERENTIAL

within the previous 12 months; however, if the customer was not served on a time of use rate prior to taking service under Schedule OPT-V, the customer's maximum integrated thirty (30) minute actual demand for the billing months of June through September shall be used. For new customers, the Company shall determine the size classification based on an appropriate estimate of the maximum on peak actual demand for the months of June through September.

Each year, at the end of the summer season, accounts will be reviewed to determine if a change in classification is necessary based on the most recent months of June through September. If a change in classification is warranted, such change and reclassification shall be effective with the November billing period which follows the summer season. The Company may, at its option, change the rate classification at other times if, upon its own assessment, the Company determines that a change in the load would warrant a change in classification prior to the annual review.

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

|                       | Summer Months<br><u>June 1 – September 30</u>                                                                                                                                                                                                                               | Winter Months<br><u>October 1 – May 31</u> |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| On-Peak Period Hours  | 1:00 p.m. – 9:00 p.m.<br>Monday – Friday                                                                                                                                                                                                                                    | 6:00 a.m. – 1:00 p.m.<br>Monday – Friday   |
| Off-Peak Period Hours | All other weekday hours and all Saturday and Sunday hours.<br>All hours for the following holidays shall be considered as Off-Peak:<br>New Year's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. |                                            |

RIDERS

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| Leaf No. 105 | BPM Prospective Rider                       |
| Leaf No. 106 | BPM True-Up Rider                           |
| Leaf No. 127 | CPRE Rider                                  |
| Leaf No. 129 | EDIT-3 Rider                                |
| Leaf No. 131 | EDIT-4 Rider                                |
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A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billings. Readings are taken once a month at intervals of approximately thirty (30) days.

SCHEDULE OPT-V (NC)  
OPTIONAL POWER SERVICE, TIME OF USE  
WITH VOLTAGE DIFFERENTIAL

Summer months rates apply to service from June 1 through September 30. Winter months apply to service from October 1 through May 31.

CONTRACT DEMAND

The Company will require contracts to specify the maximum demand to be delivered to the Customer which shall be the Contract Demand.

Where the Customer can restrict on-peak demand to levels considerably below that of the Contract Demand, the Company may also contract for a limited On-Peak Contract Demand in addition to the Contract Demand. The On-Peak Contract Demand is the maximum demand to be delivered to the Customer during the On-Peak Hours of any month.

DETERMINATION OF BILLING DEMAND

- A. The On-Peak Billing Demand each month shall be the largest of the following:
1. The maximum integrated thirty-minute demand during the applicable summer or winter on-peak period during the month for which the bill is rendered.
  2. Fifty percent (50%) of the Contract Demand (or 50% of the On-Peak Contract Demand if such is specified in the contract)
  3. 15 kilowatts (kW)
- B. Economy Demand (not applicable to Transmission Service Rate)

To determine the Economy Demand, the larger of:

1. The maximum integrated thirty-minute demand during the month for which the bill is rendered; or
2. 50% of the Contract Demand

shall be compared to the On-Peak Billing Demand as determined in A. above. If the demand determined by the larger of B. 1 and B. 2 above exceeds the On-Peak Billing Demand, the difference shall be the Economy Demand.

Provisions A.2. and B.2. related to Contract Demand will apply beginning with the fourth full billing month for new installations.

MINIMUM BILL

Beginning in the fourth full month for new service installations, the minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the sum of the On-Peak Demand Charge and the Economy Demand Charge (if applicable) shall not be less than \$2.13 per month per kW of Contract Demand. If the Customer's measured demand exceeds the Contract Demand, the Company may at any time establish the minimum based on the maximum integrated demand in the previous twelve months including the month for which the bill is rendered.

POWER FACTOR CORRECTION

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

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend

SCHEDULE OPT-V (NC)  
OPTIONAL POWER SERVICE, TIME OF USE  
WITH VOLTAGE DIFFERENTIAL

service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

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

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

## SUMMARY OF RIDER ADJUSTMENTS

The following is a summary of Rider Adjustments that must be added to the bill calculated on the applicable rate schedule in order to compute the bill. The factors shown below include revenue-related taxes and regulatory fees. More specific information concerning these Riders is contained in the applicable Rider listed below.

**Residential Schedules RS, RE, ES, RT, RSTC, RETC**

|                                             | <b><u>cents/kWh</u></b> | <b><u>Effective Date</u></b> |
|---------------------------------------------|-------------------------|------------------------------|
| Fuel Cost Adjustment Rider                  | 0.8851                  | 9/1/22                       |
| Energy Efficiency Rider                     | 0.4771                  | 1/1/22                       |
| Existing DSM Program Costs Adjustment Rider | -0.0020                 | 7/1/22                       |
| BPM Prospective Rider                       | -0.0120                 | 7/1/22                       |
| BPM True-Up Rider                           | -0.0031                 | 7/1/22                       |
| CPRE Rider                                  | 0.0369                  | 9/1/22                       |
| EDIT-3 Rider                                | -0.1894                 | 10/1/21                      |
| EDIT-4 Rider                                | -0.4842                 | 10/1/21                      |
| Storm Cost Recovery Rider                   | 0.0000                  | 6/1/21                       |
| <b>TOTAL cents/kWh</b>                      | <b>0.7084</b>           |                              |

**General Service Schedules SGS, BC, LGS, TS, S, OPT-E, OPT-V, PG, SGSTC**

|                                             | <b><u>cents/kWh</u></b> | <b><u>Effective Date</u></b> |
|---------------------------------------------|-------------------------|------------------------------|
| Fuel Cost Adjustment Rider                  | 0.6898                  | 9/1/22                       |
| Energy Efficiency Rider                     | 0.5286                  | 1/1/22                       |
| Existing DSM Program Costs Adjustment Rider | -0.0020                 | 7/1/22                       |
| BPM Prospective Rider                       | -0.0120                 | 7/1/22                       |
| BPM True-Up Rider                           | -0.0031                 | 7/1/22                       |
| CPRE Rider                                  | 0.0348                  | 9/1/22                       |
| EDIT-3 Rider                                | -0.1132                 | 10/1/21                      |
| EDIT-4 Rider                                | -0.2893                 | 10/1/21                      |
| Storm Cost Recovery Rider                   | 0.0000                  | 6/1/21                       |
| <b>TOTAL cents/kWh</b>                      | <b>0.8336</b>           |                              |

