FORM REVISED 6/04

DOCKET NO.	W-1305, Sub 34
FILING FEE R	

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

APPLICATION FOR A CERTIFICATE OF PUBLIC CONVENIENCE & NECESSITY AND FOR APPROVAL OF RATES

INSTRUCTIONS

Notes or explanations placed in the margins of the application are acceptable. If additional space is needed, supplementary sheets may be attached. If any section does not apply, write "not applicable" or cross out the section.

APPLICANT

1.	Trade name used for utility business Pluris Hampstead, LLC	
2.	· · · · · · · · · · · · · · · · · · ·	
3.		
٠.	City and state Dallas, TX	Zip Code 75225
4.	Business street address (if different from mailing address)	
5.	Business telephone number (888) 758-7471	
6.	If corporation, list the following:	
	President Maurice Gallarda, Managing Member	Vice President Kenneth Pratt, Member
	Secretary Kenneth Pratt, Member	Treasurer Dan Winters, CFO, Member
	Three (3) largest stockholders and percent of voting shares h	neld by each
	Kenneth Pratt, Melissa Pratt, and Maurice Gallarda. Membership %s for each	Member will be provided to the NCUC under confidentiality agreement.
7.	If partnership, list the owners and percent of ownership held I	by each
	PROPOSED UTILITY SE	RVICE AREAS
8.	Name of Subdivision or Service Area Edens Lane	
9.	County (or Counties) Pender	
10.	Type of Service (Water and/or Sewer) Sewer	
	PROPOSED RA	
	(Amount Applicant Propos	ses to Charge)
11	Metered Residential Service:	
• • • •	Water: N/A	
	Sewer: N/A	
12.	Flat Rate Residential Service:	
	Water: N/A	
	Sewer: No Change - as authorized in Docket No. W-1305, Sub	12.
13.	Nonresidential Service (explain):	
	Water: N/A	
	Sewer: No Change - as authorized in Docket No. W-1305, Sub	12.
14.	Tap-on fees:	
	Water: N/A	
	Sewer: No Change - as authorized in Docket No. W-1305, Sub	12
15.	Sewer: No Change - as authorized in Docket No. W-1305, Sub- Finance charge for late payment: No Change - as authorized in D	
15.	Finance charge for late payment: No Change - as authorized in E (NCUC Rule R12-9) specifies not more than one percent (1.0	Docket No. W-1305, Sub 12.
	Finance charge for late payment: No Change - as authorized in E (NCUC Rule R12-9) specifies not more than one percent (1.0 all bills still past due 25 days after billing date.)	Docket No. W-1305, Sub 12. 0%) per month will be applied to the unpaid balance of
16.	Finance charge for late payment: No Change - as authorized in E (NCUC Rule R12-9) specifies not more than one percent (1.0 all bills still past due 25 days after billing date.) Reconnection charge if water service cut off by utility as specifies.	Docket No. W-1305, Sub 12. 1%) per month will be applied to the unpaid balance of diffied in NCUC Rule R7-20:
16. 17.	Finance charge for late payment: No Change - as authorized in E (NCUC Rule R12-9) specifies not more than one percent (1.0 all bills still past due 25 days after billing date.)	Docket No. W-1305, Sub 12. 1%) per month will be applied to the unpaid balance of cified in NCUC Rule R7-20: No Change - as authorized in Docket No. W-1305, Sub 12.

PROPOSED BILLING

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ьтеd	uency of billing shall b	oe (monthly, quarterly, etc.)	No Change - as authorized in Docket No. V	V-1305, Sub 12.
Billin	ng shall be for service	(in advance or arrears)	No Change - as authorized in Docket No. V	V-1305, Sub 12
Bills	past due 15 d	ays after billing dates: (NCUC	C Rule R12-9 specifies that bills shall r	ot be past due les
than	fifteen (15) days after	r billing date).		
Will	regular billing be by w	ritten statement? (yes or no)	Yes	
Will t	the billing statement c	ontain the following? (Indicat	e yes or no for each item)	
(a)	Meter reading at be	eginning and end of billing pe	riod	<u>N/A</u>
(b)				\
(c)	Gallons used, base	ed on meter readings		N/A
(d)		•	separate amount	
(e)		• •	s a separate amount	-
(f)			sits, tap fees, etc.) listed as a separate	
		ill appear on the billing staten	•	
(a)	•	• • • • • • • • • • • • • • • • • • • •	LC, PO Box 297, Hampstead NC 28443	
(ω)	waining addicess of	oompany.		
/ b\	Addross where hill	can be paid in person: Pluri	s's National Call Center - 121 Dan Owen Dr I	Hamnetead NC 2844
(b)		ay in person at any Walmart Store		Tampatoad, 110 2011c
/e\				r husinges be
(c)	•		to contact for emergency service afte	
			age and immediately contact Regional Manag	jer in the area.
	rvice already metered	· · —		
	• •	•	lishing credit and collecting customer	deposits set forth
	-	lations, Chapter 12? (yes or r	•	
			ving not more than two (2) bills overdu	e during a 12-mont
peno	od and who are not the	en delinquent on the payment	t of their bills, per NCUC Rule R12-5.)	
		PRESENT	T PATES	
		INCOLIN	Tionico	
Are v	you presently charging	for service? If so, describe	the rates being charged	
-		prized in Docket No. W-1305, Sub	• •	
				
Lou	long have those rates	hoon in offect? Since Novem	ber 13, 2020, the date of the Order issued in D	locket No. W-1305, Sut
110**	long have these rates	been in ellect:		
		PERSONS TO	O CONTACT	
		NAME	ADDRESS	TELEPHONE
				
_			DO D 007 II	
(iene	eral Manager	Kris Kina	PU Box 297. Hampstead NG	(888) 758-7471
	eral Manager	Kris King	PO Box 297, Hampstead NC	(888) 758-7471
Com	plaints or Billing	Beverly Yopp	PO Box 297, Hampstead NC	(888) 758-7471
Com Engi	plaints or Billing neering Operations	Beverly Yopp Kris King	PO Box 297, Hampstead NC PO Box 297, Hampstead NC	(888) 758-7471 (888) 758-7471
Com Engir Emer	plaints or Billing neering Operations rgency Service	Beverly Yopp Kris King Customer Care	PO Box 297, Hampstead NC PO Box 297, Hampstead NC PO Box 297, Hampstead NC	(888) 758-7471 (888) 758-7471 (888) 758-7471
Com Engii Eme	plaints or Billing neering Operations	Beverly Yopp Kris King	PO Box 297, Hampstead NC PO Box 297, Hampstead NC	(888) 758-7471 (888) 758-7471
Com Engii Eme Acco	plaints or Billing neering Operations rgency Service ounting	Beverly Yopp Kris King Customer Care Dan Winters	PO Box 297, Hampstead NC PO Box 297, Hampstead NC PO Box 297, Hampstead NC 5950 Berkshire Ln, Ste 800, Dallas, TX	(888) 758-7471 (888) 758-7471 (888) 758-7471 ((888) 758-7471
Com Engil Emel Acco	plaints or Billing neering Operations rgency Service ounting the names and phone	Beverly Yopp Kris King Customer Care Dan Winters numbers shown above listed	PO Box 297, Hampstead NC PO Box 297, Hampstead NC PO Box 297, Hampstead NC 5950 Berkshire Ln, Ste 800, Dallas, TX In the phone book by each of the projections.	(888) 758-7471 (888) 758-7471 (888) 758-7471 ((888) 758-7471
Com Engil Emel Acco	plaints or Billing neering Operations rgency Service ounting the names and phone	Beverly Yopp Kris King Customer Care Dan Winters	PO Box 297, Hampstead NC PO Box 297, Hampstead NC PO Box 297, Hampstead NC 5950 Berkshire Ln, Ste 800, Dallas, TX In the phone book by each of the projections.	(888) 758-7471 (888) 758-7471 (888) 758-7471 ((888) 758-7471
Com Engii Emei Acco Are t (yes	plaints or Billing neering Operations rgency Service ounting the names and phone or no) No. The numbe	Beverly Yopp Kris King Customer Care Dan Winters numbers shown above listed are listed on the Pluris Holdings	PO Box 297, Hampstead NC PO Box 297, Hampstead NC PO Box 297, Hampstead NC 5950 Berkshire Ln, Ste 800, Dallas, TX In the phone book by each of the projections.	(888) 758-7471 (888) 758-7471 (888) 758-7471 ((888) 758-7471 posed service area
Com Engii Emer Acco Are t (yes Can	plaints or Billing neering Operations rgency Service ounting the names and phone or no) No. The numbe	Beverly Yopp Kris King Customer Care Dan Winters numbers shown above listed are listed on the Pluris Holdings	PO Box 297, Hampstead NC PO Box 297, Hampstead NC PO Box 297, Hampstead NC 5950 Berkshire Ln, Ste 800, Dallas, TX I in the phone book by each of the project website at www.plurisusa.com.	(888) 758-7471 (888) 758-7471 (888) 758-7471 ((888) 758-7471 posed service area
Com Engli Emer Acco Are t (yes Can Yes	plaints or Billing neering Operations rgency Service bunting the names and phone or no) No. The numbe customers make phore	Beverly Yopp Kris King Customer Care Dan Winters numbers shown above listed as are listed on the Pluris Holdings the calls for service without be	PO Box 297, Hampstead NC PO Box 297, Hampstead NC PO Box 297, Hampstead NC 5950 Berkshire Ln, Ste 800, Dallas, TX I in the phone book by each of the project website at www.plurisusa.com.	(888) 758-7471 (888) 758-7471 (888) 758-7471 ((888) 758-7471 posed service area
Com Engil Emel Acco Are t (yes Can Yes	plaints or Billing neering Operations rgency Service bunting the names and phone or no) No. The numbe customers make phore ersons designated to	Beverly Yopp Kris King Customer Care Dan Winters numbers shown above listed as are listed on the Pluris Holdings are calls for service without be receive phone calls for emergence.	PO Box 297, Hampstead NC PO Box 297, Hampstead NC PO Box 297, Hampstead NC 5950 Berkshire Ln. Ste 800, Dallas, TX I in the phone book by each of the properties website at www.plurisusa.com. Peing charged for a long distance phone gency service, after regular business it	(888) 758-7471 (888) 758-7471 (888) 758-7471 ((888) 758-7471 posed service area e call? (yes or no)
Com Engli Emer Acco Are t (yes Can Yes Do p	plaints or Billing neering Operations rgency Service bunting the names and phone or no) No. The numbe customers make phore rersons designated to ovide the needed repa	Beverly Yopp Kris King Customer Care Dan Winters numbers shown above listed as are listed on the Pluris Holdings are calls for service without be receive phone calls for emergairs without first contacting over	PO Box 297, Hampstead NC PO Box 297, Hampstead NC PO Box 297, Hampstead NC 5950 Berkshire Ln. Ste 800, Dallas, TX I in the phone book by each of the properties website at www.plurisusa.com. Peing charged for a long distance phone gency service, after regular business in the properties of the prope	(888) 758-7471 (888) 758-7471 (888) 758-7471 ((888) 758-7471 posed service area
Com Engli Emel Acco Are t (yes Can Yes Do po to pro	plaints or Billing neering Operations rgency Service bunting the names and phone or no) No. The numbe customers make phore rersons designated to ovide the needed repathe qualifications of the	Beverly Yopp Kris King Customer Care Dan Winters numbers shown above listed are are listed on the Pluris Holdings are calls for service without be receive phone calls for emergairs without first contacting over the person in charge of the utility.	PO Box 297, Hampstead NC PO Box 297, Hampstead NC PO Box 297, Hampstead NC 5950 Berkshire Ln. Ste 800, Dallas, TX I in the phone book by each of the properties website at www.plurisusa.com. Peing charged for a long distance phone gency service, after regular business in the properties of the prope	(888) 758-7471 (888) 758-7471 (888) 758-7471 ((888) 758-7471 posed service area
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Com Engli Emer Acco Are t (yes Can Yes Do p to prot List t Kris K	plaints or Billing neering Operations rgency Service punting the names and phone or no) No. The numbe customers make phore rersons designated to ovide the needed repair the qualifications of the ling; CS4 #1011160; WW.	Beverly Yopp Kris King Customer Care Dan Winters numbers shown above listed are are listed on the Pluris Holdings are calls for service without be receive phone calls for emerging without first contacting over the person in charge of the utility 4 #1002807	PO Box 297, Hampstead NC PO Box 297, Hampstead NC PO Box 297, Hampstead NC 5950 Berkshire Ln. Ste 800, Dallas, TX I in the phone book by each of the properties website at www.plurisusa.com. Peing charged for a long distance phone gency service, after regular business in the properties of the prope	(888) 758-7471 (888) 758-7471 (888) 758-7471 ((888) 758-7471 posed service area e call? (yes or no)
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SERVICE AREA

Fill in one column for each subdivision or service area.

			(1)	(2)	(3)
4	Name of authorising as against area		Edens Lane		
1. 2.	Name of subdivision or service area County (or Counties)		Pender		
3.	Type of service (water, sewer, etc.)		Sewer		
4.	If water is purchased, list from whom	1	N/A		
5.	Source of water supply (wells, etc.)	•	N/A	<u> </u>	
6.	Number of wells in service		N/A		
7.	Pumping capacity of each pump in s	ervice	N/A		
8.	Elevated storage tank capacity (gals		N/A		
9.	Pressure tank capacity (gals.)	•	N/A		
10.	Types of water treatment (chlorine,	etc.)	N/A		
11.	Number of fire hydrants installed	•	N/A		
12.	Is sewage disposal by septic tank or sewer system?	by	N/A		
13.	If disposal is by sewer system, is set treated by utility company or by other		N/A		
14.	Capacity of Company's sewage trea	tment			· · · · · · · · · · · · · · · · · · ·
	plant (gallons per day)		500,000 gpd		
15.	Is service metered? (yes or no)		N/A		
16.	Number of water meters in use		N/A		
17.	Number of service taps in use	18/2422	N/A		
	(list number of each size)	Water	INA		
					
		Sewer	1	•	
		Sewei			
18.	Number of customers at the end of				
10.	test year	Water	N/A		
	•	Sewer	1,088		
19.	Number of customers that can be served by mains already installed (including present customers,				
	vacant lots, etc.)	Water	N/A		
		Sewer	2,778		
20.	Number of customers that can be served by pumping capacity	Water	N/A		
21.	Number of customers that can be served by storage tank capacity	Water	N/A		
22.	Number of customers that can be served by treatment plant capacity	Sewer	2,778		
23.	Name nearest water/sewer utility system		Pluris Hampstead		
24.	Distance to nearest water/sewer utility system		3,077 FEET		
25.	Does any other person or utility seek to furnish the service(s) proposed herein? (yes or no)		No		
26.	a. DENR System I.D. No.	Water	N/A		····
	b. NPDES or Nondischarge				
	Permit No.	Sewer	WQ0037287		

-4-FINANCIAL STATEMENT

1.	Will a separate set of books be maintained for the utility business?					
	Yes					
_						

- Will a separate bank account be maintained for the utility business? Yes
- 3. Are the revenues and expenses listed below based on past operations or are they estimated for future operations? (actual or estimated) Estimated

Pluris Hampstead, LLC holds a public utility franchise.

Rates will be the same as approved by the NCUC.

