



September 30, 2023

Ms. A. Shonta Dunston, Chief Clerk  
North Carolina Utilities Commission  
4325 Mail Service Center  
Raleigh, North Carolina 27699-4300

Re: Second Amended Application for Certificate of Public Convenience and Necessity and Approval of Rates for Carolina Village MHP.

Dear Ms. Dunston,

Currituck Water and Sewer is filing this amended application in response to deficiencies noted in Public Staff's September 8, 2023 Letter and recommendation to the Commission. This amended application is in support of Currituck Water and Sewer (CWS) application for Certificate of Public Convenience and Necessity and Approval of Rates for Carolina Village MHP.

It was CWS's intent to provide the information noted in Public Staff's letter either through the original application submitted under W-1333, Sub 5 or through other separate filings as noted in the application. In addition to amending CWS's application to provide additional guidance and make the application easier for Public Staff's review, we have addressed each of the noted deficiencies below.

1. **Deficiency 1:** *The information regarding how major improvements and additions contemplated in the next five and ten years will be financed (long-term debt, short-term debt, common stock, retained earnings, and other) required in Item 1 on page 8 of the Application Form was not provided.*
  - a. **CWS Response:** See the modified **Item 1 on Page 8**. We did not include this in our filing because we communicated this to staff on our prefiling conference call.
2. **Deficiency 2:** *The information regarding how major replacements contemplated in the next five and ten years will be financed (long-term debt, short-term debt, common stock, retained earnings, and other) required in Item 2 on page 8 of the Application Form was not provided.*
  - a. **CWS Response:** See the modified **Item 2 on Page 8**. We did not include this in our filing because we communicated this to staff on our prefiling conference call.
3. **Deficiency 3:** *A detailed written narrative explanation of all assumptions underlying the information and data contained in the addendum required by line 3 in the addendum instructions was not provided. The workpaper submitted as Exhibit 13 to the amended application does not include the required written explanation of the assumptions.*
  - a. **CWS Response:** We felt that the work papers were self explanatory but have provided a detailed narrative as an addition to Exhibit 13.
4. **Deficiency 4:** *Item 12 on the Application Form Exhibits list requires Currituck Water and Sewer, LLC to provide its most recent fiscal year financial statements on a stand-alone basis. The title of the financial statements provided indicates that the statements include information about two entities: (1) Currituck Water and Sewer, LLC and (2) Currituck Water and Sewer Holdings LLC.*
  - a. **CWS Response:** Currituck Water and Sewer Holdings, LLC owns 100% of the interest in Currituck Water and Sewer, LLC and has no other holdings. As such, the financials of

Currituck Water & Sewer, LLC.

4700 Homewood Ct, Suite 108; Raleigh, North Carolina 27609

919-877-4631 (phone) 252-235-2132 (fax)

Currituck Water and Sewer, LLC represent both Currituck Water and Sewer, LLC and Currituck Water and Sewer Holdings, LLC. Updated financials through Sept 2023 are provided via separate confidential filing.

5. **Deficiency 5:** *A Statement of Cash Flows for Currituck Water and Sewer, LLC, also required by Item 12 on the Application Form Exhibits list, was not provided.*
  - a. **CWS Response:** Currituck Water and Sewer Holdings, LLC owns 100% of the interest in Currituck Water and Sewer, LLC and has no other holdings. As such, the financials of Currituck Water and Sewer, LLC represent both Currituck Water and Sewer, LLC and Currituck Water and Sewer Holdings, LLC. Updated financials through Sept 2023 are provided via separate confidential filing that include cash flows statements.
6. **Deficiency 6:** *Item 13 on the Application Form Exhibits list requires Currituck Water and Sewer, LLC to provide a copy of Currituck Water and Sewer Holdings, LLC's most recent fiscal year financial statements. A Statement of Operations (alternatively referred to as the Income Statement) and a Statement of Cash Flows for Currituck Water and Sewer Holdings, LLC were not provided.*
  - a. **CWS Response:** Currituck Water and Sewer Holdings, LLC owns 100% of the interest in Currituck Water and Sewer, LLC and has no other holdings. As such, the financials of Currituck Water and Sewer, LLC represent both Currituck Water and Sewer, LLC and Currituck Water and Sewer Holdings, LLC. Updated financials through Sept 2023 are provided via a separate confidential filing that includes an income statement and cash flow statement.

Currituck Water and Sewer appreciates the opportunity to provide Public Staff with this additional information and looks forward to working with staff on this important filing.

If you should need any additional information, please feel free to contact me at 252-235-4900 or 919-971-3469.

Sincerely,



Michael Myers  
Vice-President & Manager

EnviroLink, Inc.

*Your Partner in Utility Management*

4700 Homewood Ct., Suite 108, Raleigh, North Carolina 27609  
252-235-4900 (phone) 252-235-2132 (fax)

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 or 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 Currituck Water & Sewer, LLC
- 2. Name of owner (if different from trade name) n/a
- 3. Business mailing address 4700 Homewood Court, Suite 108  
City and state Raleigh, NC Zip Code 27609
- 4. Business street address (if different from mailing address) Same as above
- 5. Business telephone number 919-827-4631
- 6. If corporation, list the following:  
President \_\_\_\_\_ Vice President \_\_\_\_\_  
Secretary \_\_\_\_\_ Treasurer \_\_\_\_\_  
Three (3) largest stockholders and percent of voting shares held by each \_\_\_\_\_
- 7. If partnership, list the owners and percent of ownership held by each  
Currituck Water and Sewer Holdings, LLC (100%)

PROPOSED UTILITY SERVICE AREAS

- 8. Name of Subdivision or Service Area Carolina Village
- 9. County (or Counties) Currituck County
- 10. Type of Service (Water and/or Sewer) Water & Sewer

PROPOSED RATES  
(Amount Applicant Proposes to Charge)

- 11. Metered Residential Service:  
Water: \$31.40 Base\* \$6.90 Per 1,000 gallons \*Mobile home = 0.667 REU [\$20.94]  
Sewer: \$52.60 Base\* \*Mobile home = 0.667 REU [\$35.08]
- 12. Flat Rate Residential Service:  
Water: \$31.40 per REU\* \*Mobile home = 0.667 REU [\$20.94]  
Sewer: \$52.60 per REU\* \*Mobile home = 0.667 REU [\$35.08]
- 13. Nonresidential Service (explain):  
Water: none  
Sewer: none
- 14. Tap-on fees:  
Water: \$0.00 upto 184 mobile homes. See Fee Schedule for greater than 184 mobile homes  
Sewer: \$0.00 upto 184 mobile homes See Fee Schedule for greater than 184 mobile homes
- 15. Finance charge for late payment 1%  
(NCUC Rule R12-9 specifies not more than one percent (1.0%) per month will be applied to the unpaid balance of all bills still past due 25 days after billing date.)
- 16. Reconnection charge if water service cut off by utility as specified in NCUC Rule R7-20: See fee schedule - Exhibit 1
- 17. Reconnection charge if water service cut off discontinued at customer's request: N/A See fee schedule - Exhibit 1
- 18. Reconnection charge if sewer service cut off by utility as specified in NCUC Rule R10-16: See fee schedule - Exhibit 1
- 19. Other Charges: a. New account fee: \$40.00; b. Meter Fee \$300.00; c. See Fee Schedule