**Lighting Schedules PL, OL, NL**

|                                             | <b><u>cents/kWh</u></b> | <b><u>Effective Date</u></b> |
|---------------------------------------------|-------------------------|------------------------------|
| Fuel Cost Adjustment Rider                  | 0.6898                  | 9/1/22                       |
| Energy Efficiency Rider                     | 0.0000                  | 1/1/22                       |
| Existing DSM Program Costs Adjustment Rider | -0.0020                 | 7/1/22                       |
| BPM Prospective Rider                       | -0.0120                 | 7/1/22                       |
| BPM True-Up Rider                           | -0.0031                 | 7/1/22                       |
| CPRE Rider                                  | 0.0348                  | 9/1/22                       |
| EDIT-3 Rider                                | -0.4875                 | 10/1/21                      |
| EDIT-4 Rider                                | -1.2461                 | 10/1/21                      |
| Storm Cost Recovery Rider                   | 0.0000                  | 6/1/21                       |
| <b>TOTAL cents/kWh</b>                      | <b>-1.0261</b>          |                              |

\* Qualifying customers who have opted out of the Company's Energy Efficiency and/or Demand Side Management Programs are not subject to the applicable Energy Efficiency Rider charges based on the individual customer's opt-out election. Refer to Rider EE to determine the Rider EE amount, if any, applicable to customers who have opted out.

North Carolina Fifty-Fourth Revised Leaf No. 99

Effective for service rendered on and after September 1, 2022

NCUC Docket No. E-7, Subs 1263 and 1262, Orders dated August 16, 2022 and August 19, 2022

## SUMMARY OF RIDER ADJUSTMENTS

| <b><u>Industrial Schedules I, OPT-E, OPT-V, PG</u></b> | <b><u>cents/kWh</u></b> | <b><u>Effective Date</u></b> |
|--------------------------------------------------------|-------------------------|------------------------------|
| Fuel Cost Adjustment Rider                             | 0.7480                  | 9/1/22                       |
| Energy Efficiency Rider                                | 0.5286                  | 1/1/22                       |
| Existing DSM Program Costs Adjustment Rider            | -0.0020                 | 7/1/22                       |
| BPM Prospective Rider                                  | -0.0120                 | 7/1/22                       |
| BPM True-Up Rider                                      | -0.0031                 | 7/1/22                       |
| CPRE Rider                                             | 0.0339                  | 9/1/22                       |
| EDIT-3 Rider                                           | -0.0886                 | 10/1/21                      |
| EDIT-4 Rider                                           | -0.2264                 | 10/1/21                      |
| Storm Cost Recovery Rider                              | 0.0000                  | 6/1/21                       |
| <b>TOTAL cents/kWh</b>                                 | <b>0.9784</b>           |                              |

|                                             | <b><u>cents/kWh</u></b> | <b><u>cents/kWh</u></b>   | <b><u>Effective Date</u></b> |
|---------------------------------------------|-------------------------|---------------------------|------------------------------|
| <b><u>Schedule HP – General Service</u></b> | <b><u>Baseline</u></b>  | <b><u>Incremental</u></b> |                              |
| Fuel Cost Adjustment Rider                  | 0.6898                  | 0.0000                    | 9/1/22                       |
| Energy Efficiency Rider                     | 0.5286                  | 0.5286                    | 1/1/22                       |
| Existing DSM Program Costs Adjustment Rider | -0.0020                 | -0.0020                   | 7/1/22                       |
| BPM Prospective Rider                       | -0.0120                 | -0.0120                   | 7/1/22                       |
| BPM True-Up Rider                           | -0.0031                 | -0.0031                   | 7/1/22                       |
| CPRE Rider                                  | 0.0348                  | 0.0348                    | 9/1/22                       |
| EDIT-3 Rider                                | -0.1132                 | -0.1132                   | 10/1/21                      |
| EDIT-4 Rider                                | -0.2893                 | -0.2893                   | 10/1/21                      |
| Storm Cost Recovery Rider                   | 0.0000                  | 0.0000                    | 6/1/21                       |
| <b>TOTAL cents/kWh</b>                      | <b>0.8336</b>           | <b>0.1438</b>             |                              |

|                                             | <b><u>cents/kWh</u></b> | <b><u>cents/kWh</u></b>   | <b><u>Effective Date</u></b> |
|---------------------------------------------|-------------------------|---------------------------|------------------------------|
| <b><u>Schedule HP – Industrial</u></b>      | <b><u>Baseline</u></b>  | <b><u>Incremental</u></b> |                              |
| Fuel Cost Adjustment Rider                  | 0.7480                  | 0.0000                    | 9/1/22                       |
| Energy Efficiency Rider                     | 0.5286                  | 0.5286                    | 1/1/22                       |
| Existing DSM Program Costs Adjustment Rider | -0.0020                 | -0.0020                   | 7/1/22                       |
| BPM Prospective Rider                       | -0.0120                 | -0.0120                   | 7/1/22                       |
| BPM True-Up Rider                           | -0.0031                 | -0.0031                   | 7/1/22                       |
| CPRE Rider                                  | 0.0339                  | 0.0339                    | 9/1/22                       |
| EDIT-3 Rider                                | -0.0886                 | -0.0886                   | 10/1/21                      |
| EDIT-4 Rider                                | -0.2264                 | -0.2264                   | 10/1/21                      |
| Storm Cost Recovery Rider                   | 0.0000                  | 0.0000                    | 6/1/21                       |
| <b>TOTAL cents/kWh</b>                      | <b>0.9784</b>           | <b>0.2304</b>             |                              |

\* Qualifying customers who have opted out of the Company's Energy Efficiency and/or Demand Side Management Programs are not subject to the applicable Energy Efficiency Rider charges based on the individual customer's opt-out election. Refer to Rider EE to determine the Rider EE amount, if any, applicable to customers who have opted out.

North Carolina Fifty-Fourth Revised Leaf No. 99

Effective for service rendered on and after September 1, 2022

NCUC Docket No. E-7, Subs 1263 and 1262, Orders dated August 16, 2022 and August 19, 2022





**FORMAL BID RECOMMENDATION  
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.:  CONTRACT NO.:  DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO:  AMOUNT:

JUSTIFICATION:

| ACCOUNTING UNIT       | ACCOUNT | ACTIVITY | CATEGORY | BUDGETED AMOUNT |
|-----------------------|---------|----------|----------|-----------------|
|                       |         |          |          |                 |
|                       |         |          |          |                 |
|                       |         |          |          |                 |
|                       |         |          |          |                 |
| TOTAL BUDGETED AMOUNT |         |          |          |                 |

DEPARTMENT HEAD:  DATE:

The Purchasing Division concurs with recommendation submitted by the  and recommends award to the lowest responsible, responsive bidder  in the amount of \$ .