REVENUES AND EXPENSES

For 12 Months Ended N/A (Date)

	Revenues	Water	Sewer
4.	Residential service (flat rate)	\$ N/A	\$ N/A
5.	Residential service (metered rate)	\$ N/A	\$ N/A
6.	Nonresidential service (flat rate)	\$ N/A	\$ N/A
7.	Nonresidential service (metered rate)	\$ N/A	\$ N/A
8.	Other revenues (describe in remarks below)	\$ N/A	\$ N/A
9.	Total Revenues (Lines 4 thru 8)	\$ <u>N/A</u>	\$ <u>N/A</u>
10.	Total salaries (except owner)	\$ N/A	\$ N/A
11.	Salaries paid to owner	\$ N/A	\$ N/A
12.	Administrative and office expense (except salaries)	\$ N/A	\$ N/A
13.	Maintenance and repair expense (except salaries)	\$ N/A	\$ N/A
14.	Transportation expenses	\$ N/A	\$ N/A
15.	Electric power for pumping	\$ N/A	\$ N/A
16.	Chemicals for treatment	\$ N/A	\$ N/A
17.	Testing fees	\$ N/A	\$ N/A
18.	Permit fees	\$ N/A	\$ N/A
19.	Purchased water/sewer treatment	\$ N/A	\$ N/A
20.	Annual depreciation	\$ N/A	\$ N/A
21.	Taxes: State income taxes	\$ N/A	\$ N/A
22.	Federal income taxes	\$ N/A	\$ N/A
23.	Gross receipts (or franchise tax)	\$ N/A	\$ N/A
24.	Property taxes	\$ N/A	\$ N/A
25.	Payroll taxes	\$ N/A	\$ N/A
26.	Other taxes	\$ N/A	\$ N/A
27.	Interest on debt during year	\$ N/A	\$ N/A
28.	Other expenses (describe in remarks below)	\$ N/A	\$ N/A
29.	Total Expenses (Lines 10 thru 28)	\$ N/A	\$ N/A
30.	Net Income (Line 9 minus Line 29)	\$ N/A	\$ N/A
***************************************	narks		
31.	N/A		
32.	N/A		
33.	N/A		
34.	N/A		
35.	N/A		

NUMBER OF CUSTOMERS SERVED

		Water			Sewer
		Flat Rate	Metered	Flat Rate	Metered
36.	Customers at beginning of year	N/A	N/A	913	N/A
37.	Customers at end of year	N/A	N/A	1,088	N/A
38.	Average gallons used per customer	@180 gallons per	day per 3 bedroom dw	elling = 5,875,200	per month

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UO I	UF	UIIL	. 1 1 1	010	

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•	·						
	(actual or estimated) Estimated Does the cost of utility system listed below represent the cost to the Applicant herein? (yes or no)						
_	I/A - Developer is responsible for the entire cost.						
11	f no, list cost (purchase price to Applicant). N/A						
	ORIGINAL COST OF UTILITY						
	As of Year Ended December 31, 2022	(Date)					
Note	e: List the total original cost to construct and establish the	system, whether o	r not paid for by the				
	present owner.						
	Utility Property in Service	<u>Bala</u>	ance at End of Year				
		<u>Water</u>	<u>Sewer</u>				
3. La	and and rights-of-way	\$ N/A	\$ N/A				
4. S	Structures and site improvement	\$ N/A	\$ N/A				
5. W	Vells	\$ N/A	\$ N/A				
6. P	Pumping equipment	\$ N/A	\$ 500,000				
7. T	reatment equipment	\$ N/A	\$ N/A				
8. S	Storage tanks	\$ N/A	\$ <u>N/A</u>				
9. M	lains (excluding service connections)	\$ <u>N/A</u>	\$ 120,000				
10. S	Service connections	\$ <u>N/A</u>	\$ 57,000				
11. M	fleters (including spare meters)	\$ <u>N/A</u>	\$ <u>N/A</u>				
12. O	Office furniture and equipment	\$ <u>N/A</u>	\$ N/A				
13. T	ransportation equipment	\$ <u>N/A</u>	\$ N/A				
14. O	Other utility property in service (describe in remarks below)	\$ <u>N/A</u>	\$ <u>N/A</u>				
15.	Total utility property in service (Lines 3 thru 14)	\$ <u>N/A</u>	\$ <u>N/A</u>				
16. Le	ess: accumulated depreciation	\$ <u>N/A</u>	\$ <u>N/A</u>				
17. Le	ess: accumulated tap fees and other contributions in aid of construction	\$ N/A	\$ 448,000				
18. Le	ess: customer advances	\$ N/A	\$ N/A				
19.	Net investment in utility property (Line 15 minus 16, 17, & 18)	\$ N/A	\$ <u>N</u> /A				
	Utility Property Not in Service	Bala	ance at End of Year				
	<u> </u>	<u>Water</u>	Sewer				
	Construction work in progress	\$ <u>N/A</u>	\$ <u>N/A</u>				
	roperty held for future use	\$ N/A	\$ <u>N/A</u>				
22. O	Other (describe in remarks below)	\$ <u>N/A</u>	\$ <u>N/A</u>				
Davis 1							
Remark 23.	<u>(S</u>						
23. — 24.							
25							
26. <u> </u>							

RECOVERY OF PLANT COST

The utility proposes to recover the cost of the plant listed on Page 5, Line 15 as follows:

	<u>Water</u>	<u>Sewer</u>
Amount to be contributed by developer	s N/A	\$ O
Amount to be recovered through tap fees	\$ N/A	\$ 448,000
Amount to be recovered through rates	\$ N/A	s N/A
Other (please describe below on Line 6)	s N/A	\$ N/A
(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	•	
Total cost of plant	\$ <u>N/A</u>	\$ <u>N/A</u>
Description of other:		
ANNU	JAL DEPRECIATION	
If annual depreciation is claimed using a comp	osite rate for the entire sy	vstem, show rate of depreciation used:
Water: N/A	<u> </u>	, с. с
Sewer: The infrastructure will be recorded in the ass	set account and the utility will	use account specific depreciation rates.
If annual depreciation is claimed using individuused: The rate of depreciation for sewer collection		equipment, show rates of depreciation
		_

-7OTHER FINANCIAL INFORMATION

a.	Сар	ital structure as of December 31, 2022		
b.	Сар	ital structure balances:		
			Amount	Percent Of Total Capital
	Long	g-term debt/loans	\$ 3,089,155	128.6%
	Pref	erred stock (if any)	\$ <u>N/A</u>	N/A
	Con	nmon equity:		
	C	Common stock	\$ 907,249	37.8%
	F	Retained earnings	\$ (1,595,370)	(66.4%)
		Total common equity	\$ (688,121)	(28.6%)
	Tota	ıl capital	\$ 2,401,034	100%
The	purch	ase price of the system will be financed as fol	lows:	
a.	Long	g-term debt	\$ N/A	
b.	Sho	rt-term debt	\$ N/A	
C.	Con	nmon stock	\$ N/A	
d.	Reta	ained earnings	\$ N/A	
e.		er (please describe below on Line g)	\$ N/A	
f.		otal purchase price	\$ N/A	
g.	Des	cription of other: N/A		
Plea	se pro	ovide the following for improvements/additions	to be made in the first ye	ear:
	•	ovide the following for improvements/additions f description:	to be made in the first ye	ear:
	•	• ,	to be made in the first ye	ear:
a.	Brie	• ,	to be made in the first ye	ear:
a.	Brie	f description: None.	\$ N/A	ear:
a.	Brie	f description: None.		ear:
a.	Brie Fina (1)	ncing: Long-term debt	\$ <u>N/A</u>	ear:
a.	Fina (1) (2)	ncing: Long-term debt Short-term debt	\$ N/A \$ N/A	ear:
a.	Fina (1) (2) (3)	ncing: Long-term debt Short-term debt Common stock	\$ N/A \$ N/A \$ N/A	ear:
Plea a.	Fina (1) (2) (3) (4)	ncing: Long-term debt Short-term debt Common stock Retained earnings	\$ N/A \$ N/A \$ N/A \$ N/A	ear:
a.	Fina (1) (2) (3) (4) (5)	ncing: Long-term debt Short-term debt Common stock Retained earnings Other (please describe below on Line (7))	\$ N/A \$ N/A \$ N/A \$ N/A \$ N/A	ear:

None	
-	
eac	there any major replacements required in the next five years and the next ten years? Indicate the estimated cost of in replacement, the year it will be made, and how it will be financed (long-term debt, short-term debt, common stock, ined earnings, and other (please explain)).
110110	·
-	
_	
ope: subi	ise fill out the attached addendum showing the projected cash flows and income statement for the first five years of ration of this system. This addendum should be for the utility system for which the subject application is being nitted, exclusively. Instructions are included on page 3 of the addendum. The following information may be ided instead of filing the addendum: Completed
(1)	Audited financial statements for the utility and/or parent company. N/A
(2)	Budgets, capital and operating, for the company's North Carolina utility operations for the next five years.
(3)	The most recent fiscal year budgets, capital and operating, and the actual amounts for that year for the utility's and/or parent company's North Carolina utility operations. N/A

EXHIBITS

THE FOLLOWING EXHIBITS SHALL BE ATTACHED TO THE APPLICATION:

- If the Applicant is a corporation, enclose a copy of the Articles of Incorporation on file with the North Carolina Secretary of State. (Not required if previously filed with the Commission.) Not required. Previously filed.
- 2. If the Applicants are doing business as a partnership, enclose a copy of the partnership agreement. (Not required if previously filed with the Commission.) Not applicable.
- If the Applicant is conducting business under a trade name or d/b/a, enclose a copy of the certificate filed with the register of deeds in each county where the Applicant will be conducting business as required by G.S. 66-68, N.A.
- Enclose a copy of a letter from the Department of Environment and Natural Resources granting approval of the plans for each water system. Not applicable.
- Enclose a copy of a letter from the Department of Environment and Natural Resources granting approval of the plans 5 for each sewer system. NCDEQ Permit is attached
- Enclose a copy of a Division of Environmental Health (DEH) report on a chemical analysis of untreated water from each well. (This should not be confused with the monthly samples submitted to DEH for bacteriological analysis. Contact DEH for instructions to obtain a sample for chemical analysis.) Not applicable.
- Enclose a copy of purchase agreements or contracts showing provision for ownership or control of the water or sewer systems, including sites for wells or treatment plants. Pluris holds a public utility franchise.
- Enclose a copy of contracts or agreements, including all attachments, exhibits, and appendices, between the utility and any other party (land developers, customers, etc.) regarding the proposed utility services, including contracts regarding tap fees, construction costs, easements, and rights-of-way, etc. (If none, write "none"). Attached,
- Enclose a vicinity map showing the location of the proposed subdivisions or service areas in sufficient detail for someone not familiar with the county to locate the subdivisions. (A county roadmap with the subdivisions outlined is suggested.) Attached.
- Enclose maps of the subdivisions in sufficient detail to show the layout of streets, lots, the water or sewer mains, hydrants, wells, pumping equipment, treatment facilities, storage facilities, etc. Attached.
- Enclose a copy of the workpapers supporting the estimate of the plant costs, including a breakdown by type of plant 11. item, showing the detail of how the estimated cost was determined, and indicating which plant items, if any, will be contributed to the utility. Not applicable. The Developer paid for in tract infrastructure.
- Enclose a copy of the most recent fiscal year financial statements, audited if available, for the Applicant.

 Please reference Sub 25 for Exhibit 12.

 Enclose a copy of the most recent fiscal year financial statements, audited if available, for the parent company of the Applicant. N.A.
- If the information requested in Exhibits 12 and 13 is not available, enclose a copy of the most recent fiscal year financial statements or statement of net worth for the principals of the utility and/or parent company.

FILING INSTRUCTIONS

- Eight (8) copies of the application and exhibits shall be filed with the North Carolina Utilities Commission, 4325 Mail Service Center, Raleigh, North Carolina 27699-4325. One of these copies must have an original signature. (Applicants must also provide any copies to be returned to them.)
- Enclose a filing fee as required by G. S. §62-300. A Class A company (annual revenues of \$1,000,000 or more) requires a \$250 filing fee. A Class B company (annual revenues between \$200,000 and \$1,000,000) requires a \$100 filing fee. A Class C company (annual revenues less than \$200,000) requires a \$25 filing fee. MAKE CHECK PAYABLE TO THE N.C. DEPARTMENT OF COMMERCE/UTILITIES COMMISSION.

	SIGNATUR	RE
17.	Application shall be signed and verified by the Applicar	nt.
		Signature Plane 4/1/2024
18.	(Typed or Printed Name) Raquel Diaz	
	in the exhibits attached hereto are true to the best of hi	orn, says that the information contained in this application and s/s/her knowledge and belief.
C	State: North Carolina ounty: Onslow	This the day of April, 20 24
	Suria CA D GANO	Erica D. Chotal Philip O 1075 NC HWN 210 Sneads Ferry NC 28461
	NOTARL NOTARL NOTARL NOTARL NOTARL	My Commission Expires: September 1, 2025 Date
	COUNT WHITE	

PROJECTED INCOME STATEMENT

LINE						
NO.	<u>ltem</u>	Year 1	Year 2	Year 3	Year 4	Year 5
	Operating Revenue	-	-	-	•	-
1	Meter Service revenue	-	•	-	-	-
2	Flat rate service revenue (1)	29,700.00	59,400.00	89,100.00	118,800.00	136,620.00
3	Bulk sewer revenue (2)	-	-	-	-	•
4	Re-connect fees	-	-	-	-	-
5	Returned check charge	-	-	-	-	-
6	Late payment charge	-	-	-	•	-
7	Other operating revenue					
8	Total operating revenue (Sum of Line 1 thru 7)	29,700.00	59,400.00	89,100.00	118,800.00	136,620.00
_	Operating expenses			400 047 00	400.047.00	400 047 00
9	Total salaries and wages	169,317.00	169,317.00	169,317.00	169,317.00	169,317.00
10	Outside Labor expenses	862.00	1,724.00	2,585.00	3,447.00	3,964.00
11	Administrative and office expense	-	-	-	-	-
12	Maintenance and repair expense	-	-	-	•	-
13		-	-	-	-	-
14	Purchased sewage treatment	·	-		- 	
15	Electric power expense	2,351.00	4,701.00	7,052.00	9,403.00	10,813.00
16	Chemical expense	2,022.00	4,044.00	6,066.00	8,088.00	9,302.00
17	Testing fees	730.00	1,461.00	2,191.00	2,922.00	3,360,00
18	Transportation expense	-	-	-	-	-
19	Other operating expense	5,622.00	11,244.00	16,867.00	22,489.00	25,862,00
20	Total operation and maintenance expenses (Sum of Line 9 thru Line 19) (3)	180,904.00	192,491.00	204,078.00	215,666.00	222,618.00
21	Annual depreciation expense	991.00	(5,147,00)	(5,147.00)	(5,147.00)	(5,147.00)
22	Property taxes paid on utility property	- 	- 	<u>-</u>	- 	
23	Payroll taxes	12,953.00	12,953.00	12,953.00	12,953.00	12,953.00
24	Franchise (gross receipts) tax		-	400.00	470.00	-
25	Annual NCUC regulatory fee	44.00	88.00	132.00	176.00	202.00
26	Total operating expenses (Sum of Line 20 thru Line 25)	194,892.00	200,385.00	212,016.00	223,648,00	230,626.00
	Income Taxes					
27	State income taxes	-	-	-	-	-
28	Federal income taxes					
29	Total income taxes (Line 27 + 28) (4) (5)					
30	Net operating income (loss) (Line 8 - Line 26 - Line 29)	(165,192.00)	(140,985.00)	(122,916.00)	(104,848.00)	(94,006.00)
31	Interest expense					
32	Net income (loss) (Line 30 - Line 31)	\$ (165,192.00)	\$ (140,985,00)	\$ (122,916.00)	\$ (104,848.00)	\$ (94,006.00)

Notes: (1) Flat rate revenues have been calculated using the flat base rate of \$82.50 (per Docket W-1305, Sub 12) times the number of expected ERC's at year end.

⁽²⁾ Bulk rate revenues have been calculated using a proposed rate of \$7.00 per 1,000 gallons times the number of estimated wastewater gallons at year-end.

⁽³⁾ O&M expense has been factored using the estimated homes as a percentage of total ERCs times the total expense from Docket W-1305, Sub 12 (with the only exception being salaries and wages). The preceding years 1 - 4 have been calculated as a percentage based on expected year end ERC's and the number of ERC's at build out.

⁽⁴⁾ The projected income statement is based on estimates provided by management. Actual results over five year period may vary significantly.