OFFICIAL COPY

Nov 14 2023

PROPOSED BILLING

1. Frequency of billing shall be (monthly, quarterly, etc.) Monthly
2. Billing shall be for service (in advance or arrears) Arrears
3. Bills past due 15 days after billing dates: (NCUC Rule R12-9 specifies that bills shall not be past due less than fifteen (15)days after billing date).
4. Will regular billing be by written statement? (yes or no) Yes
5. Will the billing statement contain the following? (Indicate yes or no for each item)
 

(a)	Meter reading at beginning and end of billing period	<u>Yes</u>
(b)	Date of meter readings	<u>Yes</u>
(c)	Gallons used, based on meter readings	<u>Yes</u>
(d)	Amount due for current billing period listed as a separate amount	<u>Yes</u>
(e)	Amount due from previous billing period listed as a separate amount	<u>Yes</u>
(f)	Amount due for each special charge (i.e. deposits, tap fees, etc.) listed as a separate amount	<u>Yes</u>
6. Show how the following will appear on the billing statement:
 

Mailing address of company	<u>4700 Homewood Ct., Suite 108, Raleigh, NC 27609</u>
<hr/>	
Address where bill can be paid in person:	<u>Bills cannot be paid in person</u>
<hr/>	
Name and phone number of alternative persons to contact for emergency service after business hours:	<u>888-754-9878</u>
7. Is service already metered? (yes or no) No, but CWS intends to meter community
8. Does the Applicant understand the provisions for establishing credit and collecting customer deposits set forth in NCUC Rules and Regulations, Chapter 12? (yes or no) Yes  
(Customer deposits must be refunded to customers having not more than two (2) bills overdue during a 12-month period and who are not then delinquent of their bills, per NCUC R12-5.)

PRESENT RATES

9. Are you presently charging for service? If so, describe the rates being charged.  
No
10. How long have these rates been in effect? n/a

PERSONS TO CONTACT

	<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>
11. Utility Manager	<u>Tracy Miller</u>	<u>4700 Homewood Ct., Suite 108; Raleigh, NC 27609</u>	<u>888-754-9878</u>
12. Complaints or Billing	<u>Deborah Massey</u>	<u>4700 Homewood Ct., Suite 108; Raleigh, NC 27609</u>	<u>888-754-9878</u>
13. Engineering Operations	<u>Chuck Donnell, PE</u>	<u>4700 Homewood Ct., Suite 108; Raleigh, NC 27609</u>	<u>888-754-9878</u>
14. Emergency Service	<u>Envirolink</u>	<u>4700 Homewood Ct., Suite 108; Raleigh, NC 27609</u>	<u>888-754-9878</u>
15. Accounting	<u>Aaron Gold</u>	<u>4700 Homewood Ct., Suite 108; Raleigh, NC 27609</u>	<u>888-754-9878</u>

16. Are the names and phone numbers shown above listed in the phone book by each of the proposed service areas? (yes or no) No
17. Can customers make phonecalls for service without being charged for a long distance phone call? (yes or no) Yes
18. Do persons designated to receive phone calls for emergency service, after regular business hours, have the authority to provide the needed repairs without first contacting owner? (yes or no) Yes
19. List the qualifications of the person in charge of the utility system:  
On file with NCUC and additionally provided as Exhibit 2
20. List the date(s) and describe any DENR violation(s) since the last application for franchise, transfer or rate increase: NA

Fill in one column for each subdivision or service area.

	(1)	(2)	(3)
1. Name of subdivision or service area	Carollina Village		
2. County (or Counties)	Currituck		
3. Type of service (water, sewer, etc.)	Water & Sewer		
4. If water is purchased, list from whom	n/a		
5. Source of water supply (wells, etc.)	Wells		
6. Number of wells in service	2		
7. Pumping capacity of each pump in service	42 gpm + 53 gpm		
8. Elevated storage tank capacity (gals.)	90,000 gal ground		
9. Pressure tank capacity (gals.)	5,000 gal		
10. Type of water treatment (chlorine, etc.)	Chlorine		
11. Number of fire hydrants installed	approx. 30		
12. Is sewage disposal by septic tank or by sewer system?	Sewer		
13. If disposal is by sewer system, is sewage treated by utility company or by others?	Utility Co.		
14. Capacity of Company's sewage treatment plant (gallons per day)	0.04 MGD		
15. Is service metered? (yes or no)	Not currently		
16. Number of water meters in use	184		
17. Number of service taps in use (list number of each size)	184		
	Water 3/4" x5/8" - 184		
	n/a		
	n/a		
	Sewer 4" - 184		
18. Number of customers at the end of test year	Water 184		
	Sewer 184		
19. Number of customers that can be served by mains already installed (including present customers, vacant lots, etc.)	Water 184		
	Sewer 184		
20. Number of customers that can be served by pumping capacity	Water 184		
21. Number of customers that can be served by storage tank capacity	Water 184		
22. Number of customers that can be served by treatment plant capacity	Sewer 184		
23. Name of nearest water/sewer utility system	Currituck Co.		
24. Distance to nearest water/sewer utility system	<5 mile		
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 NC0427103		
b. NPDES or Nondischarge Permit No.	Sewer WQ0004696		

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

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2. Will a separate bank account be maintained for the utility business?  
No

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3. Are the revenues and expenses listed below based on past operations or are they estimated for future operations?  
(actual or estimated) Data is based on cost current cost of operations - Test Year with estimated proforma adjustments

Note: If the Applicant already holds a public utility franchise, the proposed service area is new (i.e., there are no customers being served), and the proposed rates herein are the same as those previously approved, then the financial information below (lines 4 through 35) may be omitted.