PURCHASING MANAGER:  DATE:

Approved for Submission to Council  
FINANCIAL SERVICES DIRECTOR:  DATE:

CITY MANAGER:  DATE:

# CITY OF HIGH POINT

## AGENDA ITEM



**Title:** Tube Settlers for the Ward WTP  
Brentwood Industries

**From:** Robby Stone – Public Services Director  
Derrick Boone – Asst. Director Public Services

**Meeting Date:** December 19, 2022

**Public Hearing:** No

**Advertising Date:** November 9, 2022  
**Advertised By:** Purchasing

**Attachments:** Attachment A – Bid Tabulation

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**PURPOSE:** To purchase tube settlers for the Super Pulsator at the Ward Water Treatment Plant (WTP).

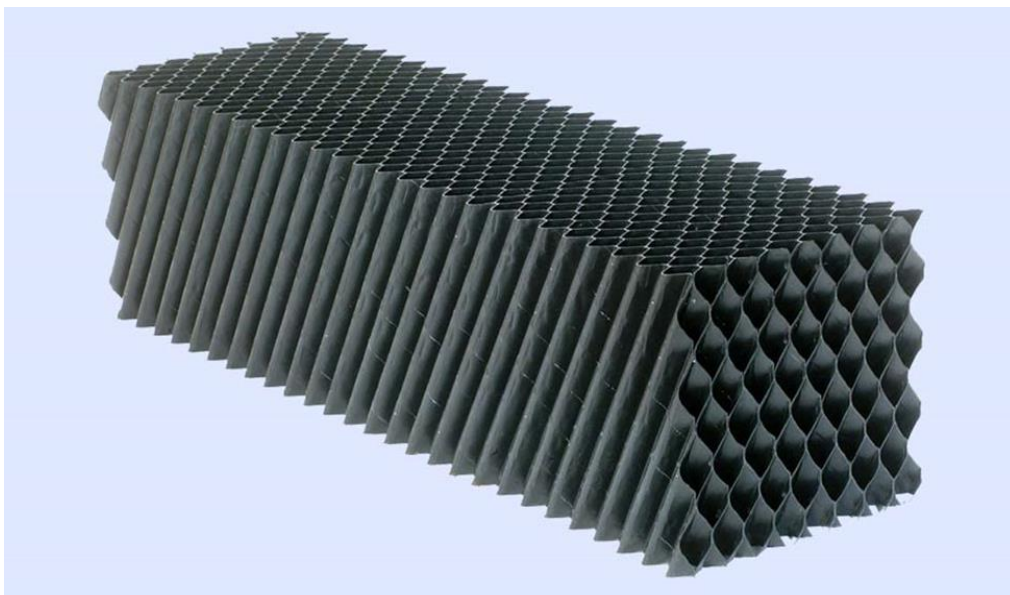
**BACKGROUND:** The Super Pulsator is an upflow clarifier that was installed as part of the 1996 upgrade at the Ward WTP. The Super Pulsator removes sediment and bacteria from the raw lake water that is pumped from our reservoirs (lakes). The tube settlers in the Super Pulsator are currently 26 years old and have exceeded their useful life due to UV exposure and the low pH coagulation chemical that is used as part of the treatment process. Public Services intends to hire a contractor to install the new tube settlers.

**BUDGET IMPACT:** Funds for this project are available in the FY 2022-2023 budget.

**RECOMMENDATION / ACTION REQUESTED:** The Public Services Department recommends awarding the contract to Brentwood Industries in the amount of \$197,933.



Tube Settlers in the Super Pulsator at the Ward WTP



Example of a Tube Settler prior to being installed

**Bid Tabulation**  
**City of High Point, North Carolina**  
**Tube Settlers for Super Pulsator**  
**Bid 23-120122**

| <b>Contractor</b>           | <b>Delivery</b> | <b>Number of<br/>Tubes</b> | <b>Unit Price</b> | <b>Total Bid</b>    |
|-----------------------------|-----------------|----------------------------|-------------------|---------------------|
| <b>Brentwood Industries</b> | <b>160 days</b> | <b>278</b>                 | <b>\$665</b>      | <b>\$197,933.00</b> |
| <b>Enviropax Inc</b>        | <b>140 days</b> | <b>272</b>                 | <b>1073.53</b>    | <b>\$292,000.00</b> |



**FORMAL BID RECOMMENDATION  
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.:  CONTRACT NO.:  DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO:  AMOUNT:

JUSTIFICATION:

| ACCOUNTING UNIT       | ACCOUNT | ACTIVITY | CATEGORY | BUDGETED AMOUNT |
|-----------------------|---------|----------|----------|-----------------|
|                       |         |          |          |                 |
|                       |         |          |          |                 |
|                       |         |          |          |                 |
|                       |         |          |          |                 |
| TOTAL BUDGETED AMOUNT |         |          |          |                 |

DEPARTMENT HEAD:  DATE:

The Purchasing Division concurs with recommendation submitted by the  and recommends award to the lowest responsible, responsive bidder  in the amount of \$ .

PURCHASING MANAGER:  DATE:

Approved for Submission to Council  
FINANCIAL SERVICES DIRECTOR:  DATE:

CITY MANAGER:  DATE:

# CITY OF HIGH POINT

## AGENDA ITEM



**Title:** Purchase of 40 Residential Voltage (120/240V) Transformers (50 & 75kVA)

**From:** Tyler R. Berrier, Electric Utilities Director

**Meeting Date:** December 19, 2022

**Public Hearing:** N/A

**Bid Opening Date:**

**Advertised By:** N/A

**Attachments:** Formal Bid Recommendation

---

### **PURPOSE:**

To purchase 40 transformers (20 - 50kVA and 20 - 75kVA) to be installed around the city electric footprint on various projects. These units are being offered as production slots General Electric (GE).