Statement of Cash Flows

LINE	:					
NO.		Year 1	Year 2	Year 3	Year 4	Year 5
	Cash Flows From Operating Activities					
1	Pre-tax operating income (loss):					
2	Total operating revenue	29,700.00	59,400,00	89,100,00	118,800.00	136,620,00
3	Less: Operation and maintenance expenses	180,904.00	192,491.00	204,078.00	215,666.00	222,618,00
4	Less: Taxes other than income	12,997.00	13,041.00	13,085.00	13,129.00	13,155.00
5	Pre-tax operating income (loss)	(164,201,00)	(146,132.00)	(128,063.00)	(109,995.00)	(99,153.00)
•	, to tax operating moone (1955)				()	(,,,
6	Income tax calculation:					
7	Pre-tax operating income (loss)	(164,201.00)	(146,132.00)	(128,063.00)	(109,995.00)	(99,153.00)
8	Plus: Contributions in aid of construction	-	•			-
9	Less: Tax depreciation	36,040.00	45,000.00	45,000.00	45,000.00	45,000.00
10	Less: Interest expense	-		•	-	•
11	Taxable income (loss)	-	-	-	•	-
12	State income tax	-	-		-	-
13	Federal income tax	-		-	-	-
14	Total income taxes to be paid				- '	
	•					
15	Net cash provided by (used in) operating activities	(164,201.00)	(146,132.00)	(128,063.00)	(109,995.00)	(99,153.00)
	Cash Flows From Investing Activities					
	Purchases of utility plant	901,000.00	224,000.00	-	•	-
17	•	-	-	-	•	-
18	Less: Contributions in aid of construction	901,000.00	224,000.00	-	•	-
19	Less: Proceeds from disposal of utility plant	-	 ·	 .	<u> </u>	
20	Net cash used (provided) by investing activities				<u> </u>	
	Cash Flows From Financing Activities					
21		-	-	_	•	-
22		_	-		_	_
23		-	-	-	-	-
24		-	-	-	-	_
25		· <u>-</u>	-		_	_
26	· · · · · · · · · · · · · · · · · · ·	-	-	•	-	-
27	Less: Dividends paid	-	-	-	•	-
28	Plus: Funds provided by owner		<u> </u>	<u> </u>		
29	Net cash provided (used) by financing activities		<u> </u>	<u> </u>	<u>. </u>	<u> </u>
20	Not be seen and decomposed in seast	(164 201 00)	(1.40.122.00)	(438.003.00)	(400 005 00)	(00.453.00)
30	, ,	(164,201.00)	(146,132.00)	(128,063.00)	(109,995.00)	(99,153.00)
31		1164 201 001	(164,201.00)	(310,333.00)	(438,396.00)	(548,391.00)
32	Cash balance at end of year	(164,201.00)	(310,333.00)	(438,396.00)	(548,391.00)	(647,544.00)

Note: (1) The projected income statement is based on estimates provided by management. Actual results over five year period may vary significantly.

Page 3

ADDENDUM TO APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY AND FOR APPROVAL OF RATES

Instructions

- 1. These schedules should reflect all revenues, costs, investment, etc. associated with or to be associated with the utility system for which the subject franchise application is being submitted, exclusively.
- 2. For purposes of forecasting future expenses, as a simplifying assumption, it may be assumed that increases in such costs due to increases in general price levels, (i.e., inflation) will on average be offset by concurrent rate increases. Thus, no provision(s) for such offsetting changes will need to be made in forecasting costs.
- 3. A written detailed narrative explanation of all assumptions underlying the information and data contained in this addendum and five (5) copies of all workpapers developed in completing the addendum are to be filed with the Commission's Chief Clerk concurrent with the filing of the franchise application.
- 4. Computations for Statement of Cash Flows (Page 2 of Addendum)
 - (a) Line 2 should agree with Addendum Page 1 Projected Income Statement, Line 8.
 - (b) Line 3 should agree with Addendum Page 1 Projected Income Statement, Line 20.
 - (c) Line 4 should agree with Addendum Page 1 Projected Income Statement, Sum of Line 22 thru Line 25.
 - (d) Line 14 should equal Line 12 plus Line 13.
 - (e) Line 15 should equal Line 5 less Line 14.
 - (f) Line 30 should equal Line 15 less Line 20 plus Line 29.
 - (g) Line 31 should equal the cash balance at the end of the prior year, except for the beginning balance for Year 1, which should be zero.
 - (h) Line 32 should equal Line 30 plus Line 31.



State of North Carolina Department of Environmental Quality Division of Water Resources

Flow Tracking for Sewer Extension Applications (FTSE 10-18)

• •	uesting Allo		uris Hampstead grequested: E				
Ü		ay be required for	r a single project in ing the route of the	f the owner of		responsible for (all pump
. Complet	te this sectio	n only if you a	re the owner of	f the wastewa	ater treatment j	plant.	
	•		s, Hampstead L	LC			
b. WW	TP Facility	Permit #: W	Q0037287		All flows at	re in MGD	
c. WW	TP facility'	s permitted flo	w	_	0.250	c in made	_
	_	•	et tributary to t		0.035		-
	•	s actual avg. fl his specific req			0.100 0.050400		
			vs to the facility		0185400		-
_		itted flow used			74%		•
Pump Station (Name or Number)	Pump Station Permit No.	Firm Capacity, * MGD	(A) Design Average Daily Flow** (Firm / pf), MGD	(B) Approx. Current Avg. Daily Flow, MGD	(C) Obligated, Not Yet Tributary Daily Flow,	(D)=(B+C) Total Current Flow Plus Obligated Flow	(E)=(A-D) Available Capacity***
that ** D	can be achie esign Avera	eved with the la ge Daily Flow i	low) of any pum rgest pump tak s the firm capac n 2.02(A)(4)(c)	en out of serveity of the pu	vice. mp station divi	ded by a peaki	
***	A Planning A	Assessment Ad	n 2.02(A)(4)(e) dendum shall be point and the V	e attached for	r each pump st	ation located).
Downstrea	ım Facility N	Name (Sewer):	Pluris Hamps	tead LLC			
	ım Permit N	` ,	WQCS37324				

III. Certification Statement:

I Randy Hoffer, Regional Manager certify to the best of my knowledge that the addition of the volume of wastewater to be permitted in this project has been evaluated along the route to the receiving wastewater treatment facility and that the flow from this project is not anticipated to cause any capacity related sanitary sewer overflows or overburden any downstream pump station en route to the receiving treatment plant under normal circumstances, given the implementation of the planned improvements identified in the planning assessment where applicable. This analysis has been performed in accordance with local established policies and procedures using the best available data. This certification applies to those items listed above in Sections I and II plus all attached planning assessment addendums for which I am the responsible party. Signature of this form certifies that the receiving collection system or treatment works has adequate capacity to transport and treat the proposed new wastewater.

Signing Official Signature

Title of Signing Official

Page 2 of 6

PLANNING ASSESSMENT ADDENDUM (PAA)

Submit a planning assessment addendum for each pump station listed in Section II where Available Capacity is ≤ 0.

Pump	Station (Name or Number):	
Given	that:	
a.	The proportion and amount of Obligated, Not Yet Transcription and MGD of the Average and that	ributary Daily Flow (C) accounts for vailable Capacity (E) in Pump Station
b.	The rate of activation of this obligated, not yet tribut MGD per year; and that	ary capacity is currently approximately
c.	A funded Capital Project that will provide the requirement is in planned completion in; and;	ed planned capacity, namely design or under construction with
d.	planned completion in; and The following applies:	d/or
this fl	fore: reasonably expected conditions and planning inf ow to be permitted, without a significant likel ructure.	
	erstand that this does not relieve the collection 7(a) which prohibits the introduction of any was 1.	
Sign	ning Official Signature	Date

Instructions for Flow Tracking form (FTSE) and Planning Assessment Addendum (PAA)

Section I

- a. WWTP Facility Name: Enter the name of the WWTP that will receive the wastewater flow.
- b. <u>WWTP Facility Permit #</u>: Enter the NPDES or Non-Discharge number for the WWTP receiving the wastewater flow.
- c. WWTP facility's permitted flow, MGD: From WWTP owner's NPDES or Non-Discharge permit.
- d. Estimated obligated flow not yet tributary to the WWTP, MGD: This includes flows allocated to other construction projects not yet contributing flow to the collection system. Flows allocated through interlocal agreements or other contracts not yet contributing flow to the collection system are also included. For POTWs that implement a pretreatment program, include flows allocated to industrial users who may not be using all of their flow allocation. Please contact your Pretreatment Coordinator for information on industrial flow tributary to your WWTP.

As of January 15, 2008 the POTW should have reviewed flow allocations made over the last two years and reconciled their flow records, to the best of their ability, so it is known how much flow has been obligated and is not yet been made tributary to the WWTP, in accordance with local policies and procedures employed by the reporting entity.

- e. WWTP facility's actual avg. flow, MGD: Previous 12 month average.
- f. Total flow for this specific request, MGD: Enter the requested flow volume.
- g. Total actual and obligated flows to the facility, MGD Equals [d + e + f]
- h. Percent of permitted flow used: Equals [(g/c)*100]

For example:

On January 15 a POTW with a permitted flow of 6.0 MGD, reported to the Regional Office that there is 0.5 MGD of flow that is obligated but not yet tributary. The annual average flow for 2007 is 2.7 MGD. There is a proposed flow expansion of 0.015 MGD.

The first Form FTSE submitted after January 15, 2008 may have numbers like this:

- c. = 6.0 MGD
- d. = 0.5 MGD
- e. = 2.7 MGD
- $f. = 0.015 \, MGD$
- g. = 3.215 MGD
- h. = 53.6 %

The next Form FTSE may be updated like this with a proposed flow expansion of 0.102 MGD:

- c. = 6.0 MGD
- d. = 0.515 MGD
- $e_{.} = 2.73 \quad MGD$
- f. = 0.102 MGD
- g. = 3.349 MGD
- h. = 55.8 %

Each subsequent FTSE form will be updated in the same manner.

Section II

List the pump station name or number and approximate pump station firm capacity, approximate design average daily flow (A) approximate current average daily flow (B), and the obligated, not yet tributary flow through the pump station (C) for each pump station that will be impacted by the proposed sewer extension project. Calculate the total current flow plus obligated flow (D=B+C) and the available capacity (E=A-D). Include the proposed flow for this project with other obligated flows that have been approved for the pump station but are not yet tributary (C).

Firm capacity is the maximum pumped flow that can be achieved with the largest pump out of service as per the Minimum Design Criteria.

Design Average Daily Flow is the firm capacity of the pump station divided by a peaking factor (pf) of not less than 2.5.

If the available capacity (E) for any pump station is ≤ 0 , then prepare a planning assessment for that pump station if the system has future specific plans related to capacity that should be considered in the permitting process.

		(A)	(B)	(C)	(D)=(B+C)	(E)=(A-D)
		Design	Approx.	Obligated, Not Yet	Total Current	
Drawn Station	Firm	Average	Current Avg.	Tributary	Flow Plus	Aviollabla
Pump Station (Name or Number)	Capacity MGD	Daily Flow (Firm / pf)	Daily Flow, MGD	Daily Flow, MGD	Obligated Flow	Available Capacity*
Kaw Creek PS	0.800	0.320	0.252	0.080	0.332	-0.012
Valley Road PS	1.895	0.758	0.472	0.135	0.607	0.151

Planning Assessment Addendum Instructions

Submit a planning assessment addendum for each pump station listed in Section II where available capacity is ≤ 0 .

A planning assessment for Kaw Creek PS (see example data above) may be performed to evaluate whether there is significant likelihood that needed improvements or reductions in obligated flows will be in place prior to activating the flows from the proposed sewer extension project.

If the system decides to accept the flow based on a planning assessment addendum, it is responsible to manage the flow without capacity related sanitary overflows and must take all steps necessary to complete the project or control the rate of flow to prevent sanitary sewer overflows.

The planning assessment may identify a funded project currently in design or construction, or a planned project in the future not yet funded but in a formal plan adopted by the system. The system should carefully weigh the certainty of successful timely project completion for any expansion, flow management diversion or infiltration and inflow elimination projects that are the foundation of a planned solution to capacity tracking and acceptance compliance.

For example:

Given that:

- a. The proportion and amount of obligated, not yet tributary flow accounts for <u>24</u> % and <u>0.080</u> MGD of the committed flow in Pump Station <u>Kaw Creek</u>; and that
- b. The rate of activation of this obligated, not yet tributary capacity is currently approximately <u>0.01 MGD</u> per year; and that

c.	A funded capital project that will provide the requ	ired planned capacity, namely
		is in design or under construction with planned
	completion in; and	or
4	The following applies:	

d. The following applies:

The master plan and ten year capital plan contain recommended scope and funding for a capital project entitled Kaw Creek Pump Station upgrade with funding planned in July 2014. This project is planned to add 0.100 MGD to the firm capacity of the pump station by October 2015. Inclusion of this proposed capital project as a condition of this Flow Tracking/Acceptance for Sewer Extension Permit Application elevates this project's priority for funding and construction to be implemented ahead of the activation of obligated, not yet tributary flows in amounts that exceed the firm pump station capacities identified in Section II above.

Therefore:

Given reasonably expected conditions and planning information, there is sufficient justification to allow this flow to be permitted, without a significant likelihood of over-allocating capacity in the system infrastructure.



State of North Carolina Department of Environmental Quality Division of Water Resources

15A NCAC 02T .0300 – FAST TRACK SEWER SYSTEM EXTENSION APPLICATION INSTRUCTIONS FOR FORM: FTA 04-16 & SUPPORTING DOCUMENTATION

This application is for sewer extensions involving gravity sewers, pump stations and force mains, or any combination that has been certified by a professional engineer and the applicant that the project meets the requirements of 15A NCAC 02T and the Division's Minimum Design Criteria and that plans, specifications and supporting documents have been prepared in accordance with, 15A NCAC 02T, 15A NCAC 02T, 0300, Division policies and good engineering practices.

While no upfront engineering design documents are required for submittal, in accordance with 15A NCAC 02T .0305(b), design documents must be prepared prior to submittal of a fast track permit application to the Division. This would include plans, design calculations, and project specifications referenced in 15A NCAC 02T .0305 and the applicable minimum design criteria. These documents shall be available upon request by the Division.

Projects that are deemed permitted (do not require a permit from the Division) are explained in 15A NCAC 02T.0303.

Projects not eligible for review via the fast track process (must be submitted for full technical review):

- > Projects that require an environmental assessment in accordance with 15A NCAC 1C .0100;
- > Projects that do not meet any part of the minimum design criteria (MDC) document;
- > Projects that involve a variance from the requirements of 15A NCAC 2T;
- > Pressure sewer systems utilizing septic tank-effluent pumps (STEPs) or simplex grinder pumps;
- > STEP or simplex grinder pumps connecting to pressurized systems (e.g. force mains);
- > Vacuum sewer systems.

General – When submitting an application, please use the following instructions as a checklist in order to ensure all required items are submitted. Adherence to these instructions and checking the provided boxes will help produce a quicker review time and reduce the amount of requested additional information. Failure to submit all required items will necessitate additional processing and review time, and may result in return of the application. Unless otherwise noted, the Applicant shall submit one original and one copy of the application and supporting documentation.

A.	One Original and One Copy of Application and Supporting Documents Required unless otherwise noted
В.	 Cover Letter (Required for All Application Packages): □ List all items included in the application package, as well as a brief description of the requested permitting action. ➤ Be specific as to the system type, number of homes served, flow allocation required, etc. ➤ If necessary for clarity, include attachments to the application form.
C.	Application Fee (All New and Major Modification Application Packages): Submit a check or money order in the amount of \$480.00 dated within 90 days of application submittal. Payable to North Carolina Department of Environmental Quality (NCDEQ)

D. Fast Track (Form: FTA 04-16) Application (Required for All Application Packages):

- ☐ Submit the completed and appropriately executed application.
- > If necessary for clarity or due to space restrictions, attachments to the application may be made.
- ☐ If the Applicant Type in Item I.2 is a corporation or company, provide documentation it is registered for business with the North Carolina Secretary of State.
- ☐ If the Applicant Type in Item I.2 is a partnership or d/b/a, enclose a copy of the certificate filed with the Register of Deeds in the county of business.
- ☐ The Project Name in Item II.1 shall be consistent with the project name on the flow acceptance letters, agreements, etc.
- ☐ The Professional Engineer's Certification on Page 5 of the application shall be signed, sealed and dated by a North Carolina licensed Professional Engineer.
- ☐ The Applicant's Certification on Page 5 of the application shall be signed in accordance with 15A NCAC 02T .0106(b). Per 15A NCAC 02T .0106(c), an alternate person may be designated as the signing official if a delegation letter is provided from a person who meets the criteria in 15A NCAC 02T .0106(b).