**REVENUES AND EXPENSES**

For 12 Months Ended Estimated December 2022 (Date)

<u>Revenues</u>	<u>Water</u>	<u>Sewer</u>
4. Residential service (flat rate)	\$ 31,158.72	\$ 52,199.04
5. Residential service (metered rate)	\$ -	\$ -
6. Nonresidential service (flat rate)	\$ -	\$ -
7. Nonresidential service (metered rate)	\$ -	\$ -
8. Other revenues (described in remarks below)	\$ 623.17	\$ 1,043.98
9. Total Revenues (Lines 4 thru 8)	<u>\$ 31,781.89</u>	<u>\$ 53,243.02</u>
10. Total salaries	\$ 4,339.85	\$ 4,339.85
11. Salaries paid to owner	\$ -	\$ -
12. Administrative and office expense (except salaries)	\$ 5,133.24	\$ 8,599.50
13. Maintenance and repair expense (except salaries)	\$ 1,338.04	\$ 1,607.90
14. Transportation expenses	\$ -	\$ -
15. Electric power for pumping	\$ 3,122.58	\$ 4,807.30
16. Chemicals for treatment	\$ 3,308.75	\$ 975.00
17. Testing fees	\$ 2,825.00	\$ 9,635.00
18. Permit fees	\$ 270.00	\$ -
19. Purchase water/sewer treatment	\$ -	\$ -
20. Annual depreciation	\$ 1.00	\$ 1.00
21. Taxes: State Income taxes	\$ -	\$ -
22. Federal income taxes	\$ -	\$ -
23. Gross receipt taxes	\$ -	\$ -
24. Property taxes	\$ -	\$ -
25. Payroll taxes	\$ -	\$ -
26. Other taxes	\$ 109.86	\$ 2,486.45
27. Interest on debt during year	\$ 12,154.29	\$ 12,154.29
28. Other expenses (describe in remarks below)	\$ 18,591.10	\$ 28,073.54
29. Total Expenses (lines 10 thru 28)	<u>\$ 51,193.71</u>	<u>\$ 72,679.83</u>
30. Net Income (Line 9 minus 29)	<u>\$ (19,411.82)</u>	<u>\$ (19,436.81)</u>

Remarks

31. Other expenses include: (Solids & sludge disposal: W: \$ 0.00; S: \$ 8,720.00), (Landscaping W: \$ 0.00; S: \$ 0.00),
32. (Meter reading/Billing W: \$ 3,162.00; S \$ 3,162.00), (Bad Debt W: \$ 0.00; S \$ 0.00), (Rate Case Exp W: \$ 0.00; S \$ 0.00)
33. (Outside Labor W: \$ 14,137.50; S \$ 14,137.50), (Supplies W: \$ 1,91.60; S \$ 2,054.04)
34. Administrative & Office Expense includes: (Local OH W: \$ 0.00; S \$ 0.00), (Corp OH W: \$ 5,133.24; S \$ 8,599.50)
35. Other revenues include: reconnect fees, returned check charges, and late payment charges.

Number of Customers Served

	<u>Water</u>		<u>Sewer</u>	
	<u>Flat Rate</u>	<u>Metered</u>	<u>Flat Rate</u>	<u>Metered</u>
36. Customers at beginning of year	124	0	124	0
37. Customers at end of year	124	0	124	0
38. Average gallons used per customer	<u>estimated 2,500</u>		<u>per month</u>	

1. Is the cost of utility system listed below on past operation, or is it estimated for future operation?  
(actual or estimated) Estimated.
2. Does the cost of utility system listed below represent the cost to the Applicant herein? (yes or no)  
No  
If no, list cost (purchase price to Applicant). \_\_\_\_\_

ORIGINAL COST OF UTILITY SYSTEM  
As of Year Ended Sept 2016 (Date)

**Note: List the total original cost to construct and establish the system, whether or not paid for by the present owner.**

<u>Utility Property in Service</u>	<u>Balance at End of Year</u>	
	<u>Water</u>	<u>Sewer</u>
3. Land and right-of-way	See 23 below	See 23 below
4. Structures and site improvement	\$ -	\$ -
5. Wells	\$ -	\$ -
6. Pumping equipment	\$ -	\$ -
7. Treatment equipment	\$ -	\$ -
8. Storage tanks	\$ -	\$ -
9. Mains (excluding service connections)	\$ -	\$ -
10. Service Connections	\$ -	\$ -
11. Meters (including spare meters)	\$ -	\$ -
12. Office furniture and equipment	\$ -	\$ -
13. Transportation equipment	\$ -	\$ -
14. Other utility property in service (describe in remarks below)	\$ -	\$ -
15. Total utility property in service (Lines 3 thru 14)	\$ -	\$ -
16. Less: accumulated depreciation	\$ -	\$ -
17. Less: accumulated tap fees and other contributions in aid of construction	\$ -	\$ -
18. Less: customer advances	\$ -	\$ -
19. Net investment in utility property (Line 15 minus 16, 17, & 18)	\$ -	\$ -

<u>Utility Property Not in Service</u>	<u>Balance at End of Year</u>	
	<u>Water</u>	<u>Sewer</u>
20. Construction work in progress	\$ -	\$ -
21. Property held for future use	\$ -	\$ -
22. Other (describe in remarks below)	\$ -	\$ -

- Remarks
23. See Original Cost Analysis provided by Burgin Engineering (Rob Burgin, PE) provided as Exhibit 3
  24. \_\_\_\_\_
  25. \_\_\_\_\_
  26. \_\_\_\_\_
  27. \_\_\_\_\_
  28. \_\_\_\_\_
  29. \_\_\_\_\_
  30. \_\_\_\_\_
  31. \_\_\_\_\_
  32. \_\_\_\_\_

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

	<u>Water</u>	<u>Sewer</u>	
1. Amount to be contributed by developer	\$ 342,418.00	\$ 884,594.00	refer to 6a
2. Amount to be recovered through tap fees	\$ -	\$ -	
3. Amount to be recovered through rates	\$ 1.00	\$ 1.00	refer to 6c
4. Other (please describe below on Line 6)	\$ -	\$ -	
5. Total cost of plant	<u>\$ 342,419.00</u>	<u>\$ 884,595.00</u>	
6. Description of other:			
a. Refer to Original Cost Analysis prepared by Burgin Engineering (Rob Burgin, PE), provided as <b>Exhibit</b>			
Water - Original Cost = \$566, 857 less Acc Dep of \$224,438 = \$342,418			
Sewer - Original Cost = \$1,646,144 less Acc Dep of \$761,550 = \$884,594			
b. Tap Fees			
Water = \$0.00			
Sewer = \$0.00			
c. Per contract (Exhibit 4 and 5), purchase price is \$10.00 for the existing water system.			
Per contract (Exhibit 4 and 5), the purchase price is \$10.00 for the existing wastewater system			