### **BACKGROUND:**

Due to supply chain shortages, the Electric Utilities department is in need of smaller, residential style transformers. The department was contacted by a vendor, WESCO, that had procured some production slots for a vendor regularly utilized by the Electric department, General Electric (GE). These units are currently being bid with 26-week lead times. The purchasing division has been unable to obtain large quantity quotes other than this purchase.

### **BUDGET IMPACT:**

Funds are included in the current operating budget for this proposal.

### **RECOMMENDATION / ACTION REQUESTED:**

Staff is recommending that the city council approve the department be given the ability to procure these surplus units based on pressing need. The department recommends awarding this contract to WESCO Distribution, Inc. for **\$383,180.00**





**FORMAL BID RECOMMENDATION  
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.:  CONTRACT NO.:  DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO:  AMOUNT:

JUSTIFICATION:

| ACCOUNTING UNIT       | ACCOUNT | ACTIVITY | CATEGORY | BUDGETED AMOUNT |
|-----------------------|---------|----------|----------|-----------------|
|                       |         |          |          |                 |
|                       |         |          |          |                 |
|                       |         |          |          |                 |
|                       |         |          |          |                 |
| TOTAL BUDGETED AMOUNT |         |          |          |                 |

DEPARTMENT HEAD:  DATE:

The Purchasing Division concurs with recommendation submitted by the  and recommends award to the lowest responsible, responsive bidder  in the amount of \$ .

PURCHASING MANAGER:  DATE:

Approved for Submission to Council  
FINANCIAL SERVICES DIRECTOR:  DATE:

CITY MANAGER:  DATE:

**CITY OF HIGH POINT  
PLANNING AND DEVELOPMENT DEPARTMENT**

**STAFF REPORT  
URBAN FORESTRY COMMITTEE APPEAL  
May 21, 2012**

| Request                                                                                                                               |                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <b>Applicant:</b><br>Karen Robinette                                                                                                  | <b>Owner(s):</b><br>Same as applicant                                                       |
| <b>Proposal:</b><br>Appeal of the Urban Forestry Committee's decision to not remove two trees located on city controlled right-of-way | <b>Relevant Ordinance Section(s):</b><br>Article F – City Tree Conservation<br>9-9-12(d)(1) |

**Statement of Appeal**

Ms. Karen Robinette filed an appeal of a decision made at the Urban Forestry Committee's April meeting. The Committee decided on April 10, 2012 to not remove two willow oak trees located on city controlled property in front of her home at 623 W. Lexington Avenue. The appeal was filed pursuant to Section 9-9-12(d)(1) of the Development Ordinance, and the applicant asks that the City remove the trees.

**Background and Circumstances of the Case**

The City Council established the Urban Forestry Committee (UFC) on October 21, 2004 to manage the city's tree resources and establish regulations concerning the planting, pruning, and removal of trees on city owned or controlled property. The UFC adopted a set of *Guidelines and Standard Practices for Trees* in January 2006 that were updated in June 2006. The UFC meets monthly to review any requests to plant, maintain, or remove trees located on city owned or controlled property.

Lexington Ave. is a state road (SR 1768), but the right-of-way is maintained by the City per an agreement with NCDOT. Therefore, it is subject to the City's tree conservation regulations.

In March 2012, Ms. Robinette submitted an application requesting removal of two willow oak trees in front of her home. The UFC met in April 2012 to review the application and decided that removal of the two trees in question was not warranted, because the trees are in fairly good condition and do not appear to be infected by a contagious or fatal disease or have a serious chronic condition that would cause a substantial or imminent risk of the trees falling. The trees also do not appear to be obstructing the growth of adjacent trees or each other. The trees seem to be in a suitable location for their long-term survival as they are not growing out of their planting space and are not lifting the sidewalk or growing into any buildings. The UFC also determined that it is not appropriate to remove the trees based on their blocking of vehicular views, as they are not at the intersection of two public streets, and it is common for street trees in residential areas to be located next to driveways.

The applicant's primary concern is that the roots of the trees are growing into and damaging her water line and driveway. Given the location of the City's water meter box immediately next to the easternmost of the two trees, referred to as tree #2, it did appear that the roots may be interfering with her connection to the water line and possibly causing the applicant's documented water leaks. The roots of this tree also appear to be lifting parts of her driveway and driveway apron. However, the UFC noted that per the City's *Guidelines and Standard Practices for Trees*, removal of the trees is only warranted if corrective measures taken to address these issues will result in the trees becoming a potential safety hazard. The UFC decided that such corrective measures should be attempted before tree removal is considered. The trees would then be added to the UFC's "watch list" and re-evaluated at least every six months to determine if there has been a significant decline in their health. If so, they will be removed without having to come before the UFC for review again.

### Relevant Guidelines

#### ***CITY OF HIGH POINT GUIDELINES AND STANDARD PRACTICES FOR TREES:***

##### Section D. Tree Removal

##### **1. When Tree Removal Is Appropriate**

Trees may be removed for a variety of reasons. The tree may be nearing the end of its normal life span, or be in poor condition due to a variety of environmental factors. Remove any tree in irreversible decline or that creates a hazardous condition. In evaluating the need to remove a tree, some of the items to consider include:

- If the tree is infected with a contagious or fatal disease, particularly if the tree's continued presence will facilitate the spread of the disease to nearby healthy trees;
- If the tree was planted in a location that is not suitable for its long term survival, based on the tree's mature height and canopy, its tolerance for various environmental conditions, or conditions of the surrounding area including inadequate soil drainage or soil compaction from various activities;
- If a more suitable tree is appropriate for the space currently occupied by a less suitable tree that will require excessive maintenance or will have a shortened life span due to site conditions;
- If there is a substantial or imminent risk of failure that could cause injury or significant property damage that cannot be addressed through corrective measures that are feasible or cost effective;
- If the tree blocks vehicular views at an intersection in such a way that cannot be corrected by pruning;
- If the tree is almost totally obstructing growth of an adjacent tree that is clearly superior based on species, condition or location;

- If the tree's roots are growing into water or sewer lines and removal of the roots damaging the lines would impact the tree's critical root zone to the point of killing the tree;
- If the tree has a serious chronic condition which will result in its death before its normal lifespan; or
- If the tree trunk has grown into or is lifting a driveway apron or sidewalk, creating a high-risk condition, which cannot be addressed through other corrective measures.