C.		w Tracking/Acceptance Form (Form: FTSE 04-16) (If Applicable): Submit the completed and executed FTSE form from the owners of the downstream sewers and treatment facility.
	A	Multiple forms maybe required where the downstream sewer owner and wastewater treatment facility are different. The flow acceptance indicated in form FTSE must not expire prior to permit issuance and must be dated less than one
	A	year prior to the application date. Submittal of this application and form FTSE indicates that owner has adequate capacity and will not violate <u>G.S. 143-215.67(a)</u> .
	×	Intergovernmental agreements or other contracts will not be accepted in lieu of a project-specific FTSE.
F.	□ area > >	Maps (All Application Packages): Submit an 8.5-inch x 11-inch color copy of a USGS Topographic Map of sufficient scale to identify the entire project and closest surface waters. Location of the project (gravity sewer, pump stations & force main) Downstream connection points and permit number (if known) for the receiving sewer Include a street level map showing general project area.
G.		sting Permit (All Modification Packages): Submit the most recently issued existing permit. Provide a list of any items within the permit the Applicant would like the Division to address during the permit modification (i.e., permit description, flow allocation, treatment facility, etc.).
н.	Pov	ver Reliability Plan (Required if portable reliability option utilized for Pump Station): Per 15A NCAC 02T .0305(h)(1), submit documentation of power reliability for pumping stations.
	AAAA	This alternative is only available for average daily flows less than 15,000 gallons per day It shall be demonstrated to the Division that the portable source is owned or contracted by the applicant and is compatible with the station. The Division will accept a letter signed by the applicant (see 15A NCAC 02T .0106(b)) or proposed contractor, stating that "the portable power generation unit or portable, independently-powered pumping units, associated appurtenances and personnel are available for distribution and operation of this pump station." If the portable power source or pump is dedicated to multiple pump stations, an evaluation of all the pump stations' storage capacities and the rotation schedule of the portable power source or pump, including travel timeframes, shall be provided in the case of a multiple station power outage. (Required at time of certification)
I.	Ce	rtificate of Public Convenience and Necessity (All Application Packages for Privately-Owned Public Utilities):
		Per 15A NCAC 02T .0115(a)(1) provide the Certificate of Public Convenience and Necessity from the North Carolina Utilities Commission demonstrating the Applicant is authorized to hold the utility franchise for the area to be served by the sewer extension, or
		Provide a letter from the North Carolina Utilities Commission's Water and Sewer Division Public Staff stating an application for a franchise has been received and that the service area is contiguous to an existing franchised area or that franchise approval is expected.
J.	Op	erational Agreements (Applications from HOA/POA and Developers for lots to be sold): Home/Property Owners' Associations Per 15A NCAC 02T .0115(c), submit the properly executed Operational Agreement (FORM: HOA). Per 15A NCAC 02T .0115(c), submit a copy of the Articles of Incorporation, Declarations and By-laws. Developers of lots to be sold
		Der 154 NCAC 02T 0115(b) submit the properly executed Operational Agreement (FORM: DEV)

For more information, visit the Division's collection systems website

THE COMPLETED APPLICATION PACKAGE INCLDING ALL SUPPORTING INFORMATION AND MATERIALS, SHOULD BE SENT TO THE $\underline{\text{APPROPRIATE REGIONAL OFFICE}}$:

REGIONAL OFFICE	ADDRESS	COUNTIES SERVED
Asheville Regional Office Water Quality Section	2090 US Highway 70 Swannanoa, North Carolina 28778 (828) 296-4500 (828) 299-7043 Fax	Avery, Buncombe, Burke, Caldwell, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Polk, Rutherford, Swain, Transylvania, Yancey
Fayetteville Regional Office Water Quality Section	225 Green Street Suite 714 Fayetteville, North Carolina 28301-5094 (910) 433-3300 (910) 486-0707 Fax	Anson, Bladen, Cumberland, Harnett, Hoke, Montgomery, Moore, Robeson, Richmond, Sampson, Scotland
Mooresville Regional Office Water Quality Section	610 E. Center Avenue Mooresville, North Carolina 28115 (704) 663-1699 (704) 663-6040 Fax	Alexander, Cabarrus, Catawba, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, Union
Raleigh Regional Office Water Quality Section	1628 Mail Service Center Raleigh, North Carolina 27699-1628 (919) 791-4200 (919) 788-7159 Fax	Chatham, Durham, Edgecombe, Franklin, Granville, Halifax, Johnston, Lee, Nash, Northampton, Orange, Person, Vance, Wake, Warren, Wilson
Washington Regional Office Water Quality Section	943 Washington Square Mall Washington, North Carolina 27889 (252) 946-6481 (252) 975-3716 Fax	Beaufort, Bertie, Camden, Chowan, Craven, Currituck, Dare, Gates, Greene, Hertford, Hyde, Jones, Lenoir, Martin, Pamlico, Pasquotank, Perquimans, Pitt, Tyrrell, Washington, Wayne
Wilmington Regional Office Water Quality Section	127 Cardinal Drive Extension Wilmington, North Carolina 28405 (910) 796-7215 (910) 350-2004 Fax	Brunswick, Carteret, Columbus, Duplin, New Hanover, Onslow, Pender
Winston-Salem Regional Office Water Quality Section	450 W. Hanes Mill Road Suite 300 Winston-Salem, North Carolina 27105 (336) 776-9800	Alamance, Alleghany, Ashe, Caswell, Davidson, Davie, Forsyth, Guilford, Rockingham, Randolph, Stokes, Surry, Watauga, Wilkes, Yadkin



State of North Carolina Department of Environmental Quality Division of Water Resources

15A NCAC 02T .0300 – FAST TRACK SEWER SYSTEM EXTENSION APPLICATION FTA 04-16 & SUPPORTING DOCUMENTATION

		Application Number: (to be completed by DWR)
		All items must be completed or the application will be returned
I.	A DI	PLICANT INFORMATION:
1.	1.	Applicant's name: Pluris Hampstead, LLC (company, municipality, HOA, utility, etc.)
	2.	Applicant type: Individual Corporation General Partnership Privately-Owned Public Utility
	۷.	Federal State/County Municipal Other
	3.	Signature authority's name: Randy Hoffer per 15A NCAC 02T .0106(b)
	٥.	Title: Regional Manager
	4.	Applicant's mailing address:
	7.	City: Sneads Ferry State: NC Zip: 28460
	5.	Applicant's contact information:
	٥.	Phone number: (910) 322-2880 Email Address: rhoffer@plurisusa.com
II.	PR	OJECT INFORMATION:
	1.	Project name: Edens Lane
	2.	Application/Project status:
		If a modification, provide the existing permit number: WQ00 and issued date:
		If new construction but part of a master plan, provide the existing permit number: WQ00
	3.	County where project is located: Pender
	4.	Approximate Coordinates (Decimal Degrees): Latitude: 34.418106° Longitude: -77.639577°
	5.	Parcel ID (if applicable): 4214-14-4919-0000 (or Parcel ID to closest downstream sewer)
III.	СО	NSULTANT INFORMATION:
	1.	Professional Engineer: <u>Tim Clinkscales</u> License Number: <u>28847</u>
		Firm: Paramounte Engineering, Inc.
		Mailing address: 122 Cinema Drive
		City: Wilmington State: NC Zip: 28403
		Phone number: (910) 791-6707 Email Address: dfisk@paramounte-eng.com
IV.	WA	ASTEWATER TREATMENT FACILITY (WWTF) INFORMATION:
	1.	Facility Name: Pluris Hampstead, LLC Permit Number: WQ0037287
		Owner Name: Pluris Hampstead, LLC
v.	RE	CEIVING DOWNSTREAM SEWER INFORMATION (if different than WWTF):
	1.	Permit Number(s): WQ0037324 Downstream (Receiving) Sewer Size: 10 inch
		System Wide Collection System Permit Number(s) (if applicable): WQCS0037324
		Owner Name(s): Pluris Hampstead, LLC

VI.	GENERAL	REQUIREMENTS

1.	If the Applicant is a Privately-Owned Public Utility, has a Certificate of Public Convenience and Necessity been attached?
	☐ Yes ☐No ☒N/A
2.	If the Applicant is a Developer of lots to be sold, has a <u>Developer's Operational Agreement (FORM: DEV)</u> been attached?
	☐ Yes ☐No ☒N/A
3.	If the Applicant is a Home/Property Owners' Association, has an Operational Agreement (FORM: HOA) been attached?
	☐ Yes ☐No ☒N/A
4.	Origin of wastewater: (check all that apply):
	Residential Owned
5.	Nature of wastewater : 100 % Domestic/Commercial % Commercial
	% Industrial (See 15A NCAC 02T .0103(20)) ✓ Is there a Pretreatment Program in effect? ☐ Yes ☐ No
6.	Has a flow reduction been approved under 15A NCAC 02T .0114(f)? ☐ Yes ☒ No ➤ If yes, provide a copy of flow reduction approval letter
-	

7.	Summarize	wastewater	generated	by project:
1 .	Dummali	Wasto Water	Somoratou	of project.

Establishment Type (see <u>02T.0114(f)</u>)	Daily Design Flow n,b	No. of Units	Flow
Residential, Single Family (3 bedroom)	360 gal/day	128	46,080 GPD
Residential, Single Family (4 bedroom)	480 gal/day	0	0 GPD
Clubhouse	5 gal/seat	28	140 GPD
Swimming Pool	10 gal/person	50	500 GPD
	gal/		GPD
	gal/		GPD
		Total	52,120 GPD

- a See 15A NCAC 02T .0114(b), (d), (e)(1) and (e)(2) for caveats to wastewater design flow rates (i.e., minimum flow per dwelling; proposed unknown non-residential development uses; public access facilities located near high public use areas; and residential property located south or east of the Atlantic Intracoastal Waterway to be used as vacation rentals as defined in G.S. 42A-4).
- b Per 15A NCAC 02T .0114(c), design flow rates for establishments not identified [in table <u>15A NCAC 02T.0114</u>] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.

	8.	Wastewater generate	l by	y project: <u>52,120</u> GPD (per	15A	NCA	C 02T	.0114	4
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> Do not include future flows or previously permitted allocations

If permitted flow is zero, indicate why:

\square Pump Station or Gravity Sewer where flow will be permitted in subsequent permits that connect to this line
Flow has already been allocated in Permit Number:
Rehabilitation or replacement of existing sewer with no new flow expected
Other (Explain):

FORM: FTA 04-16 Page 2 of 5

VII. GRAVITY SEWER DESIGN CRITERIA (If Applicable) - 02T .0305 & MDC (Gravity Sewers):

1. Summarize gravity sewer to be permitted:

Size (inches)	Length (feet)	Material
8	9200	PVC C900 DR-18

- > Section II & III of the MDC for Permitting of Gravity Sewers contains information related to design criteria
- > Section III contains information related to minimum slopes for gravity sewer(s)
- > Oversizing lines to meet minimum slope requirement is not allowed and a violation of the MDC

VIII. PUMP STATION DESIGN CRITERIA (If Applicable) - <u>02T .0305</u> & <u>MDC (Pump Stations/Force Mains)</u>:

COMPLETE FOR EACH PUMP STATION INCLUDED IN THIS PROJECT

- 1. Pump station number or name: Edens Lane PS
- 2. Approximate Coordinates (Decimal Degrees): Latitude: 34.4111° Longitude: -77.63°
- 3. Design flow of the pump station: 0.05212 millions gallons per day (firm capacity)
- Operational point(s) of the pump(s): 100 gallons per minute at 198 feet total dynamic head (TDH)
- 5. Summarize the force main to be permitted (for this Pump Station):

Size (inches)	Length (feet)	Material
4	6555	C-900 PVC
4	185	DR-9 PVC
10	2100	C-900 PVC

- 6. Power reliability in accordance with 15A NCAC 02T .0305(h)(1):
 - Standby power source or pump with automatic activation and telemetry 15A NCAC 02T .0305(h)(1)(B):
 - > Required for all pump stations with an average daily flow greater than or equal to 15,000 gallons per day
 - > Must be permanent to facility

Or if the pump station has an average daily flow less than 15,000 gallons per day:

Portable power source with manual activation, quick-connection receptacle and telemetry - 15A NCAC 02T .0305(h)(1)(C)

or.

- Portable pumping unit with plugged emergency pump connection and telemetry 15A NCAC 02T .0305(h)(1)(C):
- > It shall be demonstrated to the Division that the portable source is owned or contracted by the applicant (draft agreement) and is compatible with the station.
- > If the portable power source or pump is dedicated to multiple pump stations, an evaluation of all the pump stations' storage capacities and the rotation schedule of the portable power source or pump, including travel timeframes, shall be provided in the case of a multiple station power outage.

FORM: FTA 04-16

IX. SETBACKS & SEPARATIONS - (02B .0200 & 15A NCAC 02T .0305(f)):

1. Does the project comply with all separations found in 15A NCAC 02T .0305(f) & (g)

M	Yes	No

> 15A NCAC 02T.0305(f) contains minimum separations that shall be provided for sewer s	systems:
Setback Parameter*	Separation Required
Storm sewers and other utilities not listed below (vertical)	24 inches
Water mains (vertical-water over sewer including in benched trenches)	18 inches
Water mains (horizontal)	10 feet
Reclaimed water lines (vertical - reclaimed over sewer)	18 inches
Reclaimed water lines (horizontal - reclaimed over sewer)	2 feet
**Any private or public water supply source, including any wells, WS-I waters of Class I or Class II impounded reservoirs used as a source of drinking water	100 feet
**Waters classified WS (except WS-I or WS-V), B, SA, ORW, HQW, or SB from normal high water (or tide elevation) and wetlands (see item IX.2)	50 feet
**Any other stream, lake, impoundment, or ground water lowering and surface drainage ditches	10 feet
Any building foundation	5 feet
Any basement	10 feet
Top slope of embankment or cuts of 2 feet or more vertical height	10 feet
Drainage systems and interceptor drains	5 feet
Any swimming pools	10 feet
Final earth grade (vertical)	36 inches

- 15A NCAC 02T.0305(g) contains alternatives where separations in 02T.0305(f) cannot be achieved.
- **Stream classifications can be identified using the Division's NC Surface Water Classifications webpage

	P	If noncompliance with $02T.0305(f)$ or (g) , see Section X of this application		
2.	Doe	es the project comply with separation requirements for wetlands? (50 feet of separation) See the Division's draft separation requirements for situations where separation cannot be meet No variance is required if the alternative design criteria specified is utilized in design and construction As built documents should reference the location of areas effected	Yes	⊠ No
3.	Doe ≽	es the project comply with all setbacks found in the river basin rules per 15A NCAC 02B .0200? This would include Trout Buffered Streams per 15A NCAC 2B.0202	⊠ Yes	☐ No
4.	Doe	es the project comply with an individual 404 Permit or any 401 Certifications?	X Yes	☐ No
	A	Wetland-related permits shall be requested, obtained, and adhered to for projects that impact wetlands Information can be obtained from the <u>401 & Buffer Permitting Branch</u>	or surface	e waters
5.	Do	es project comply with 15A NCAC 02T.0105(c)(6) (additional permits/certifications)?	X Yes	☐ No
	bee	15A NCAC 02T.0105(c)(6), directly related environmental permits or certification applications are been applied for, or have been obtained. Issuance of this permit is contingent on issuance of dependent primentation control plans, stormwater management plans, etc.).		