ANNUAL DEPRECIATION

7. If annual depreciation is claimed using a composite rate for the entire system show rate of depreciation used  
 Water: When the system is actually recorded in the asset accounts, CWS will use account specific depreciation rates  
 Sewer: When the system is actually recorded in the asset accounts, CWS will use account specific depreciation rates

8. If annual depreciation is claimed using individual rates for each type of equipment, show rates of depreciation used: See proposed depreciation rates below

<b>Useful Life of Assets</b>		<b>Useful Life of Assets</b>	
<b>Component</b>	<b>Expected Useful Life (years)</b>	<b>Component</b>	<b>Expected Useful Life</b>
<b>Water System</b>		<b>Wastewater</b>	
Pipes	50	Pipes	50
Main Valves	25	Manholes	50
Post Indicator Valves	35	Cleanout Tees	50
Fire Hydrants	25	Lift Stations -	50
Water Storage Tank	75	Lift Station -	15
Pump Stations - Mechanical/Electrical	20	SCADA	5
Pump Stations - Structural	60	Treatment -	50
Backflow Preventors	25	Treatment -	15
Meters	25		
SCADA	5		
Treatment - Structural	60		
Treatment - Mechanical/Electrical	20		
Services	50		



1. Please provide the following capital structure information for the Company prior to the purchase of the new water and/or sewer system(s)

a. Capital structure as of 30-Jun-23

b. Capital structure balances:

	<u>Amount</u>	<u>Total Capital</u>
Long-term debt/loans	\$ -	0%
Preferred stock (if any)	\$ 2,000,000.00	49%
Common equity:		
Capital Reserve	\$ 700,000.00	17%
Retained earnings	\$ 1,380,450.00	34%
Total common equity	\$ 2,080,450.00	51%
Total Capital	<u>\$ 4,080,450.00</u>	<u>100%</u>

2. The purchase price of the system will be financed as follows:

a. Long term debt	\$ -
b. Short term debt	\$ -
c. Capital Reserve	\$ 20.00
d. Retained earnings	\$ -
e. Other (please describe below on Line g)	\$ -
f. Total purchase price	<u>\$ 20.00</u>

g. Description of other: See contract amendment (Exhibit 5) for purchase price (Water = \$10 and Sewer = \$10)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3 Please provide the following for the improvements/additions to be made in the first year

a. Brief Description: See Capital Improvement Plan (Exhibit 6) for planned improvements  
\_\_\_\_\_  
\_\_\_\_\_

b. Financing:

(1) Long-term debt	\$ 432,369.50
(2) Short-term debt	\$ -
(3) Capital Reserve	\$ 432,369.50
(4) Retained earnings	\$ -
(5) Other (please describe below on Line (7))	\$ -
(6) Total improvements/additions	<u>\$ 864,739.00</u>

(7) Description of other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Are there any major improvements/additions required in the next five years and the next ten years? Indicate the estimated cost of each improvement/addition, the year it will be made, and how it will be financed (long-term debt, short-term debt, common stock, retained earnings, and other (please explain)).

See capital improvement plan (Exhibit 6)

The improvements identified in Exhibit 6 will be financed with long term debt through the USDA Business and Industry Program

2. Are there any major replacements required in the next five years and the next ten years? Indicate the estimated cost of each replacement, the year it will be made, and how it will be financed (long-term debt, short-term debt, common stock, retained earnings, and other (please explain)).

See capital improvement plan (Exhibit 6)

The improvements identified in Exhibit 6 will be financed with long term debt through the USDA Business and Industry Program

3. Please fill out the attached addendum showing the projected cash flows and income statement for the first five years of operation of this system. This addendum should be for the utility system for which the subject application is being submitted, exclusively. Instructions are included on page 3 of the addendum. The following information may be provided instead of filing the addendum:

- (1) Audited financial statements for the utility and/or parent company.

See attached confidential addendum

- (2) Budgets, capital and operating, for the company's North Carolina utility operations for the next five years

See attached addendum

- (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.

See attached addendum

THE FOLLOWING EXHIBITS SHALL BE ATTACHED TO THE APPLICATION

1. 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.) **Attached (Exhibit 7)**
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.) **n/a**
3. 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**
4. Enclose a copy of a letter from the Department of Environment and Natural Resources granting approval of the plans for each water system. **See Attached (Exhibit 8)**
5. Enclose a copy of a letter from the Department of Environment and Natural Resources granting approval of the plans for each sewer system. **See Attached (Exhibit 8)**
6. Enclose a copy of a Division of Environmental Health (DEH) report on an 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.) **n/a**
7. Enclose a copy of purchase agreements or contracts showing provisions for ownership or control of the water or sewer systems, including sites for wells or treatment plants. **See Attached (Exhibit 9)**
8. 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 non, write "none"). **None**
9. 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 subdivision outlined is suggested.) **Attached (Exhibit 10)**
10. 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 (Exhibit 11)**
11. Enclose a copy of the workpapers supporting the estimate of the plant costs, including a breakdown by type of plant item, showing the detail of how the estimated cost was determined, and indicating which plant items, if any, will be contributed to the utility. **Attached (Exhibit 12)**
12. Enclose a copy of the most recent fiscal year financial statements, audited if available, for the applicant. **None**
13. Enclose a copy of the most recent fiscal year financial statements, audited if available, for the parent company of the Applicant. **Attached -Filed Separately (Confidential)**
14. 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. **n/a**

FILING INSTRUCTIONS

15. 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.)
16. 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.**

SIGNATURE

17. Application shall be signed and verified by the Applicant.

Signature: *Michael J Myers*  
 Date: Sept. 20, 2023

18. (Typed or Printed Name) Michael J Myers  
 personally appearing before me and being first duly sworn, says that the information contained in this application and in the exhibits attached hereto are true to the best of his/her knowledge and belief.