Preserve trees located on city owned or controlled property if identified concerns can be addressed through appropriate pruning techniques, removal of items in potential conflict with the tree, cost effective adjustments in the construction or reconstruction of public infrastructure, or through relocation of the trees to a more suitable site. Any proposal to remove a tree on city owned or controlled property shall be previously reviewed and approved by the Urban Forestry Committee. Trees authorized for removal by the Urban Forestry Committee must be replaced at a one for one rate in order to maintain and enhance the city's urban forest.

### Staff Analysis and Comment

The UFC determined that the two trees in question do not appear to be a safety hazard. They are mature trees and show some signs of aging, but not any more so than other trees of this species and age. Although they are large trees, they have not outgrown their planting space. When dealing with similar tree issues, the UFC has consistently taken the approach of first trying incremental steps that result in the least harm to a tree, and then monitoring the situation.

In this case, the City has already reinstalled a new water meter box away from the base of the tree, which should allow the applicant's plumber to tie into the City's water line without conflict with the tree's critical roots. As long as the homeowner acts reasonably, she has the right to remove the roots that have grown on to her property and also any roots within the right-of-way that are damaging her water line and driveway.

### Conclusions

The UFC acted in accordance with its duties as outlined in the Development Ordinance, and made its decision based on the *Guidelines and Standard Practices for Trees*. In the event the appeal is granted, the *Guidelines and Standard Practices for Trees* call for the replacement of any trees that have been removed, which is typically done at the applicant's expense.

### Report Preparation

This report was prepared by Planning and Development Department staff member Andy Piper, AICP, Senior Planner and reviewed by Heidi Galanti, AICP, Planning Services Administrator and Lee Burnette, AICP, Planning Director.



View of trees in front of 623 W. Lexington Ave. looking east



View of the base of tree #2 in front of 623 W. Lexington Ave. looking west

"Shaping  
a more livable  
High Point"

PLANNING AND DEVELOPMENT DEPARTMENT  
DEVELOPMENT SERVICES DIVISION  
CITY OF HIGH POINT  
NORTH CAROLINA

Staff Use Only  
Filing Date: 4/24/12  
Council Review: 5/21/12  
Approval Date: \_\_\_\_\_

APPLICATION TO APPEAL DECISION OF URBAN FORESTRY COMMITTEE

A. Address Information (fill in applicable information)

Applicant:

Karen Robinette  
623 West Lexington Ave. HPNC  
(336) 886-3180 or (336) 688-6065  
27262

Contact Person (if different from applicant):

Name

Street Address, City State, Zip Code

Phone Number

B. Location of Tree Related Activity Being Appealed

Address (if available): City right-of-way at 623 West Lexington Ave.

Description of Area (if no address is available):

C. Appeal

TO THE CITY OF HIGH POINT CITY COUNCIL:

I/we, Karen C. Robinette, hereby declare my/our desire to appeal the following decision of the High Point Urban Forestry Committee, and request the City Council to review, hear and decide same fate of two oak trees on the right-of-way in front of my property, as substantial documentation has been submitted (by myself) with support from a professional, licensed and certified plumber and a tree specialist that states that the trees do need to be removed. The trees, being over 35-yrs-old, have truly outgrown the area they were planted in and are truly NOT in healthy condition, as stated by the committee. Until the trees and the root systems are removed, I will continue to face damages to my property. Significant property damage has been addressed numerous times in recent years with excessive cost to me, the property owner.

APPLICANT'S STATEMENT: In the space provided below or on an attached sheet, present your interpretation of the Ordinance requirements and/or Guidelines and Standard Practices for Trees provisions in question and state why you believe the decision of the Urban Forestry Committee is not correct.

On April 20, 2012, I requested a plant health care report from licensed arborist Billy Matthews of the Davey Tree Expert company. He stated that tree #1 was experiencing rot & decay. While it poses no immediate danger (to the life of the tree, or to the risk of the tree falling) that the decay process will continue and that spray insulation will not stop the process. He stated that both trees have indeed outgrown the area in which they were planted in, and are obviously stressed by tree #2's roots growing above ground. He confirmed that the trees roots are destroying the water line, apron, sidewalk & driveway. He said the trees are too large for a residential right-of-way. He stated that cutting the roots to repair the water problem would most likely stress trees of this age, and that cutting the roots straight across may help, but would not guarantee that the trees wouldn't suffer.

I am asking again that the 2 oaks be removed as quickly as possible so that I might resolve the water leak issue. The arborist agreed that unless the trees are removed, the damage to structures will continue. I am not willing to make yet another repair that I may have to have re-done in 6 months, like this one.

I am requesting that in addition to the tree removal, that the necessary repairs be made to my water line, apron, sidewalk and driveway. The city owns the trees that are damaging my property, and I have not been able to obtain written release of liability for any damages that my plumber may cause to the root system of these trees.

#### D. Duration

No activity related to the decision being appealed may be undertaken prior to approval of the appeal by City Council. Such activities must be completed within 6 months of the appeal's approval by City Council.

#### CERTIFICATION

I certify that all of the information presented in this application is accurate to the best of my knowledge, information and belief.

Faren C. Robinette  
Applicant's Signature

4/24/12  
Date

\_\_\_\_\_  
Contact Person's Signature (if applicable)

\_\_\_\_\_  
Date

April 16, 2012

Karen Robinette  
623 W. Lexington Ave.  
High Point, NC 27262

RE: Application for Tree Removal

Dear Ms. Robinette:

The City of High Point Urban Forestry Committee met on April 10, 2012 to discuss your request to remove two willow oak trees located in front of your property at 623 W. Lexington Avenue. The Committee determined that removal of the trees is not warranted at this time.

The Committee made its findings as follows:

1. According to your application, and based on Section D. Tree Removal of the *Guidelines and Standard Practices for Trees*, the reasons for requesting removal were based on the following:
  - The trees are infected with a contagious or fatal disease, particularly if the trees' continued presence will facilitate the spread of the disease to nearby healthy trees;
  - The trees were planted in a location that is not suitable for their long term survival, based on the trees' mature height and canopy, tolerance for various environmental conditions, or conditions of the surrounding area including inadequate soil drainage or soil compaction from various activities;
  - More suitable trees are appropriate for the space currently occupied by the trees because they will require excessive maintenance or will have a shortened life span due to site conditions;
  - There is a substantial or imminent risk of failure that could cause injury or significant property damage that cannot be addressed through corrective measures that are feasible or cost effective;
  - The trees block vehicular views at an intersection in such a way that cannot be corrected by pruning;
  - The trees are almost totally obstructing growth of an adjacent tree that is clearly superior based on species, condition or location;
  - The trees' roots are growing into water or sewer lines and removal of the roots damaging the lines would impact the tree's critical root zone to the point of killing the tree;
  - The trees have a serious chronic condition which will result in its death before its normal lifespan; and
  - The tree trunks are growing into or lifting a driveway apron or sidewalk, creating a high-risk condition, which cannot be addressed through other corrective measures.