6. Does this project include any sewer collection lines that are deemed "high-priority?"

Per 15A NCAC 02T.0402, "high-priority sewer" means "any aerial sewer, sewer contacting surface waters, siphon, or sewer positioned parallel to streambanks that is subject to erosion that undermines or deteriorates the sewer.

☐ Yes 🛛 No

If yes, include an attachment with details for each line, including type (aerial line, size, material, and location).

High priority lines shall be inspected by the permittee or its representative at least once every six-months and inspections documented per 15A NCAC 02T.0403(a)(5) or the permitee's individual System-Wide Collection permit.

X. CERTIFICATIONS:

	CERTIFICATIONS:
1.	Does the submitted system comply with 15A NCAC 02T, the Minimum Design Criteria for the Permitting of Pump Stations and Force Mains (latest version), and the Gravity Sewer Minimum Design Criteria (latest version) as applicable?
	☐ Yes
	If No, complete and submit the Variance/Alternative Design Request application (VADC 10-14) and supporting documents for review. Approval of the request is required prior to submittal of the Fast Track Application and supporting documents.
2.	Professional Engineer's Certification:
	I,attest that this application for (Professional Engineer's name from Application Item III.1.)
	has been reviewed by me and is accurate, complete and consistent with the information supplied in the plans, specifications, engineering calculations, and all other supporting documentation to the best of my knowledge. I further attest that to the best of my knowledge the proposed design has been prepared in accordance with the applicable regulations, Gravity Sewer Minimum Design Criteria for Gravity Sewers (latest version), and the Minimum Design Criteria for the Fast-Track Permitting of Pump Stations and Force Mains (latest version). Although other professionals may have developed certain portions of this submittal package, inclusion of these materials under my signature and seal signifies that I have reviewed this material and have judged it to be consistent with the proposed design.
	NOTE – In accordance with General Statutes 143-215.6A and 143-215.6B, any person who knowingly makes any false statement, representation, or certification in any application package shall be guilty of a Class 2 misdemeanor, which may include a fine not to exceed \$10,000, as well as civil penalties up to \$25,000 per violation.
	North Carolina Professional Engineer's seal, signature, and date:
3.	Applicant's Certification per 15A NCAC 02T .0106(b): I,
	has been reviewed by me and is accurate and complete to the best of my knowledge. I understand that if all required parts of this application are not completed and that if all required supporting documentation and attachments are not included, this application package is subject to being returned as incomplete. I understand that any discharge of wastewater from this non-discharge system to surface waters or the land will result in an immediate enforcement action that may include civil penalties, injunctive relief, and/or criminal prosecution. I will make no claim against the Division of Water Resources should a condition of this permit be violated. I also understand that if all required parts of this application package are not completed and that if all required supporting information and attachments are not included, this application package will be returned to me as incomplete.
	NOTE – In accordance with General Statutes <u>143-215.6A</u> and <u>143-215.6B</u> , any person who knowingly makes any false statement, representation, or certification in any application package shall be guilty of a Class 2 misdemeanor, which may include a fine not to exceed \$10,000 as well as civil penalties up to \$25,000 per violation.
	Signature:



AGREEMENT FOR SANITARY SEWER SERVICE EDENS LANE, DEVELOPMENT HAMPSTEAD, NORTH CAROLINA

This Agreement is entered into this day of November 2020, by and between Edens Lane, LLC with local offices at 60 Gregory Road, Suit 1, Bellville, NC 28451 (hereinafter referred to as "Developer"), and Pluris Hampstead, LLC, with local offices at 1095 Hwy 210, Sneads Ferry NC 28460 (hereinafter referred to as "Utility").

WITNESETH

WHEREAS, Developer is the owner of or is duly authorized to act on behalf of the owners of certain real estate in Pender County, North Carolina known as Edens Lane LLC, hereinafter referred to as the "Development", shown in Exhibit A attached and.

WHEREAS, Developer plans to develop a residential subdivision comprised of One Hundred and Thirty Eight, (138) single-family residences with an amenity center and pool for a combined total of One Hundred and Forty (140) SFE's located off Highway 17 North, near the intersection with Edens Lane, in Hampstead, North Carolina. The Development requires a maximum of Fifty Thousand Four Hundred (50,400) gallons per day of sanitary sewer service capacity, and

WHEREAS, Utility is engaged in the business of furnishing sanitary sewer service to the public as a public utility in the Hampstead area of Pender County, which service territory will be applied for in accordance with the requirements of the North Carolina Utilities Commission ("NCUC"), and

WHEREAS, Developer desires Utility to provide sanitary sewer utility service within the Development and Utility desires to provide sanitary sewer utility service to the Property according to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants as hereinafter set forth, the parties hereto agree as follows:

Article I Representations and Warranties of Developer

Developer represents and warrants:

- 1. That Developer is the owner of or is duly authorized to act on behalf of the owners of the Development, and;
- That Developer will cooperate fully with the Utility in any and all applications or petitions to public authorities
 deemed necessary or desirable by Utility in connection with the construction and installation of the sanitary
 sewer systems contemplated by this Agreement. Utility will cooperate with Developer, at Developer's
 expense, in any applications to North Carolina Department of Environmental Quality ("NCDEQ") for permits to
 construct wastewater facilities.
- That Developer will convey to the Utility or provide by recorded subdivision plats such easements or rights of way as may be reasonably necessary for the Utility's performance of its obligations under this Agreement. Any such plats, conveyances or licenses will be in a form satisfactory to Utility's legal counsel and shall be recorded.

- 4. That Developer will convey to the Utility or otherwise vest in the Utility such right, title and interest in and to such real estate as may be reasonably necessary to permit the Utility to provide utility service and otherwise carry out the terms and conditions of this Agreement.
- That all Facilities (as defined hereafter) previously or to be installed by Developer to serve the Development are in accordance with all applicable standards, requirements, rules and regulations of all State of North Carolina agencies and county and municipal jurisdictions within which the Development is situated, are suitable for the uses to be made thereof, and meet the requirements of Article II below.

Article II Obligations and Construction of Facilities by Developer

- 1. Developer shall construct and install all necessary sanitary sewer collection facilities, including but not limited to collection mains, service lines with valve disconnect/clean out, lift stations, stand-by power generators, manholes, and all other facilities as are reasonably required to provide adequate sanitary sewer utility service (in accordance with all applicable governmental standards) to all customers in the Development. Subject to Section 2 below, Developer shall also construct a reuse water return line and facilities on the project site to dispose of ground water in a volume commensurate with the Development's water usage. Developer shall interconnect its reuse water return line to an existing third-party's surplus groundwater impoundment ("SGI"). The SGI stores surplus groundwater resulting from flow of underground groundwater from the Utility's high rate infiltration basins situated on Utility Property. The SGI will be equipped with a clear well whereby Developer may interconnect its reuse water line. For purposes of this Agreement, the facilities described in this paragraph collectively shall be referred to as the "Facilities."
- 2. As an alternative to Developer constructing the reuse water return line required in Article II, Section 1, Developer may, at its own expense, present to Utility an alternative plan to have its reuse water returned to a property other than Developer's through an agreement with a third- party willing to dispose of Developer's reuse water. Developer shall present the plan to Utility for acceptance by Utility and further agrees that acceptance by Utility is at Utility's sole discretion. Developer shall be responsible for paying directly to the third-party any fee required by its agreement regarding reuse water with such third-party.
- 3. Developer shall make timely and compliant application to NCDEQ for all necessary permits and approvals for the construction of the Facilities, force main and reuse water return line. Developer shall use commercially reasonable efforts to immediately commence construction of the Facilities upon approval to construct by all regulatory entities or agencies, including, but not limited to, NCDEQ. Any revisions to the Facilities shall be subject to the mutual, reasonable agreement of Developer and Utility.
- All materials used by the Developer for the Facilities shall be new, shall comply with all NCDEQ and Utility
 specifications and suitable for the uses made thereof.
- Developer guarantees all construction, materials, workmanship, and the trouble-free operation of the Facilities for twelve months after completion of each phase or section of development within the Development.
- 6. All plans, specifications and construction of the Facilities shall be in accordance with applicable standards, requirements, rules and regulations of all agencies of the State of North Carolina and the county or municipal jurisdiction within which the Development is situated, and construction subsequent to this Agreement shall have received the prior written approval of Utility before construction is begun, which approval shall not be unreasonably withheld or delayed.
- 7. Developer shall save and hold Utility harmless from and against all suits or claims that may be based upon any injury to any person or property that may occur in the course of the construction of the Facilities by Developer or by anyone acting on Developer's behalf, or under Developer's supervision or control, including but not limited to claims made by employees of Developer, and Developer shall, at its own cost and expense, pay all costs and other expenses arising therefrom, or incurred in connection therewith, including Utility's reasonable attorneys' fees.

- 8. Upon written acceptance of the Facilities by Utility and Interconnection with Utility's existing wastewater systems, all of the Facilities installed by Developer pursuant to this Agreement shall become the property of Utility. Developer shall execute all documents of conveyance, licenses and any other documents reasonably requested by Utility as necessary or desirable in its opinion to ensure its ownership of, ready access to, and operation and maintenance of the Facilities. Developer shall furnish Utility with lien waivers in a form reasonably satisfactory to Utility's counsel from Developer and from all suppliers, subcontractors and others who furnished any labor, equipment, materials, or who performed any services in connection with Facilities construction in or relating to the Development. And after final certification of the interconnection the Developer will be reimbursed up to but not more than One Hundred Forty Thousand (\$140,000) dollars.
- 9. The Tax Cuts and Jobs Act of 2017 ("Act") requires all utilities to collect taxes on all contributions in aide of construction ("CIAC") received by a utility after January 3, 2018. All Facilities and property contributed to the Utility, as well as connection fees paid to the Utility by Developer are CIAC. As required by the rules of the NCUC, Developer shall pay and Utility shall collect from Developer, the full amount of the income tax to be paid by Utility as a result of its receipt of CIAC from Developer (the "tax gross-up"), on all contributions in aid of construction made to Utility by Developer, such that Utility will be held harmless from the income tax consequences of its receipt of all CIAC contributed to it by Developer, as required by the NCUC. A detailed description of the tax amount due on CIAC is provided in Article IV, Paragraph 2.
- Developer agrees to provide to Utility documentary evidence, in a form reasonably satisfactory to Utility, sufficient to establish the original cost of the Facilities. Utility shall have, at all times, all right, title and Interest in and to the Facilities.
- 11. Developer shall, prior to the transfer of the Facilities to Utility, grant permanent, assignable, non-exclusive easements satisfactory to Utility, authorizing Utility to own, operate and maintain the Facilities and providing reasonably adequate rights of access and working space for such purposes.
- 12. Developer shall, upon transfer to Utility of the Facilities, provide to Utility operating manuals, permits, as-built drawings, and all other information reasonably required to operate, maintain, and repair the Facilities. Developer understands that any lot or service requiring a residential pump station shall meet additional requirements for sanitary sewer service. The residential pump stations and associated pressure pipe (hereinafter referred to as "Pressure Pump Facilities") within boundaries of any lot shall be installed by the Developer or property owner. Utility requires that an ACKNOWLEDGEMENT AND AGREEMENT REGARDING SEWER SERVICE ("Acknowledgement and Agreement") be executed for each lot or service requiring Pressure Pump Facilities and that this Acknowledgment and Agreement be recorded in the applicable County Register of Deeds office to run with the lot or property. This is a condition of service for any such lot or service.

Article III NCDEQ Approval

Developer and Utility acknowledge that this Agreement is contingent upon approval by NCDEQ for the flow from each connection in the Property to be served by the Utility's existing wastewater treatment plant.

Article IV Capacity Fees and CIAC Taxes

The residential subdivision will be comprised of one hundred thirty eight (138) SFEs, an amenity center and
pool for a total of 140 SFEs for a balance due of Two Hundred Twenty-Four Thousand (\$224,000) dollars.
The balance is calculated by applying NCDEQ single- family residential equivalent ("SFE") flowrate of up to
360 gallons per day ("gpd") for an SFE. The NCUC authorized tariff for a SFE of \$3,200. The total amount of
\$448,000 is calculated as follows:

(140 connections x \$3,200) = \$448,000

The \$448,000 shall be paid over two equal installments in accordance with the following schedule:

- \$224,000 due upon execution of this Agreement
- \$224,000 due on or before November 1, 2021
- 2. In addition to capacity fees in paragraph 1. above, the Tax Cuts and Jobs Act of 2017 ("Act") requires all utilities to collect taxes on all contributions in aide of construction ("CIAC") received by a utility after January 3, 2018. All Facilities and property contributed to the Utility, as well as connection fees paid to the Utility by Developer are CIAC. As required by the rules of the NCUC, Developer shall pay and Utility shall collect from Developer, the full amount of the income tax to be paid by Utility as a result of its receipt of CIAC from Developer (the "tax gross-up"), on all contributions in aid of construction made to Utility by Developer, such that Utility will be held harmless from the income tax consequences of its receipt of all CIAC contributed to it by Developer, as required by the NCUC. Utility is required by law to collect the full income tax gross-up on all CIAC it receives from Developer and the Utility uses the NCUC Public Staff amount of 29.65% or \$949 (rounded to the nearest dollar) for each capacity fee of \$3,200. The total CIAC tax on the 140 connections is calculated as 140 x \$949 = \$132,860. The CIAC tax amount due with each of the capacity fee payment, is \$66,430.
- 3. Under its Agreement with the developer of Wyndwater, Utility is obligated to collect a fee, up to a capped amount, from third-parties such as Developer who find it economically advantageous to connect with the Utility through the Wyndwater force main, rather than building their own interconnection. Therefore, upon execution of this Agreement, Developer shall also render to Utility a non-refundable fee of Two hundred eighteen thousand six hundred ninety-five dollars (\$218,695) for its development of 140 SFEs (138 lots plus 2 SFEs for the amenity center and poo), which Utility will remit to the Wyndwater developer. This payment allows prorated recovery of a portion of Wyndwater developer's cost of constructing the Wyndwater force main and reduces the cost of Developer for connecting to Utility.
- 4. Upon installation of the Facilities, Utility agrees to supply all customers within the Property with adequate and customary sanitary sewer utility service, not to exceed 360 gpd per three (3) bedroom single family equivalent ("SFE") residential dwelling being served and to operate, maintain and repair all Facilities as indicated herein, after acceptance of the Facilities by Utility and issuance of operational approvals by all regulatory authorities.
- 5. Sanitary sewer utility usage charges and tap fees shall be rendered by Utility in accordance with Utility's thencurrent schedule of rates, rules and regulations and conditions of service on file with the NCUC.

Article V North Carolina Utilities Commission Approval

- 1. Utility is required to file a "notification of intention to begin operations in area contiguous to present service area" to the NCUC, as routinely required previously, and does not contemplate any material issues in the filing of the notice.
- 2. In addition to the application requesting that the Development be made part of its service area, the Utility is required to provide the NCUC with a copy of this Agreement for review by the NCUC.
- 3. Although not expected, in the event the NCUC materially were to alter this Agreement in a manner deemed unreasonable by Utility, or denies the service area request, Utility shall have the right in its sole discretion to terminate the Agreement. In that event, the reservation of capacity fees will be fully refunded to Developer within ten days following final notice of such action from the NCUC.

Article VI General The \$448,000 shall be paid over two equal installments in accordance with the following schedule:

- \$224,000 due upon execution of this Agreement
- \$224,000 due on or before November 1, 2021
- 2. In addition to capacity fees in paragraph 1. above, the Tax Cuts and Jobs Act of 2017 ("Act") requires all utilities to collect taxes on all contributions in aide of construction ("CIAC") received by a utility after January 3, 2018. All Facilities and property contributed to the Utility, as well as connection fees paid to the Utility by Developer are CIAC. As required by the rules of the NCUC, Developer shall pay and Utility shall collect from Developer, the full amount of the income tax to be paid by Utility as a result of its receipt of CIAC from Developer, the "lax gross-up"), on all contributions in aid of construction made to Utility by Developer, such that Utility will be held harmless from the income tax consequences of its receipt of all CIAC contributed to it by Developer, as required by the NCUC. Utility is required by law to collect the full income tax gross-up on all CIAC it receives from Developer and the Utility uses the NCUC Public Staff amount of 29.65% or \$949 (rounded to the nearest dollar) for each capacity fee of \$3,200. The total CIAC tax on the 140 connections is calculated as 140 x \$949 = \$132,860. The CIAC tax amount due with each of the capacity fee payment, is \$66,430.
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- 3. Although not expected, in the event the NCUC materially were to alter this Agreement in a manner deemed unreasonable by Utility, or denies the service area request, Utility shall have the right in its sole discretion to terminate the Agreement. In that event, the reservation of capacity fees will be fully refunded to Developer within ten days following final notice of such action from the NCUC.