This the 20th day of September 2023  
Marie Blanchard  
 Notary Public  
4700 Homewood Ct., Ste. 108, Raleigh, NC  
 Address 27609  
 My Commission Expires: 10/29/2027  
 Date

Proposed Service Area: Majestic Oaks

**Attached, On File, Provided  
upon request, or n/a**

**Addendum**

1. Income Statement
2. Cash Flow

Attached  
Attached

**Exhibits**

1. CWS Fee Schedule
2. Bios
3. Original Cost
4. Contract
5. Contract Amendment
6. 5Y Capital Improvement Plan
7. Articles of Organization
8. Public Water Supply Information
9. Wastewater Plans
10. Wastewater Permits
11. Deeds - Easements
12. Vicinity Maps
13. Work Papers
14. Customer Proforma
15. Site Plans
16. Financial Report, Company
17. Financial Reports, Parent Company

Attached  
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Filed Separately (Confidential)  
Filed Separately (Confidential)

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

**Projected Income Statement - Water**

Line No.	Item	Year 1	Year 2	Year 3	Year 4	Year 5
<i>Operating Revenue</i>						
1	Metered Service Revenue	\$ -	\$ 84,875.52	\$ 84,875.52	\$ 84,875.52	\$ 84,875.52
2	Flat Rate Service Revenue	\$ 31,158.72	\$ -	\$ -	\$ -	\$ -
3	EPA Testing Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -
4	Re-Connect Fees	\$ 311.59	\$ 848.76	\$ 848.76	\$ 848.76	\$ 848.76
5	Returned Check Charge	\$ 155.79	\$ 424.38	\$ 424.38	\$ 424.38	\$ 424.38
6	Late Payment Charge	\$ 155.79	\$ 424.38	\$ 424.38	\$ 424.38	\$ 424.38
7	Other Operating Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
8	Total Operating Revenue (Sum of Line 1 thru Line 7)	\$ 31,781.89	\$ 86,573.03	\$ 86,573.03	\$ 86,573.03	\$ 86,573.03
<i>Operating Expenses</i>						
9	Total salaries and wages (employees only)	\$ 4,339.85 x	\$ 4,372.40	\$ 4,405.19	\$ 4,438.23	\$ 4,471.52
10	Outside labor expenses (non-employee)	\$ 14,137.50 x	\$ 14,243.53	\$ 14,350.36	\$ 14,457.99	\$ 14,566.42
11	Administrative and office expenses	\$ 9,856.84	\$ 9,930.77	\$ 10,005.25	\$ 10,080.29	\$ 10,155.89
12	Maintenance and repair expense	\$ 1,338.04 x	\$ 1,348.08	\$ 1,358.19	\$ 1,368.37	\$ 1,378.64
13	Purchased water	\$ -	\$ -	\$ -	\$ -	\$ -
14	Purchased sewerage treatment	\$ -	\$ -	\$ -	\$ -	\$ -
15	Electric power expense	\$ 3,122.58 x	\$ 3,146.00	\$ 3,169.59	\$ 3,193.37	\$ 3,217.32
16	Chemical expense	\$ 3,308.75 x	\$ 3,333.57	\$ 3,358.57	\$ 3,383.76	\$ 3,409.13
17	Testing fees	\$ 2,825.00 x	\$ 2,846.19	\$ 2,867.53	\$ 2,889.04	\$ 2,910.71
18	Transportation expense	\$ -	\$ -	\$ -	\$ -	\$ -
19	Other operating expense	\$ - x	\$ -	\$ -	\$ -	\$ -
20	Total operation and maintenance expenses (sum of Line 9 thru Line 19)	\$ 38,928.56	\$ 39,220.53	\$ 39,514.68	\$ 39,811.04	\$ 40,109.63
21	Annual depreciation expense	\$ 1.00 x	\$ 7,755.10	\$ 7,855.10	\$ 7,955.10	\$ 8,055.10
22	Property taxes paid on utility property	\$ -	\$ -	\$ -	\$ -	\$ -
23	Payroll taxes	\$ -	\$ -	\$ -	\$ -	\$ -
24	Franchise (gross receipts tax)	\$ -	\$ -	\$ -	\$ -	\$ -
25	Annual NCUC regulatory fee	\$ 109.86 x	\$ 109.86	\$ 109.86	\$ 109.86	\$ 109.86
26	Total operating expenses (Sum of Line 20 thru Line 25)	\$ 39,039.42	\$ 47,085.49	\$ 47,479.64	\$ 47,876.00	\$ 48,274.59
<i>Income Taxes</i>						
27	State income taxes	\$ -	\$ 1,287.35	\$ 1,257.64	\$ 1,227.83	\$ 1,197.91
28	Federal income taxes	\$ -	\$ 9,485.70	\$ 9,266.81	\$ 9,047.15	\$ 8,826.70
29	Total income taxes	\$ -	\$ 10,773.05	\$ 10,524.45	\$ 10,274.97	\$ 10,024.61
30	Net operating income	\$ (7,257.53)	\$ 28,714.50	\$ 28,568.94	\$ 28,422.05	\$ 28,273.83
31	Interest expense	\$ 12,154.29 x	\$ 12,385.54	\$ 12,616.79	\$ 12,848.04	\$ 13,079.29
32	Net income	\$ (19,411.82)	\$ 16,328.96	\$ 15,952.15	\$ 15,574.01	\$ 15,194.54