Administration  
336.883.3328

Planning Services  
336.883.3328

Development Services  
336.883.3328

Inspection Services  
336.883.3151

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA

Fax: 336.883.3056

[www.high-point.net/plan](http://www.high-point.net/plan)

Permit Fax: 336.883.8518

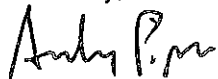
TDD 336.883.8517

2. The Committee determined that the trees are in fairly good condition. They do not appear to be infected by a contagious or fatal disease or have a serious chronic condition, and there is no substantial or imminent risk of failure. Some pruning may need to be done in the future to remove any dead limbs, but some branches falling is to be expected for trees of this age, and this does not indicate that the trees should be removed. The trees also do not appear to be obstructing the growth of any adjacent trees, or each other.
3. In regard to the suitability of these trees for their location and whether more suitable trees are appropriate, the fact that they have lived to their current mature age indicates that the planting space is sufficient to support their long term survival. Given that the Committee's purpose is to conserve, protect and maintain trees, and considering the relative health of these trees, it is not appropriate to remove the trees based on their location being unsuitable.
4. As far as the issue of the trees blocking vehicular views, the Committee finds this is not a reason to remove the trees, because this is intended for trees located at the intersection of two public streets.
5. It does appear that the roots of tree #2 as labeled on the sketch you submitted have grown around the water meter box and may be interfering with your connection to the water line. The roots of tree #2 also appear to be lifting and cracking your driveway and driveway apron. The Committee noted, however, that removal of the trees is only warranted if corrective measures taken to address these issues result in the trees becoming a potential safety hazard. Such corrective measures should be attempted before tree removal is considered. This includes the relocation of your water meter box away from the trees, which would enable you to run your water line to this new water meter box with less impact to the trees' roots, as you have discussed with Randy McCaslin, Assistant City Manager for the City. Otherwise, you, or someone you hire, have the right to cut any roots that grow on to your property and may also cut those roots within the right-of-way that interfere with your water line and driveway provided that root damage is minimized by only cutting those roots necessary to correct the identified issues.
6. After the steps mentioned in #5 are taken to address the tree root and infrastructure conflicts, the trees will be added to the Committee's "watch list" and reevaluated at least every 6 months to determine if there has been a significant decline in their health. If the Committee determines the trees have become a potential safety hazard, they can be removed without having to come before the Committee for review again.

The decision of the Urban Forestry Committee may be appealed to the City Council. The appeal must be made in writing to the Urban Forestry Committee within thirty (30) days of the date of this letter (or May 16, 2012) using the enclosed appeal form. All relevant facts, information or other evidence presented to the Committee during its review of the request, along with the reason for the Committee's decision will be presented to the City Council for consideration. Before making a ruling, the City Council may send an appeal back to the Urban Forestry Committee for review if new information is presented.

Please contact the Planning and Development Department at 883-3328 if you have any questions.

Sincerely,



Andy Piper, AICP

Senior Planner

City of High Point Urban Forestry Committee

"Shaping  
a more livable  
High Point"

PLANNING AND DEVELOPMENT DEPARTMENT  
PLANNING SERVICES DIVISION  
CITY OF HIGH POINT  
NORTH CAROLINA

Staff Use Only  
Filing Date: 3/23/12  
UFC Review(s): 4/10/12  
Approval Date: \_\_\_\_\_

REQUEST FOR AUTHORIZATION TO PLANT, MAINTAIN OR REMOVE TREES

(Per Section 9-7-31 of the Development Ordinance; Applies to Trees on City Owned or Controlled Spaces)

Tree Related Activity Needing Authorization (check all that apply): Planting ☒ Maintenance ☐ Removal ☒

Applicant (sign and date at end of form): Karen C. Robinette

Mailing Address: 623 West Lexington Ave.

Phone Number: 886-3180 Email Address: krinjoya@yahoo.com

Contact Person (if different from Applicant) and Phone Number: alternate phone: 688-6065

Person, Group or Company Doing Tree Related Work (if different from Applicant):

Asplundh/ City of High Point

Address and Phone Number for Person, Group or Company:

unknown

Location Where Tree Related Activity Will Take Place (either physical address or detailed description of area):

City right-of-way directly in front of home at  
623 West Lexington Ave.

Anticipated Timeframe for Completion of Tree Related Activity: ASAP

Outline the Name, Number, Type and Approximate Size of Trees to be Planted, Maintained or Removed (refer to Tree Index for desired trees):

(2) Two Willow Oaks - 85+ yrs. old in bad condition - without adequate  
growing space and in conflict with my water line, driveway  
apron & entrance and sidewalk. Trees ending their normal  
life span. In irreversible decline - hazard to traffic (falling  
limbs) and telephone/utility lines.

For Projects Involving Tree Maintenance, Indicate the Issues to be Addressed and Corrective Maintenance to be Taken:

Removal of trees, grinding of stumps, removing sawdust and replanting either crape myrtles or red buds.

For Projects Involving Tree Removal, Indicate the Reason(s) Removal is Necessary (see Section D – Tree Removal of Tree Guidelines):

bullets: 2, 3, 4, 5, 6, 9, 11, 13 & 14 under Section D/1  
When tree removal is appropriate

**Illustration Required**

An Illustration Showing the Following Information Must be Submitted With This Application (this is not required to be an engineered drawing and photographs may be used to show location of features):

- The location and general characteristics of trees to be planted, maintained or removed. If adequate space is not available on the illustration, a reference can be made to the information in this application.
- Existing utility easements, rights-of-way, and electric lines or other existing utilities within 30 feet of the activity area.
- Existing sidewalks, driveways, plazas, light poles, buildings, fire hydrants, road signs, fences, walls or other permanent features within 30 feet of the activity area.
- Existing trees, including their critical root zones if possible, and other existing vegetation within 30 feet of activity area.