Article VI General

- This Agreement will be performed in the State of North Carolina and shall be governed by the laws of the State of North Carolina.
- 2. Except as provided in this Agreement, neither party to this Agreement shall be liable to the other for failure, default or delay in performing any of its obligations hereunder, if such failure, default or delay is caused by: strikes or other labor problems; forces of nature; hurricanes, unavoidable accident, fire, acts of the public enemy, acts of terrorism, interference by civil authorities; acts or failure to act; decisions or orders or regulations of any governmental or military body or agency, office or commission; delays in receipt of materials; or any other cause, whether of similar or dissimilar nature, not within the control of the party affected and which, by the exercise of due diligence such party is unable to prevent or overcome, except as otherwise provided for herein. Should any of the foregoing events occur, the parties hereto agree to proceed with diligence to do what is reasonable and necessary so that each party may perform its obligations under this Agreement.
- The failure of either party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance by either party shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.
- 4. The representations, warranties and agreements contained herein shall survive, and continue in effect, after acceptance of the Facilities and throughout the time that Utility provides service to the Property. Developer (and its successors and assigns) agrees to indemnify Utility (and its successors and assigns) and hold it and them harmless against any loss, damage, liability, expense or cost of Utility, accruing or resulting from any misrepresentation or breach of any representation, warranty or agreement on the part of Developer under this Agreement, or from any misrepresentation in or material omission from any certificate or other document furnished or to be furnished to Utility by Developer. Utility (and its successors and assigns) agrees to indemnify Developer (and its successors and assigns), and hold it and them harmless against any loss, damage, liability, expense or cost of Developer, accruing or resulting from any misrepresentation or breach of any representation, warranty or agreement on the part of Utility under this Agreement, or from any misrepresentation in or material omission from any certificate or other document furnished or to be furnished to Developer by Utility.
- 5. Neither Developer nor any entity or individual affiliated with Developer has executed any agreement with any lot purchaser in the Development, or any other parties, or made any representations to any such purchasers or other parties whereunder such purchaser or other parties have acquired any interest in the Facilities either installed or to be installed under this Agreement.
- This Agreement sets forth the complete understanding between Developer and Utility, and this Agreement supersedes and prior written or oral understanding between these parties. Any amendments hereto to be effective must be made in writing.
- Notices, correspondence, and invoicing required hereunder shall be given to Developer and to Utility at the following addresses, or at any other addresses designated in writing by either party subsequent to the date hereof:

If to Utility:

Pluris Hampstead, LLC Randy Hoffer Regional Manager 1095 Hwy 210 Sneads Ferry NC 28460

If to Developer:

Edens Lane, LLC D I Logan 60 Gregory Road, Suite 1 Bellville, NC 28541

Delivery when made by registered or certified mail shall be deemed complete upon mailing.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Exhibits to this Agreement are a part hereof and are hereby incorporated in full by reference.

Signatures

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

Pluris Hampstead, LLC

By Randy Hoffer Regional Manager

Date 11-24-2020

Witness: Andrea Reon

Print Name Andrea Keen

Print Name Many Santos

EXHIBIT A

Description of Property

Edens Lane LLC					PLU001	Pluris Hampstead, LI	
DAT	E INVOICE N	0	DESCRIPTION		INVOICE AMOUNT	DEDUCTION	BALANCE
11-23-	-20 11232020)	Edens Lar	e - Plur	224000.00	.00	224000.00
		Capac	city fee	es om homes			
		70-	3 bedro	om homes			
CHECK	11-23-20	CHECK	19002	TOTAL >	224000.00	.00	224000.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

Edens Lane LLC 60 Gregory Rd NE Suite 1 Belville NC 28451 910-452-7175 Corning Credit Union

50-8035/2223

19002

DATE 11/23/2020

Pay:*****Two hundred twenty-four thousand dollars and no cents

\$ ****224,000.00

TO THE ORDER

OF

Pluris Hampstead, LLC 1095 NC Hwy 210 Sneads Ferry, NC 28460



Patrick & Lenson

Edens Lane LLC	PLU001	PLU001 Pluris Hampstea	
DATE INVOICE NO DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
11-23-20 11.23.2020 Edens Lane - Plur	66430.00	.00	66430.00
CIAC Tax			
70-3 bedroom homes			
		v	
CHECK 11-23-20 CHECK NUMBER 19003 TOTAL >	66430.00	.00	66430.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

Edens Lane LLC 60 Gregory Rd NE Suite 1 Belville NC 28451 910-452-7175

Corning Credit Union

50-8035/2223

19003

DATE 11/23/2020

Pay:*********Sixty-six thousand four hundred thirty dollars and no cents

****66,430.00

TO THE

Pluris Hampstead, LLC 1095 NC Hwy 210 Sneads Ferry, NC 28460

ORDER

OF



Patrick & Lenson

November 30, 2020

Edens Lane, LLC

Check #'s:

19005 \$218,000.00

19006 \$695.00

TOTAL \$218,695.00

This is payment per the developer reimbursement agreement with Signature Top Sail, NC Ltd — Wyndwater Development in Hampstead, NC.

Please forward reimbursement to:

Signature Top Sail NC, Ltd. Attn: Jennifer Evans 9337B Katy Freeway #377 Houston, TX 77024

Edens Lane LLC	PLU001	Pluris Hampstead, LLO		
DATE INVOICE NO SERVEDO	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE CONTROL
11-24-20 11242020	Edens Lane - Plur	218000.00	.00	218000.00
1				1

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

TOTAL >

Edens Lane LLC 60 Gregory Rd NE Suite 1 Belville NC 28451 910-452-7175

11-24-20

CHECK

DATE

Memo: Pollack

19005

218000.00

Corning Credit Union

DATE 11/24/2020

19005

218000.00

Pay:*******************Two hundred eighteen thousand dollars and no cents

CHECK

NUMBER

****218,000.00

TO THE

OF

Pluris Hampstead, LLC 1095 NC Hwy 210 Sneads Ferry, NC 28460

ORDER

Patrick & Lenson

.00

50-8035/2223

Edens Lane LLC			PLU001	Pluris	Hampstead,	LLC			
DATE	INVOICE N	0	DESCRIP	MOIT		INVOICE AMOUNT	DEDUCTION	BALANCE	A Conservation
11-25-20 11					- Plur	695.00	.00		0.00
CHECK 11-2	5-20	CHECK NUMBER	1900	06	TOTAL >	695.00	.00	695	.00

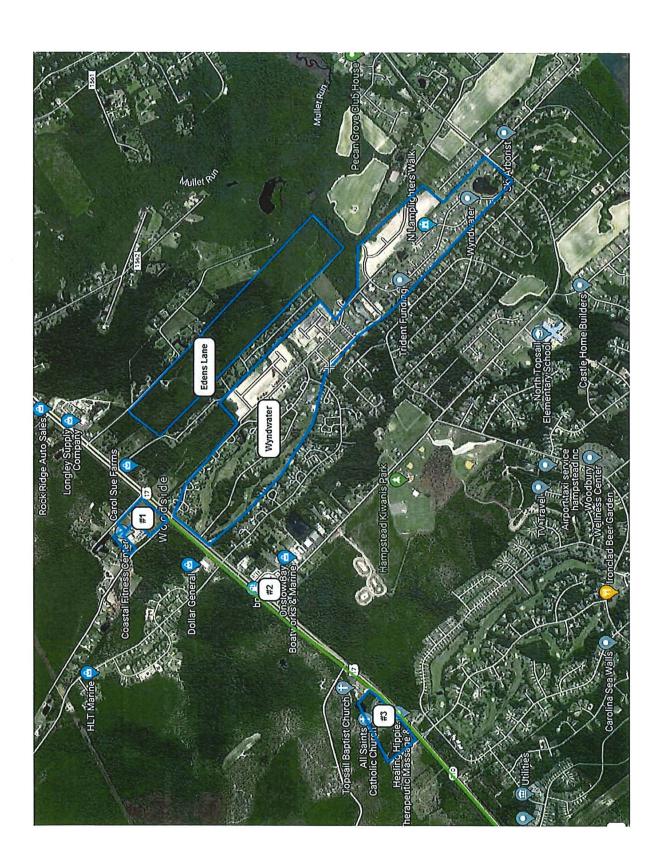
PLEASE DETACH AND RETAIN FOR YOUR RECORDS

TO THE ORDER OF

Pluris Hampstead, LLC 1095 NC Hwy 210 Sneads Ferry, NC 28460



Patrick & Lenson

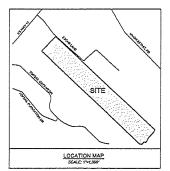


EDENS LANE

PENDER COUNTY, NORTH CAROLINA

UTILITIES SUBMITTAL DECEMBER 2020

APPLICANT: LOGAN DEVELOPERS, INC. 60 GREGORY ROAD, SUITE 1 BELVILLE, NC 28451



NOTICE REQUIRED

ALL EXISTING UNDERCROUND UTILITIES SHALL BE PHYSICALLY LOCATED PRIOR TO THE BEGINNING OF ANY CONSTRUCTION IN THE VICINITY OF SAID UTILITIES.

CONTRACTORS SHALL NOTIFY OPERATORS WHO MAINTAIN UNDERGROUND UTILITY LINES IN THE AREA OF PROPOSE EXCANATION AT LEAST TWO WORKING DAYS, BUT NOT MORE THAN TEN WORKING DAYS PRIOR TO COMMENCEMENT OF EXCANATION OR DEBUGUITION

CONTACT CAROLINA ONE CALL AT 1-800-602-4949

CONTACT THESE UTILITIES

PENDER COUNTY UTILITIES (WATER & SEWER)
ATTN: KENNINH KEG.
Hr. STRANGER

PIEDMONT NATURAL GAS ATTN. CARL PAQUET

EMERGENCY DIAL 011 POLICE - FIRE - RESCUE

TIME WARNER CABLE

EDENS LANE

PROJECT # 20178.PE DECEMBER 23, 2020

SHEET INDEX

SHEET NUMBER	SHEET TITLE	
C-0.0	COVER SHEET	
۵٫۱۰۵	GENERAL NOTES	
C-5,0 - C-5,18	PLAN & PROFILES	
C-6,7 - C-5,11	DETAILS	

PROJECT CONSULTANTS

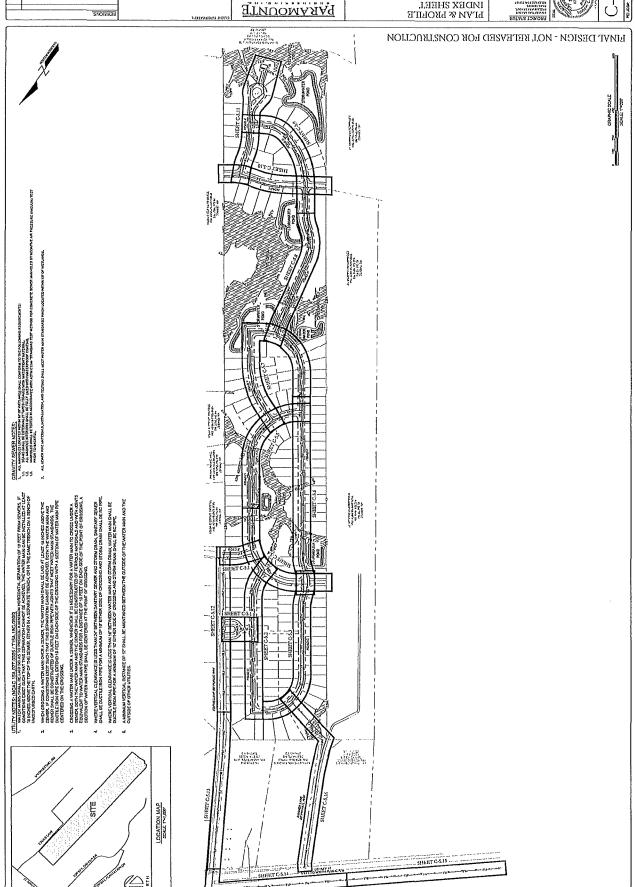
FINAL DESIGN - NOT RELEASED FOR CONSTRUCTION

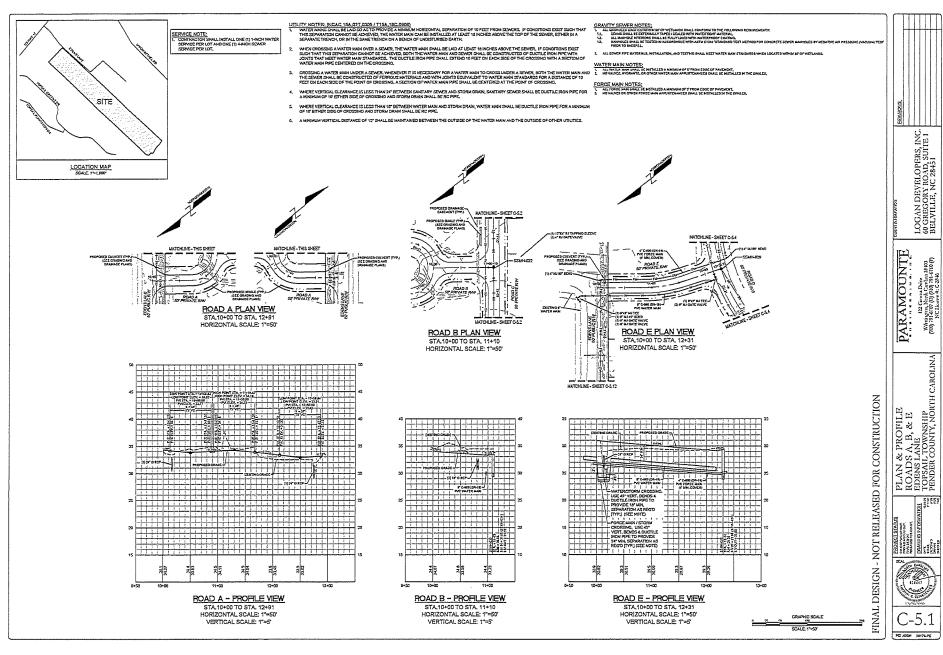
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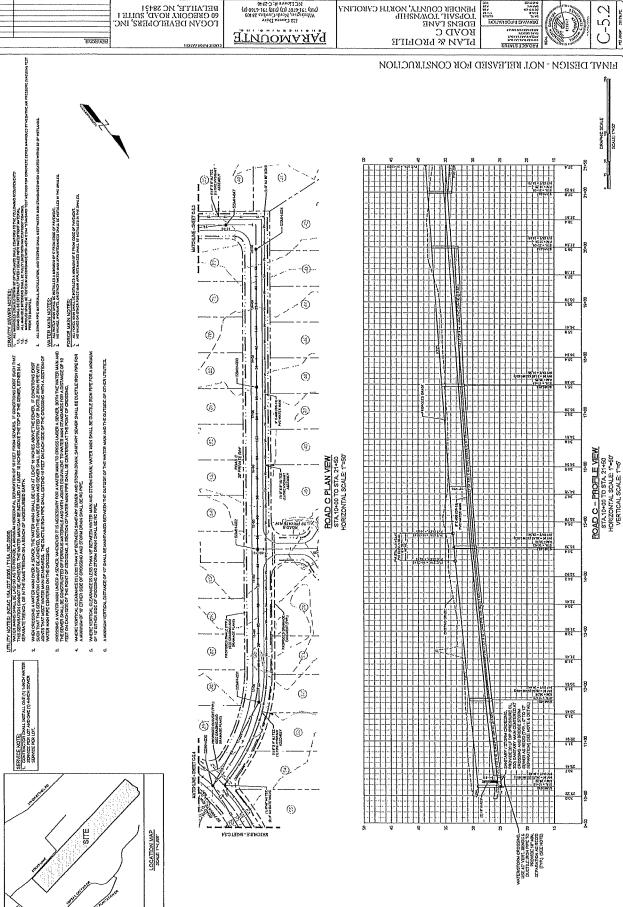