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

**Projected Income Statement -Wastewater**

Line No.	Item	Year 1	Year 2	Year 3	Year 4	Year 5
<i>Operating Revenue</i>						
1	Metered Service Revenue	\$ -	\$ 116,096.64	\$ 116,096.64	\$ 116,096.64	\$ 116,096.64
2	Flat Rate Service Revenue	\$ 52,199.04	\$ -	\$ -	\$ -	\$ -
3	EPA Testing Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -
4	Re-Connect Fees	\$ 521.99	\$ 1,160.97	\$ 1,160.97	\$ 1,160.97	\$ 1,160.97
5	Returned Check Charge	\$ 261.00	\$ 580.48	\$ 580.48	\$ 580.48	\$ 580.48
6	Late Payment Charge	\$ 261.00	\$ 580.48	\$ 580.48	\$ 580.48	\$ 580.48
7	Other Operating Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
8	Total Operating Revenue (Sum of Line 1 thru Line 7)	\$ 53,243.02	\$ 118,418.57	\$ 118,418.57	\$ 118,418.57	\$ 118,418.57
<i>Operating Expenses</i>						
9	Total salaries and wages (employees only)	\$ 4,339.85	\$ 4,513.44	\$ 4,693.98	\$ 4,881.74	\$ 5,077.01
10	Outside labor expenses (non-employee)	\$ 14,137.50 x	\$ 14,703.00	\$ 15,291.12	\$ 15,902.76	\$ 16,538.88
11	Administrative and office expenses	\$ 13,815.54	\$ 14,368.16	\$ 14,942.89	\$ 15,540.60	\$ 16,162.23
12	Maintenance and repair expense	\$ 1,607.90 x	\$ 1,672.22	\$ 1,739.10	\$ 1,808.67	\$ 1,881.02
13	Purchased water	\$ -	\$ -	\$ -	\$ -	\$ -
14	Purchased sewerage treatment	\$ -	\$ -	\$ -	\$ -	\$ -
15	Electric power expense	\$ 4,807.30 x	\$ 4,999.59	\$ 5,199.58	\$ 5,407.56	\$ 5,623.86
16	Chemical expense	\$ 975.00 x	\$ 1,014.00	\$ 1,054.56	\$ 1,096.74	\$ 1,140.61
17	Testing fees	\$ 9,635.00 x	\$ 10,020.40	\$ 10,421.22	\$ 10,838.06	\$ 11,271.59
18	Transportation expense	\$ -	\$ -	\$ -	\$ -	\$ -
19	Other operating expense	\$ 8,720.00	\$ 9,068.80	\$ 9,431.55	\$ 9,808.81	\$ 10,201.17
20	Total operation and maintenance expenses (sum of Line 9 thru Line 19)	\$ 58,038.09	\$ 60,359.61	\$ 62,774.00	\$ 65,284.96	\$ 67,896.36
21	Annual depreciation expense	\$ 1.00 x	\$ 18,189.06	\$ 20,594.25	\$ 22,999.43	\$ 25,404.62
22	Property taxes paid on utility property	\$ -	\$ -	\$ -	\$ -	\$ -
23	Payroll taxes	\$ -	\$ -	\$ -	\$ -	\$ -
24	Franchise (gross receipts tax)	\$ -	\$ -	\$ -	\$ -	\$ -
25	Annual NCUC regulatory fee	\$ 2,486.45	\$ 2,486.45	\$ 2,486.45	\$ 2,486.45	\$ 2,486.45
26	Total operating expenses (Sum of Line 20 thru Line 25)	\$ 60,525.54	\$ 81,035.12	\$ 85,854.70	\$ 90,770.84	\$ 95,787.43
<i>Income Taxes</i>						
27	State income taxes	\$ -	\$ 1,198.39	\$ 969.46	\$ 735.94	\$ 497.65
28	Federal income taxes	\$ -	\$ 8,830.21	\$ 7,143.36	\$ 5,422.70	\$ 3,666.90
29	Total income taxes	\$ -	\$ 10,028.59	\$ 8,112.81	\$ 6,158.64	\$ 4,164.55
30	Net operating income	\$ (7,282.52)	\$ 27,354.86	\$ 24,451.07	\$ 21,489.09	\$ 18,466.60
31	Interest expense	\$ 12,154.29	\$ 12,154.29	\$ 12,154.29	\$ 12,154.29	\$ 12,154.29
32	Net income	\$ (19,436.81)	\$ 15,200.57	\$ 12,296.78	\$ 9,334.80	\$ 6,312.31

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

**Statement of Cash Flows - Water**

Line No.	Item	Year 1	Year 2	Year 3	Year 4	Year 5
<u>Cash Flows From Operating Activities</u>						
1	Pre-tax operating income (loss)					
2	Total operating revenue	\$ 31,781.89	\$ 86,573.03	\$ 86,573.03	\$ 86,573.03	\$ 86,573.03
3	Less: Operation and maintenance expenses	\$ 38,928.56	\$ 39,220.53	\$ 39,514.68	\$ 39,811.04	\$ 40,109.63
4	Less: Taxes other than income	\$ 109.86	\$ 109.86	\$ 109.86	\$ 109.86	\$ 109.86
5	Pre-tax operating income (loss)	\$ (7,256.53)	\$ 47,242.64	\$ 46,948.49	\$ 46,652.13	\$ 46,353.55
<u>Income Tax Calculation:</u>						
7	Pre-tax operating income (loss)	\$ (7,256.53)	\$ 47,242.64	\$ 46,948.49	\$ 46,652.13	\$ 46,353.55
8	Plus: Contributions in aid of construction	\$ -	\$ -	\$ -	\$ -	\$ -
9	Less: Tax depreciation	\$ -	\$ -	\$ -	\$ -	\$ -
10	Less: Interest expense	\$ 12,154.29	\$ 12,385.54	\$ 12,616.79	\$ 12,848.04	\$ 13,079.29
11	Taxable income (loss)	\$ (19,410.82)	\$ 34,857.10	\$ 34,331.70	\$ 33,804.09	\$ 33,274.26
12	State income tax	\$ -	\$ 1,287.35	\$ 1,257.64	\$ 1,227.83	\$ 1,197.91
13	Federal income tax	\$ -	\$ 9,485.70	\$ 9,266.81	\$ 9,047.15	\$ 8,826.70
14	Total income taxes to be paid	\$ -	\$ 10,773.05	\$ 10,524.45	\$ 10,274.97	\$ 10,024.61
15	Net cash provided by (used in) operating activities	\$ (7,256.53)	\$ 36,469.60	\$ 36,424.04	\$ 36,377.16	\$ 36,328.93
<u>Cash Flows from Investing Activities</u>						
16	Purchases of utility plant	\$ -	\$ -	\$ -	\$ -	\$ -
17	Plus: Cash bonds posted	\$ -	\$ -	\$ -	\$ -	\$ -
18	Less Contributions in aid of construction	\$ -	\$ -	\$ -	\$ -	\$ -
19	Less: Proceeds from disposal of utility plant	\$ -	\$ -	\$ -	\$ -	\$ -
20	Net cash used (provided) by investing activities	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Cash Flows From Financing Activities</u>						
21	Proceeds from issuing short term debt					
22	Less: Principal repayment of short term debt					
23	Plus: Proceeds from issuing long term debt					
24	Less: Principal repayment of long term debt					
25	Less: Interest payment for short and long term debt					
26	Plus: Proceeds from issuing stock					
27	Less: Dividends paid					
28	Plus: Funds provided by owner					
29	Net cash provided (used) by financing activities	\$ -	\$ -	\$ -	\$ -	\$ -
30	Net increase (decrease) in cash	\$ (7,256.53)	\$ 36,469.60	\$ 36,424.04	\$ 36,377.16	\$ 36,328.93
31	Cash balance at beginning of year	\$ -	\$ (7,256.53)	\$ 29,213.07	\$ 65,637.11	\$ 102,014.26
32	Cash balance at end of year	\$ (7,256.53)	\$ 29,213.07	\$ 65,637.11	\$ 102,014.26	\$ 138,343.20