The applicant may request assistance from the city in identifying any relevant information needed to complete the above illustration if it cannot be determined otherwise.

Note: In applying for this authorization the applicant certifies that all tree related work will be done in compliance with applicable OSHA safety standards and any other applicable city policies.

Applicant agrees to comply with all ordinances, regulations, specifications and conditions which may apply or be required as a condition of granting this request. Applicant shall indemnify, defend and hold harmless the City of High Point and its officers, agents, employees and successors in interest from and against all claims, damages, losses and expenses including attorney fees arising out of or in connection with work performed as a result of this request. This obligation of applicant to indemnify, defend and hold harmless shall continue in effect after the completion of the project authorized as a result of this request.

Any questions or comments may be addressed to the Planning and Development Department at 883-3328.

Applicant's Signature:

Karen C. Robinette

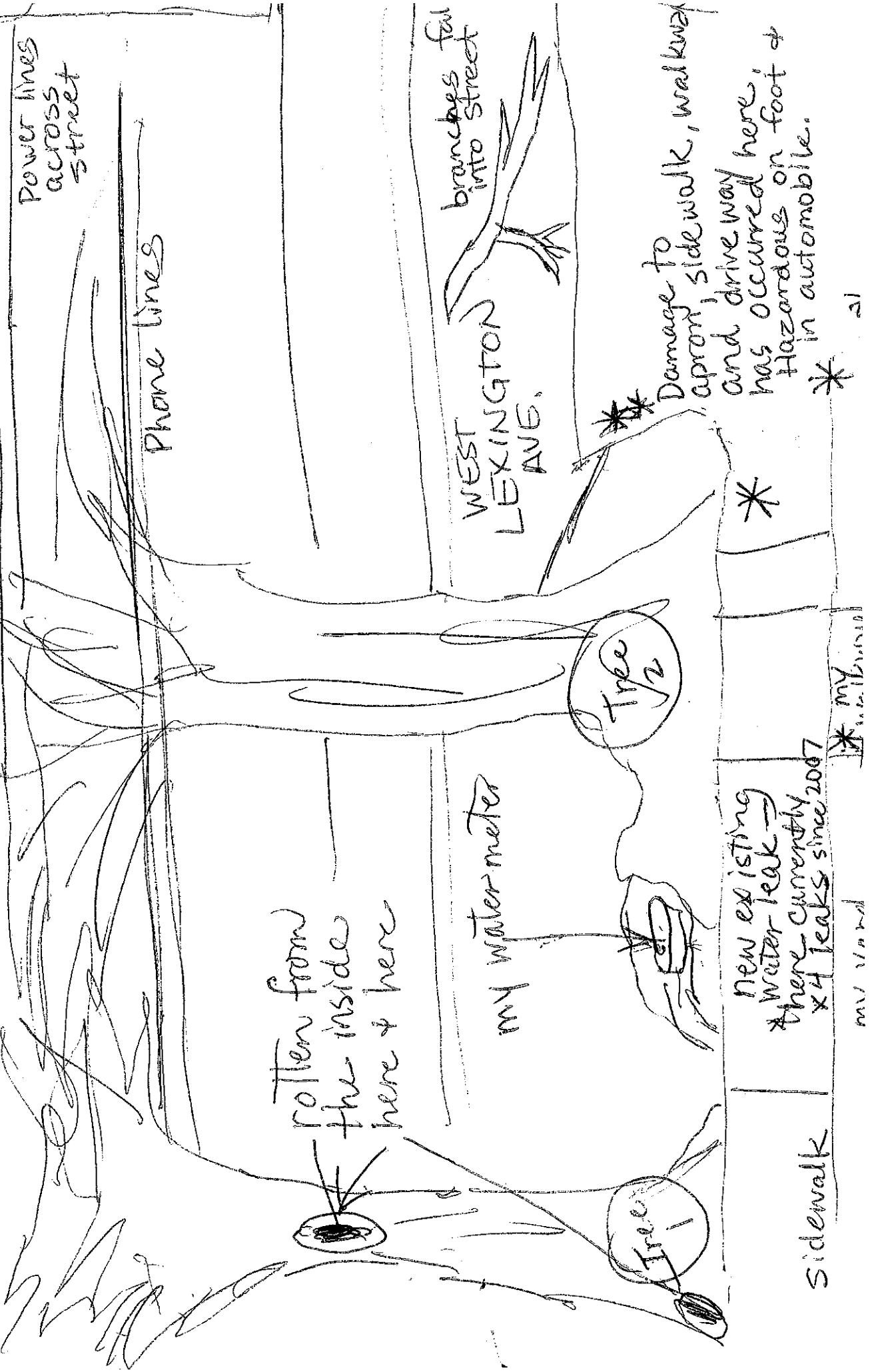
Date:

March 22, 2012

**Deadline for Submittal**

This application must be submitted to the Planning and Development offices at least two weeks prior to the next regularly scheduled Urban Forestry Committee meeting in order to be considered at that meeting. The Urban Forestry Committee meets on the 2nd Tuesday of each month at 2:00 p.m.

Karen Robinson was W. Lexington Ave.  
 I do not have extra income to have photographs developed due to high  
 utility bills (water/sewer) and plumbing expenses. This rough sketch  
 shows area of concern and 2 trees causing damage to my  
 property. I would like this addressed immediately.





**CITY OF HIGH POINT**  
NORTH CAROLINA

#5 concealed  
leak form  
will be filled  
out when  
plumber is  
allowed to do  
repairs.  
KIR

Dear Plumber or Property Owner,

The City of High Point requires the following information from a plumber's homeowner's statements before we can consider a credit on a customer's account. We will credit only the sewer portion of the customer's bill for concealed water leaks. Please use the attached form for the information required below. After we receive the attached statement it could possibly take up to 3 months for the customer to receive a credit. This is done to insure that the customer's consumption has returned to normal.

If you have any questions regarding this matter, please feel free to call the Customer Service Department at 336-883-3111 or 1-888-883-3632.