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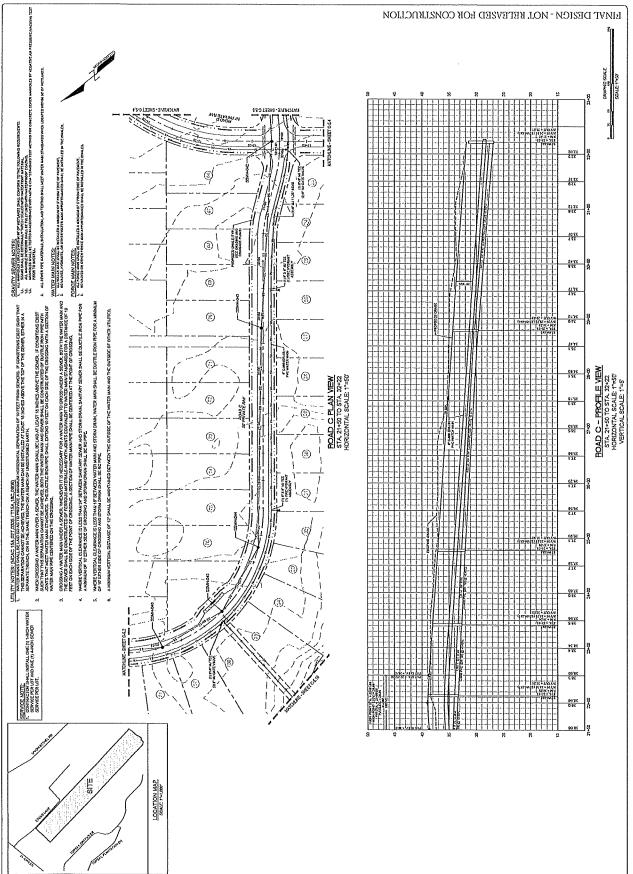
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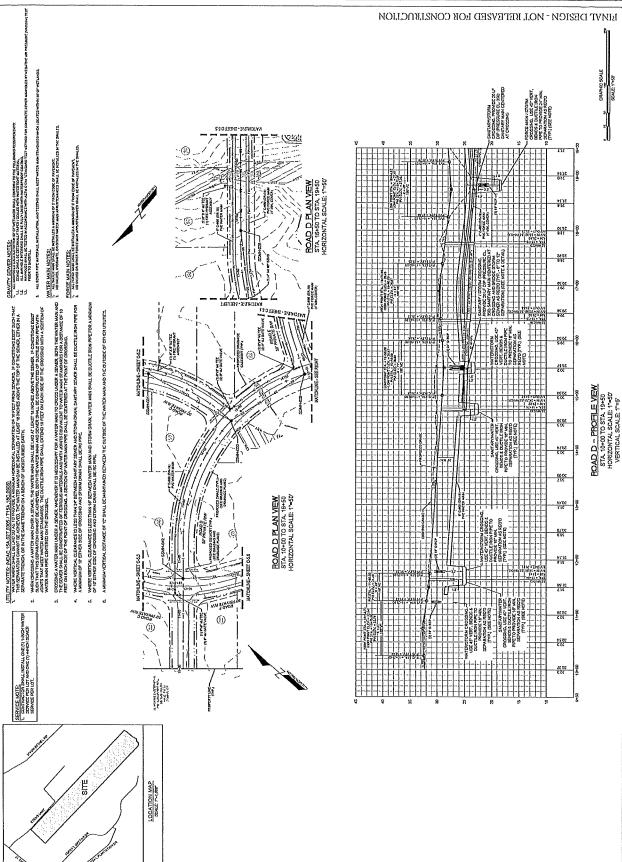
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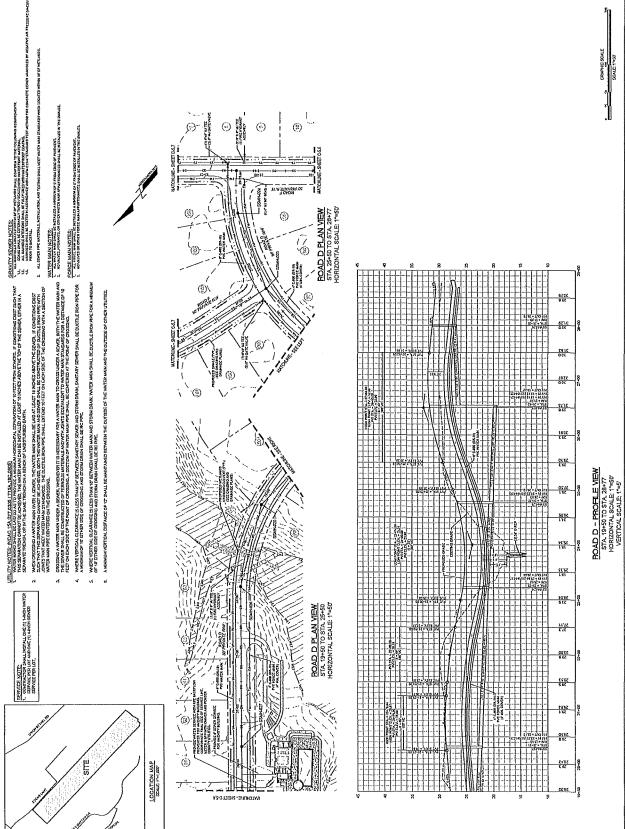


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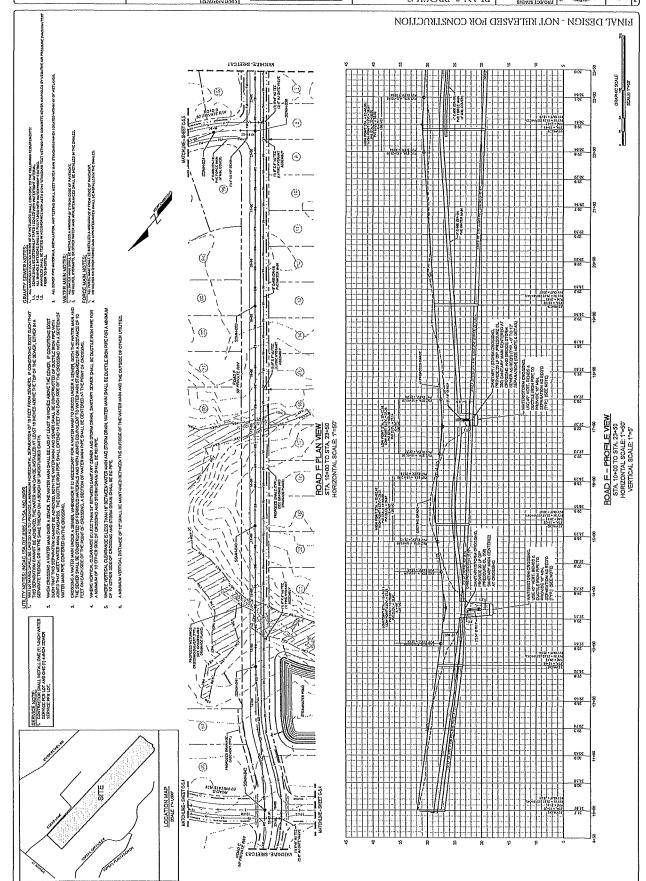
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BELVILLE, NC 28451 60 GREGORY ROAD, SUITE 1 LOGAN DEVELOPERS, INC.



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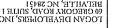
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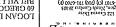
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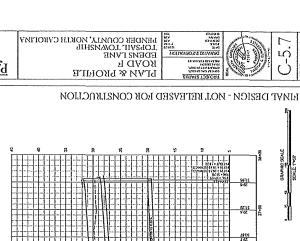
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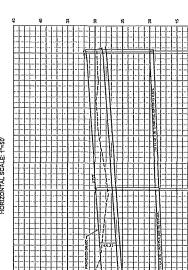


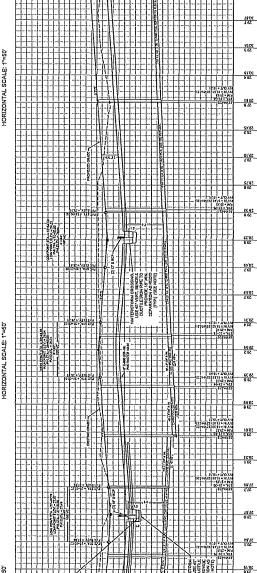


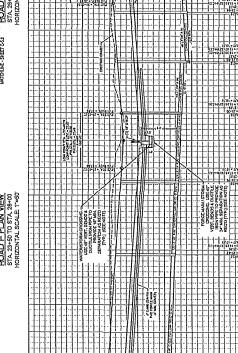


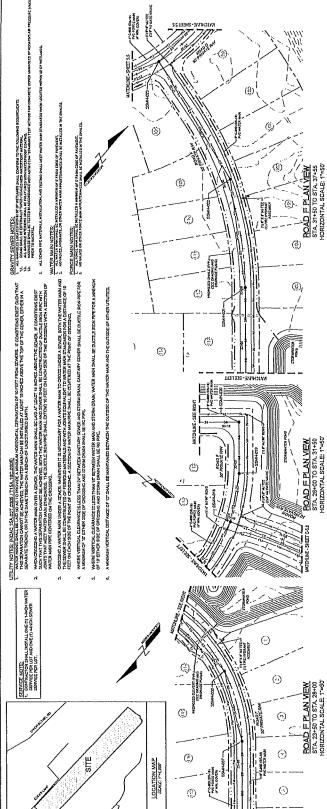












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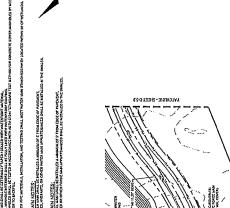
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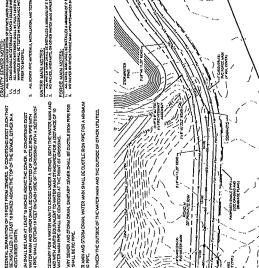
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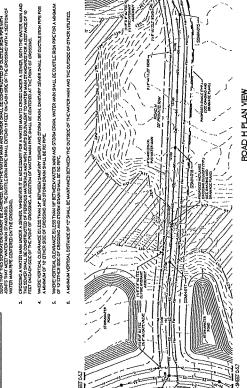
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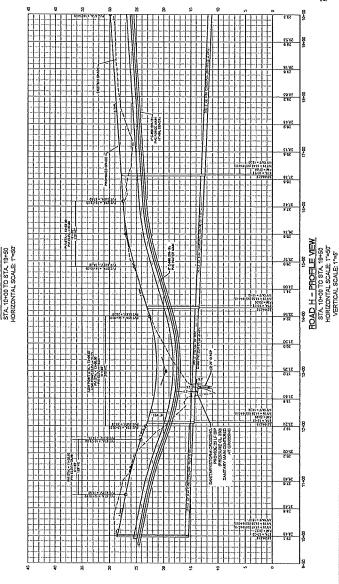






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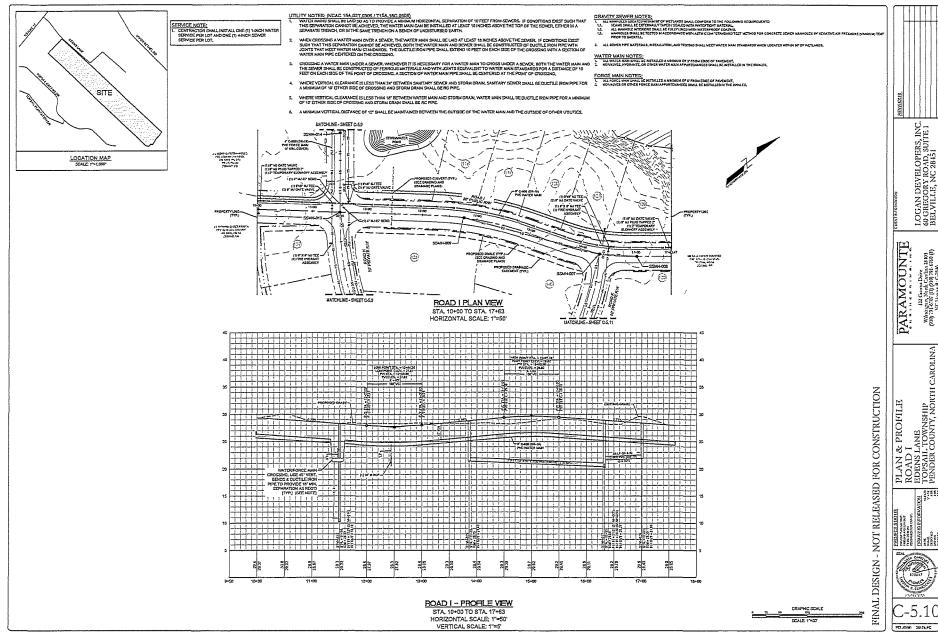
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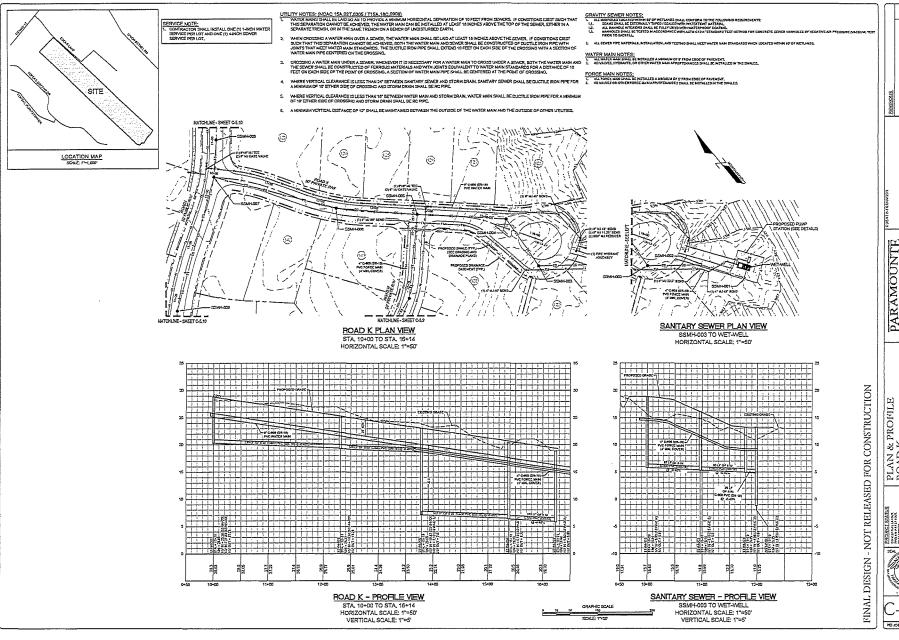
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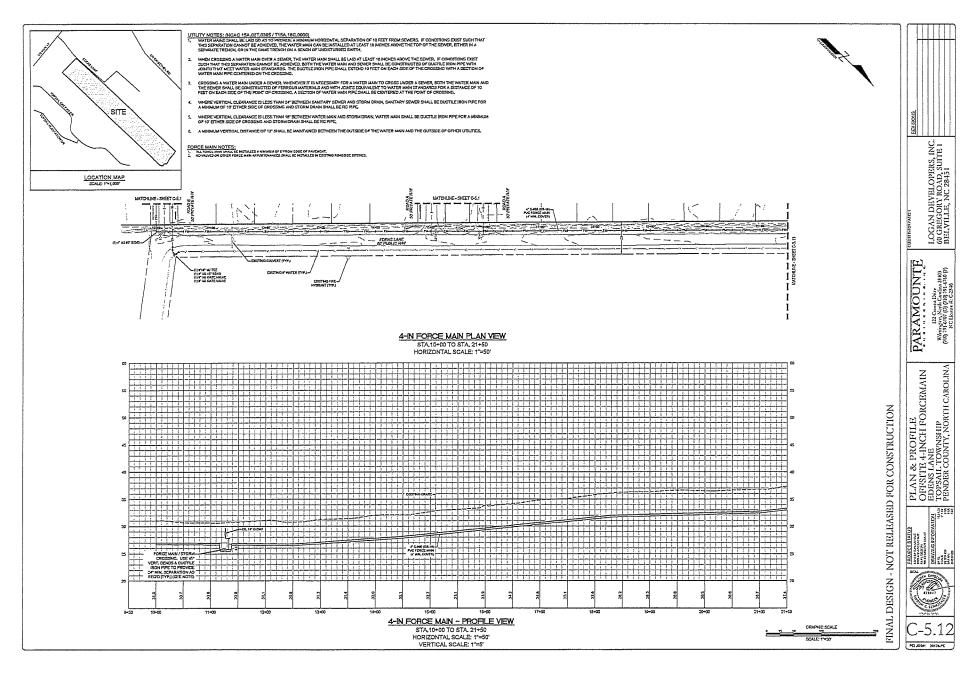
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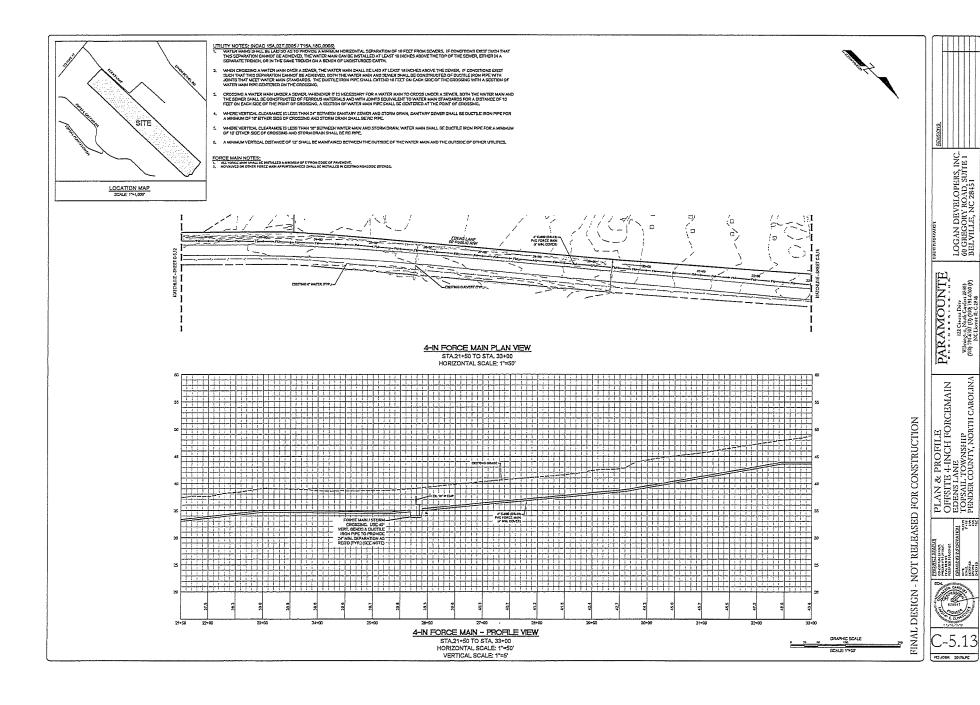