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

**Statement of Cash Flows -Wastewater**

Line No.	Item	Year 1	Year 2	Year 3	Year 4	Year 5
<i>Cash Flows From Operating Activities</i>						
1	Pre-tax operating income (loss)					
2	Total operating revenue	\$ 53,243.02	\$ 118,418.57	\$ 118,418.57	\$ 118,418.57	\$ 118,418.57
3	Less: Operation and maintenance expenses	\$ 60,525.54	\$ -	\$ -	\$ -	\$ -
4	Less: Taxes other than income	\$ -	\$ 10,028.59	\$ 8,112.81	\$ 6,158.64	\$ 4,164.55
5	Pre-tax operating income (loss)	\$ (7,282.52)	\$ 108,389.98	\$ 110,305.76	\$ 112,259.93	\$ 114,254.02
<i>Income Tax Calculation:</i>						
7	Pre-tax operating income (loss)	\$ (7,282.52)	\$ 108,389.98	\$ 110,305.76	\$ 112,259.93	\$ 114,254.02
8	Plus: Contributions in aid of construction					
9	Less: Tax depreciation					
10	Less: Interest expense	\$ -	\$ -	\$ -	\$ -	\$ -
11	Taxable income (loss)	\$ (7,282.52)	\$ 108,389.98	\$ 110,305.76	\$ 112,259.93	\$ 114,254.02
12	State income tax	\$ -	\$ -	\$ -	\$ -	\$ -
13	Federal income tax	\$ (45,698.77)	\$ 76,870.99	\$ 71,657.26	\$ 66,344.76	\$ 60,929.59
14	Total income taxes to be paid	\$ (45,698.77)	\$ 76,870.99	\$ 71,657.26	\$ 66,344.76	\$ 60,929.59
15	Net cash provided by (used in) operating activities	\$ 38,416.25	\$ 31,518.99	\$ 38,648.50	\$ 45,915.17	\$ 53,324.43
<i>Cash Flows from Investing Activities</i>						
16	Purchases of utility plant	\$ -	\$ -	\$ -	\$ -	\$ -
17	Plus: Cash bonds posted	\$ -	\$ -	\$ -	\$ -	\$ -
18	Less Contributions in aid of construction	\$ -	\$ -	\$ -	\$ -	\$ -
19	Less: Proceeds from disposal of utility plant	\$ -	\$ -	\$ -	\$ -	\$ -
20	Net cash used (provided) by investing activities	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Cash Flows From Financing Activities</i>						
21	Proceeds from issuing short term debt					
22	Less: Principal repayment of short term debt					
23	Plus: Proceeds from issuing long term debt					
24	Less: Principal repayment of long term debt					
25	Less: Interest payment for short and long term debt					
26	Plus: Proceeds from issuing stock					
27	Less: Dividends paid					
28	Plus: Funds provided by owner					
29	Net cash provided (used) by financing activities	\$ -	\$ -	\$ -	\$ -	\$ -
30	Net increase (decrease) in cash	\$ 38,416.25	\$ 31,518.99	\$ 38,648.50	\$ 45,915.17	\$ 53,324.43
31	Cash balance at beginning of year	\$ -	\$ 38,416.25	\$ 69,935.24	\$ 108,583.74	\$ 154,498.91
32	Cash balance at end of year	\$ 38,416.25	\$ 69,935.24	\$ 108,583.74	\$ 154,498.91	\$ 207,823.34



CWS Water & Sewer Additional Fee Schedule [2023 - 2024]

Line	Description	Unit	Customer Charge
1	Capacity Charge - Water [Carolina Village MHP]*	[per REU]	\$ 4,279.00
	Capacity Charge - Sewer [Carolina Village MHP]*	[per REU]	\$ 5,806.00
	Capacity Charge - Sewer [Eagle Creek]	[per REU]	NA
	Capacity Charge - Sewer [Fost/Flora]	[per REU]	\$ 12,550.00
	* Capacity Fee waived for first 184 connections		
2	Water Monthly Service Charges		
	<b>Base Fee</b>		
	MHP [Flat Rate]	Flat	\$ 20.94
	MHP [Metered]	0.67	\$ 20.94
	1" or smaller meter	1	\$ 31.40
	2" meter	5.3	\$ 166.42
	4" meter	16.7	\$ 524.38
	6" meter	33.3	\$ 1,045.62
	<b>Usage Charges</b>		
	No conservation	[per 1,000 gal]	\$ 7.00
	Stage 1	[per 1,000 gal]	\$ 7.70
	Stage 2	[per 1,000 gal]	\$ 8.75
	Stage 3	[per 1,000 gal]	\$ 10.50
	Sewer Monthly Service Charges		
	<b>Base Fee</b>		
	MHP [Flat Rate]	Flat	35.08
	MHP [Metered]	0.67	35.08
	1" or smaller meter	1	\$ 52.60
	2" meter	5.3	\$ 278.78
	4" meter	16.7	\$ 878.42
	6" meter	33.3	\$ 1,751.58
	<b>Usage Charges</b>		
	No conservation	[per 1,000 gal]	\$ 7.00
2	Connection Charge - Water		
	3/4"	per service	\$ 1,000.00
	1"	per service	\$ 1,750.00
	2"	per service	\$ 3,200.00
	4"	per service	Cost
	6"	per service	Cost
	>6"	per service	Cost
	Bore Fee <sup>2</sup>	per service	\$ 600.00
3	Connection Charge - Sewer <sup>1</sup>		
	2"	per service	\$ 1,000.00
	4"	per service	\$ 1,900.00
	6"	per service	Cost
	8"	per service	Cost
	>8"	per service	Cost

	Bore Fee <sup>2</sup>	per service	\$ 750.00
4	New Account Charge	per account	\$ 40.00
5	Tarriff Request Charge	per request	\$ 5.00
6	Inspection Fee	per hour	\$ 60.00
7	Service Charge <sup>3</sup> -		
	[Business Hours]	0800-1700 Hrs	\$ 50.00
	[Evening]	1700-1900 Hrs	\$ 55.00
	[Holiday/Night]	1900-0800 Hrs	\$ 175.00
8	Reconnect Fee <sup>4</sup> -		
	[next day restore]	per	\$ 35.00
	[same day restore]	per	\$ 55.00
	[after hours restore]	per	\$ 100.00
9	Finance Charge	Monthly	1%
10	Meter Fee		
	3/4x5/8	per meter	\$ 300.00
	1"		\$ 600.00
	2"		
	3"		
11	Turn on/off and Meter Reread Fee <sup>5</sup>	per reread	\$ 50.00
11	Meter Set Fee <sup>6</sup>	per meter	\$ 35.00
12	Meter Test Fee	per test	\$ 65.00
	Broken clean out [residential]	per repair	\$ 75.00
	Broken clean out [contractor/developer]	per repair	\$ 125.00
13	Tampering Fee <sup>7</sup> [Residential]	per tamper	\$ 150.00
14	Tampering Fee <sup>7</sup> [Commercial]	per tamper	\$ 500.00
15	Tampering Fee <sup>7</sup> [Hydrant]	per tamper	\$ 1,000.00
16	Backflow Annual Test Fee	per test	\$ 120.00