- 1) Type of leak repaired/location of leak. Only concealed leaks qualify for a sewer credit. (Commode leaks and leaking spigots do not qualify for an adjustment.)
- 2) Date the repair was made.
- 3) Statement: "To the best of your knowledge there are no other leaks at this time."
- 4) If the homeowner repairs a leak, he must state in the letter that he is the property owner and must be a resident at this location.
- 5) Repairs are to be made permanent in nature.
- 6) Consumption must show a decrease back to normal usage.
- 7) A sewer credit will be given for up to the 3 highest consecutive months above the average usage.

ey 88543 Name 25910 ROBINETTE, KAREN 08/01/2011 16:11  
BTA 6246 623 W LEXINGTON AV CSCINDY

Adjust

| 1. Code | Rate | GL Ctrl                | Amount |
|---------|------|------------------------|--------|
| SEWER   | 14   | SEWER UTILITY SERVICES | -25.26 |

Approved CSSANDY 08/02/2011 Adjustment -25.26

. Comments This adjustment was necessary to credit your account for a  
concealed leak for the months of June and July. The result

. Location 623 W LEXINGTON AV

. Apply Only YES

Command

ve(S), Approve(A), Delete(DE)

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/19/12 09:50:12 HOSTACCESS - New E3800 Server

85898 Name 25910 ROBINETTE, KAREN 10/13/2010 09:39 9  
BTA 6246 623 W LEXINGTON AV CSWHITE

Adjust

| 1. Code | Rate | GL Ctrl                | Amount  |
|---------|------|------------------------|---------|
| SEWER   | 14   | SEWER UTILITY SERVICES | -106.23 |

Approved CSPAM 10/13/2010 Adjustment -106.23

Comments This adjustment was necessary to credit your account for a  
concealed leak from your September to October 2010 billings. 9

Location 623 W LEXINGTON AV

Apply Only YES

Command

ve(S), Approve(A), Delete(DE)

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/19/12 09:50:23 HOSTACCESS - New E3800 Server

SBS

Adjustment - Money Only

INQU:

|         |       |                        |       |                    |                  |
|---------|-------|------------------------|-------|--------------------|------------------|
| Key     | 81898 | Name                   | 25910 | ROBINETTE, KAREN   | 11/16/2009 14:59 |
|         |       | BTA                    | 6246  | 623 W LEXINGTON AV | CSCINDY          |
|         |       | Adjust                 |       |                    |                  |
| 1. Code | Rate  | GL Ctrl                |       | Amount             |                  |
| SEWER   | 14    | SEWER UTILITY SERVICES |       | -164.69            |                  |

|                |            |            |         |
|----------------|------------|------------|---------|
| Approved CSPAM | 11/16/2009 | Adjustment | -164.69 |
|----------------|------------|------------|---------|

2. Comments This adjustment was necessary to credit your account for a concealed leak for the months of August thru October '2009.

3. Location 623 W LEXINGTON AV

4. Apply Only YES

Command

Save(S), Approve(A), Delete(DE)

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03/19/12 09:50:31 HOSTACCESS - New E3800 Server

ay 71472 Name 25910 ROBINETTE, KAREN 10/22/2007 10:47  
BTA 6246 623 W LEXINGTON AV CSWHITE

| Adjust  |      |                        |         |
|---------|------|------------------------|---------|
| 1. Code | Rate | GL Ctrl                | Amount  |
| SEWER   | 14   | SEWER UTILITY SERVICES | -189.75 |

Approved CSPAM 10/22/2007 Adjustment -189.75

Comments This adjustment was necessary to credit your account for a  
concealed leak from your July 2007 to September 2007

Location 623 W LEXINGTON AV

Apply Only YES

Command

ve(S), Approve(A), Delete(DE)

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/19/12 09:50:42 HOSTACCESS - New E3800 Server



**FORMAL BID RECOMMENDATION  
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.:  CONTRACT NO.:  DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO:  AMOUNT:

JUSTIFICATION:

| ACCOUNTING UNIT       | ACCOUNT | ACTIVITY | CATEGORY | BUDGETED AMOUNT |
|-----------------------|---------|----------|----------|-----------------|
|                       |         |          |          |                 |
|                       |         |          |          |                 |
|                       |         |          |          |                 |
|                       |         |          |          |                 |
| TOTAL BUDGETED AMOUNT |         |          |          |                 |

DEPARTMENT HEAD:  DATE:

The Purchasing Division concurs with recommendation submitted by the  and recommends award to the lowest responsible, responsive bidder  in the amount of \$ .

PURCHASING MANAGER:  DATE:

Approved for Submission to Council  
FINANCIAL SERVICES DIRECTOR:  DATE:

CITY MANAGER:  DATE:

# Community Development & Housing Department

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## HOME-American Rescue Plan (HOME-ARP) City Council Community Development Committee February 8, 2022



NORTH CAROLINA'S INTERNATIONAL CITY

# HOME-ARP

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- ❖ March 11, 2021, President Biden signed ARP into law providing over \$1.9 trillion in relief to address the continued impact of the COVID-19 pandemic
- ❖ \$5 billion in ARP funds to be administered through the HOME Program
- ❖ City of High Point received an allocation of \$1,988,359
  - \$1,690,105 for programs/projects
  - \$298,254 for administration and planning

# HOME-ARP

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**Purpose of funds:** Primarily to benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations (i.e. veterans, <30% AMI)

**Eligible activities include:** (1) development and support of affordable housing, (2) tenant-based rental assistance (TBRA), (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter units.

**Substantial Amendment:** Participating jurisdictions (PJs) must submit a Substantial Amendment to the Fiscal Year 2021 Annual Action Plan

# HOME-ARP ALLOCATION PLAN

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- ❖ Must engage in consultation and public participation processes to develop the HOME-ARP allocation plan
- ❖ Allocation plan must include:
  - A summary of the consultation process and results of upfront consultation;
  - A summary of comments received through the public participation process and a summary of any comments or recommendations not accepted and the reasons why;
  - A description of HOME-ARP qualifying populations within the jurisdiction;
  - An assessment of unmet needs of each qualifying population;
  - An assessment of gaps in housing and shelter inventory, homeless assistance and services, and homelessness prevention service delivery system;
  - A summary of the planned use of HOME-ARP funds for eligible activities based on the unmet needs of the qualifying populations;
  - An estimate of the number of housing units for qualifying populations the PJ will produce or preserve with its HOME-ARP allocation; and
  - A description of any preferences for individuals and families in a particular qualifying population or a segment of a qualifying population.

# Thank You

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Thanena S. Wilson, Interim Director  
Community Development & Housing Department  
336-883-3351  
[thanena.wilson@highpointnc.gov](mailto:thanena.wilson@highpointnc.gov)