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LOGAN DEVELOPERS, INC. 60 GREGORY ROAD, SUITE 1 BELVILLE, NC 28451 PARAMOUNTE 122 Gana Dire Whingen, Nord Carles 2840 (219, 791-6767 (2) (219, 791-6760 (3) NG 1k-ane #: C-2846 PLAN & PROFILE
ROAD K
BEDSSLAND
TOPSALL TOWNSHIP
PENDER COUNTY, NORTH CAROLINA 2 35448 PROJECT SIGNUS control unon mattern mattern project control project pr C-5.11





BELVILLE, NC 28451 60 GREGORY ROAD, SUITE 1 LOGAN DEVELOPERS, INC.

BENDEK CONNIL' NOKIH CYKOLINA EDENS LANE EDENS LANE OFFSITE 10-INCH FORCEMAIN PLAN & PROFILE

DEVILLEDE





0-5.14

EINYT DESIGN - NOJ, KETEVSED FOR CONSTRUCTION CRAPHIC SCALE WATCHLERE - SPEET C-S.IS 10-IN FORCE MAIN - PROFILE VIEW STA. 24-60 TO STA, 33-40 HORIZONTAL SCALE: 1"=50' VERTICAL SCALE: 1"=5) 10-IN FORCE MAIN PLAN VIEW STA.21+50 TO STA. 33+00 HORIZONTAL SCALE: 1"=50" 5. WHERE VERTICAL CLEARANCE IS LESS THAN 16" DETAILD IN WITER MAIN SHOULE IN MAIN SHALL BE DUSTLE IRON PIPE FOR A MINIMAIN OF 10" DITHER SIDE OF GROESSING AND STORM SHALL BE RE PIPE. WEDE VERTICAL CLEARANCE IS LESS THAN SY BETWEEN LAMFARY STAGE AND STORN DRAIN, SWITARY SEMEN SYALL BE DUSTLE IRON PPE FOR A HINDREN OF 10 CINCER SDE OF CROSSING AND STORM DRAIN SYALL BE RO PPE. ACCOUNT OF THE CONTRACT OF THE LILITAV DESES POLGE, CS. SELTZ TEMBER TITSLA, ELGEN AND SERVICE DE PETET PREMATIVORE. IF CONTROLLED CONTROLLED AND SERVICE PRODUCTION. IN WITH MASSICATION OF THE TEMPER AND SERVICE TREADED TO SERVICE TREADED TO SERVICE TREADED TO SERVICE TREADED AND SERVICE TREADED. FORCE MAIN NOTES: A COCATION MAP

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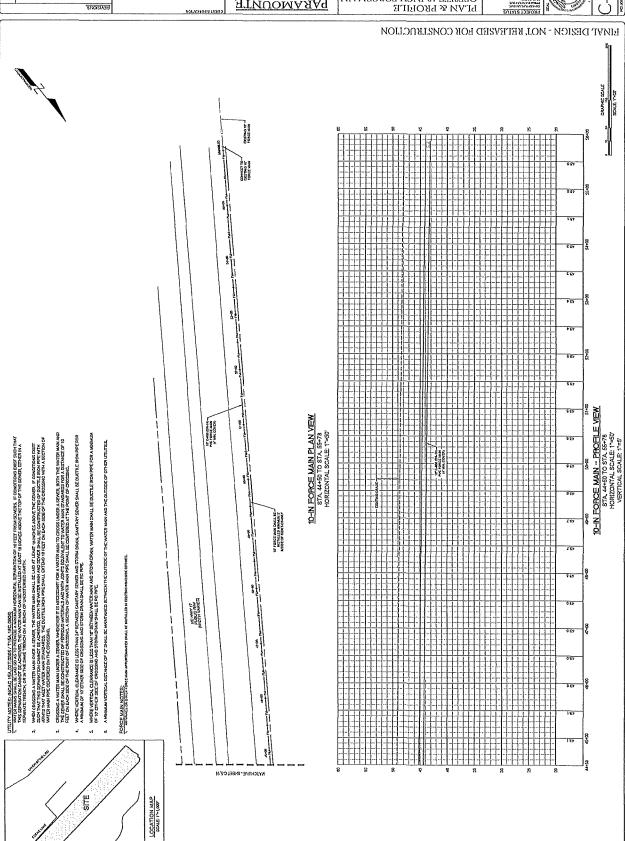
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bENDER COUNLY, NORTH CAROLINA LOPSALL TOWNSHIP EDENS LANE OFFSEE 10-INCH FORCEMAIN PLAN & PROPILE

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BELVILLE, NC 28451 60 GREGORY ROAD, SUITE 1 LOGAN DEVELOPERS, INC.



122 Croun Dire White (a), North Cooper 26(9) 19 (1915-1916), 1919 (191-200) 20 (12-20-4) PARAMOUNTE

RELVILLE, NC 28451 60 GREGORY ROAD, SUITE 1 LOGAN DEVELOPERS, INC.

BENDER COUNTY, NORTH CAROLINA TOPSALL TOWNSHIP EDENS LANE OFFSTTER 8-INCH WAYTER PLAN & PROFILE

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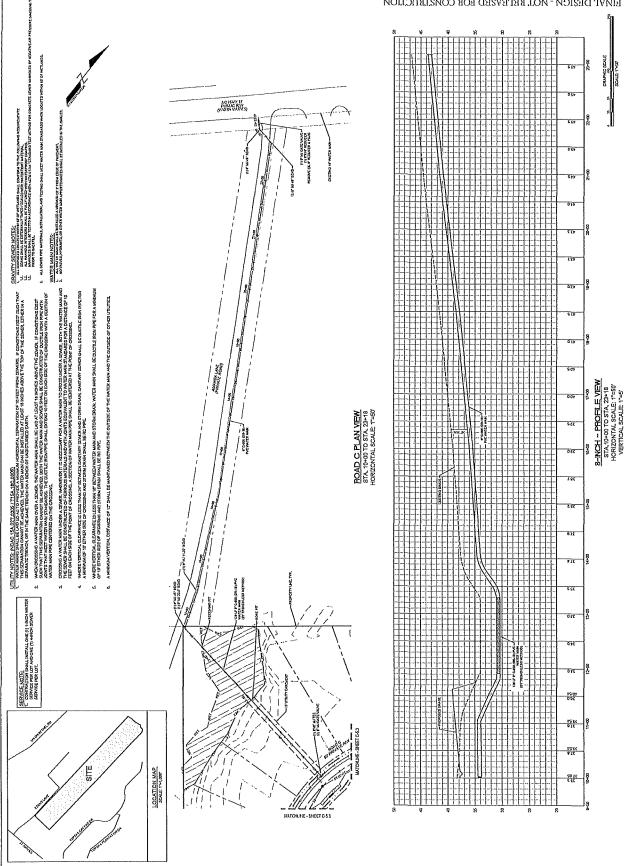




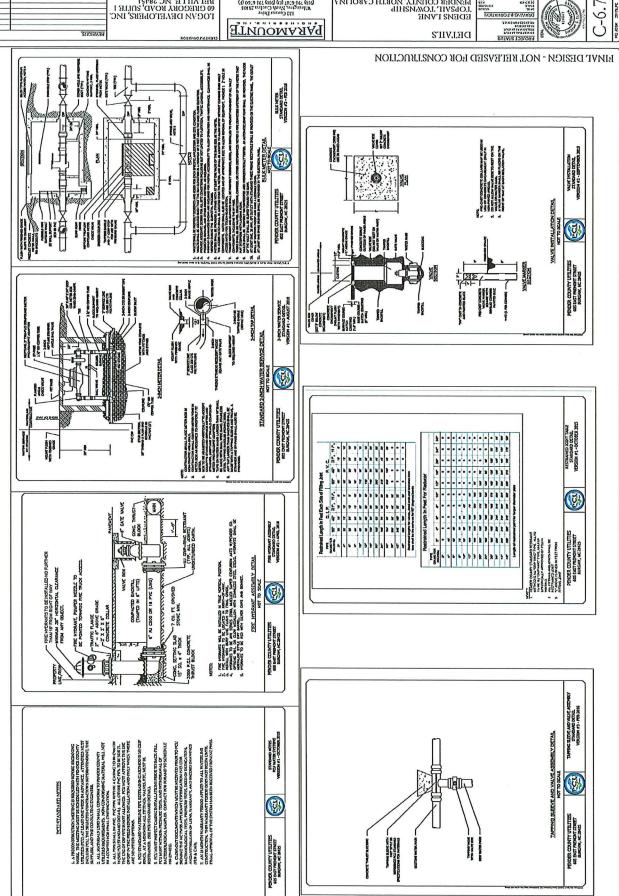




HINYT DESIGN - NOLKETEVSED LOK CONSLKUCLION HELICRIY OVOTH VARES 8-INCH - PROFILE VIEW STA.10+00 TO STA. 23-18 HORIZONTAL SCALE: 1"=50 VERTICAL SCALE: 1"=5 ROAD C PLAN VIEW STA, 10+00 TO STA, 23+18 HORIZONTAL SCALE; 1"=50



BELVILLE, NC 28451 60 GREGORY ROAD, SUITI	White Story North Carelan 28405 (919) 791-6707 (0) (919) 791-6709 (1) NC Licente #: C-2846	DENDER COUNTY, NORTH CAROLINA TOPSALL TOWNSHIP	201 CT0344 107 CTC51	Marie or to the line of the li		
LOGAN DEVELOPERS, II	123 Custra Drive	EDENS L'VNE	DOLLAND BEGRAVIOR		9	ľ
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BELVILLE, NC 28451 60 GREGORY ROAD, SUITE I LOGAN DEVELOPERS, INC.

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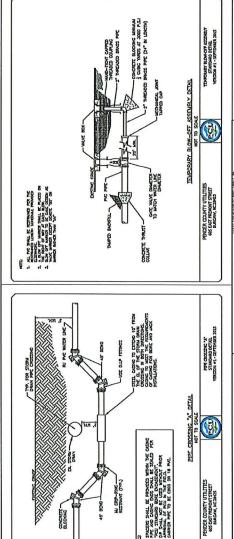
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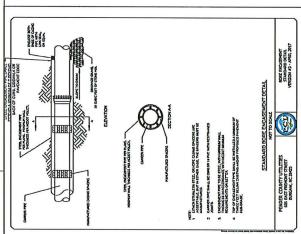
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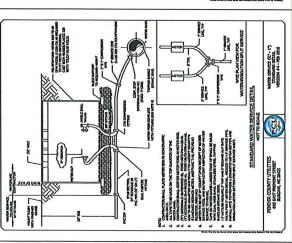
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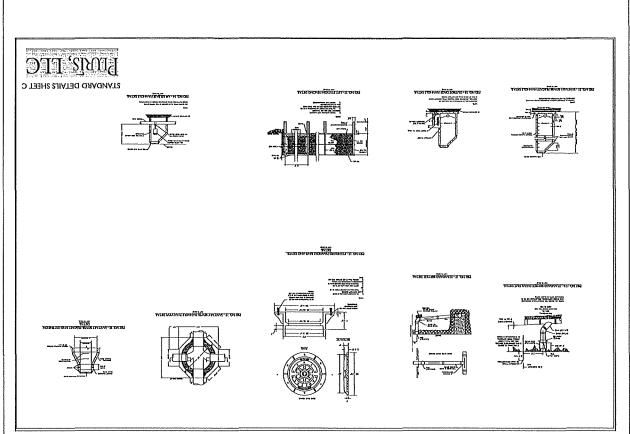
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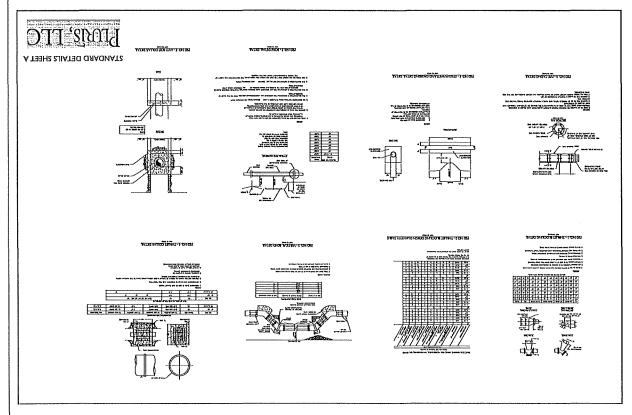
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BELVILLE, NC 28451 60 GREGORY ROAD, SUITE 1 LOGAN DEVELOPERS, INC.

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DELVILLE, NC 28451 60 GREGORY ROAD, SUITE I DOGAN DEVELOPERS, INC.

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