Notes

- 1 Includes labor & equipment, materials not included. Materials billed at cost
- 2 Only applies on roads with 2 or less lanes. Does not include traffice control.
- 3 Fee waived once every 12 months or if the cause the result of utility's service.  
Next day restore fee waived once in a 24 month period
- 4 Same day restores will be billed at next day rate if request before 10:00 am [M-F], excluding holiday.  
Holidays billed at after hours rate.
- 5 At customers request, waived if read incorrect
- 6 Does not include meter
- 7 Plus cost of damages

## Ken Raber, PE President

### Education

Villanova University, BE

### Years of Experience

34

### Expertise

Public Utilities  
Public Relations  
Business Planning  
Performance Measurement  
Leadership & Negotiations

### Affiliations/Organizations

Rural Water Association  
American Water Works Association  
Water Environment Federation

### PROFESSIONAL EXPERIENCE

Ken Raber's focus is public utilities, acquisitions, public relations, rate analysis, strategic planning, transition planning and implementation, business plans, performance measurement, leadership, and negotiations. Prior to this venture Ken was and remains president of Raber and Associates, Inc. providing consulting to a select client base including Envriolink and two other clients. Prior to joining the Envriolink team, he was with Electricities of NC, Inc. He retired as Senior Vice President in 2013 after 34 years with the company. During that time, he was responsible for power supply negotiations, wholesale and retail rate setting, marketing, communications, economic development, statewide services and lineman safety and training. In addition to the day-to-day responsibilities, he was responsible for relationships with local and statewide elected officials, member municipalities, investor-owned utility management staff, and media relations. During his tenure at Electricities he specialized in team building, negotiations, strategic and business plan development and leadership in the resolution of complex issues.

### PERTINENT WORK HISTORY

**Corporate Development [Envriolink]** - Coordinating with the Envriolink team, Department of Environmental Quality, the NC League of Municipalities, and others identified over \$1 million on new and renewal projects. Projects were managed from initial contact through town council or management approval. Coordinated and supported the transition of contracts for operations implementation.

**Mergers & Acquisitions [Meritech, James & James, Statesville Analytical, and Envirotech]** - Coordinating with the leadership of Envriolink identified six potential acquisitions. Met with potential companies to determine compatibility and opportunity for acquisition. Five of those contacts were found viable for evaluation and four of the identifies companies have been acquired by Envriolink.

**Power Supply [Electricities of North Carolina]** - Renegotiated the power supply for NC Eastern Municipal Power Agency. Project involved the establishment of a negotiating team and resource team to identify terms, conditions, and costs for the program. Lead negotiator for discussions with Progress Energy (now Duke Energy Progress). The result was a 20-year agreement with a total cost of \$4.2 Billion and a savings of over \$600 Million over the 20 years of the agreement.

**Open Access Transmission Tariff [Electricities of North Carolina]** - Negotiated the transition to an Open Access Transmission Tariff (OATT) as required by the Federal Energy Regulatory Commission (FERC) for transmission stability, reliability, and cost.

**Lineman Training Program [Electricities of North Carolina]** - Implemented a lineman training program for the electric linemen in the 70 municipal electric systems in NC. The program was certified as an Apprenticeship program by NC osha and received college credit from the NC Community College system (Edgecombe Community College).

**Emergency Assistance Program [Electricities of North Carolina]** - Established a statewide Emergency Assistance Program for the 70 municipal electric systems in NC. The program was recognized for restoring power following natural disasters faster the other suppliers.

### Primary Business Address

4700 Homewood Ct  
Raleigh, North Carolina 27609

Office: 252.235.4900

Fax: 252.820.9992

email: kraber@envriolinkinc.com

**Charles Donnell, PE**  
**Capital Projects Manager**  
*EnviroLink, Inc.*

**Education**

US Military Academy, West Point, NY BS  
 Colorado State University, MS

**Years of Experience**

33

**Expertise**

Project Management  
 Water Distribution Design  
 Wastewater Collection Design  
 Wastewater Treatment Process Optimization  
 Wastewater Treatment Design  
 Project Management

**Affiliations/Organizations**

NC, SC & VA Licensed Professional Engineer  
 Rural Water Association  
 American Water Works Association  
 Water Environment Federation  
 Society of American Military Engineers  
 American Public Works Association

**Primary Business Address**

4700 Homewood Ct  
 Raleigh, North Carolina 27609

Office: 252.235.4900

Fax: 252.820.9992

**PROFESSIONAL EXPERIENCE**

Mr. Donnell brings over 30 years of engineering in water & wastewater experience to EnviroLink. In his role as Capital Projects Manager, Mr. Donnell works with EnviroLink clients to function as an owner advocate and ensure that an owner's representative is helping to oversee capital projects within the community. Mr. Donnell has two sons and one daughter and has enjoyed coaching woman's volleyball for over 20 years.

**REPRESENTATIVE PROJECT EXPERIENCE**

**D.O.D. Fort Bragg FORSCOM** - Mr. Donnell worked to design and construct a 6 miles wastewater collection line required to serve the new FORSCOM complex on Fort Bragg, NC. In his role, Mr. Donnell was responsible for design, permitting, construction administration and coordination with the Army Corp of Engineers to ensure the successful delivery of the project on time and in budget.

**Chatham Park Water Reclamation Facility Project, North Carolina** - Mr. Donnell was responsible for overall project management of the design of the state of the art water reclamation facility for Old North State Water Company (EnviroLink's sister company). This facility will serve the wastewater needs for the Town of Pittsboro, North Carolina, which includes a new 7,000 acre master planned development.

**Briar Chapel—Farrington Village Interconnection Project, North Carolina** - Mr. Donnell was responsible for project management of the regionalization of two 0.25 MGD wastewater treatment facilities into one 1.5 MGD facility. This project was owned by Old North State Water Company (EnviroLink's sister company). The facility currently serves a population of over 10,000 and serves a community college, county schools and other commercial businesses, along with over 4,000 residential homes.

**Town of Pembroke Pretreatment, North Carolina** — Mr. Donnell is responsible for the Pretreatment Program for the Town of Pembroke, NC. In his role, he worked with a local sweet potato processing facility to secure funding from the Golden Leaf Foundation, to construct a pretreatment facility that reduced the BOD loadings from the facility and improved operation of the Town's wastewater treatment facility.

**Town of Robersonville, North Carolina** - Mr. Donnell worked with the Town's existing engineer to complete a \$3.0 million dollar upgrade to the wastewater treatment facility. Shortly after being hired, EnviroLink assessed the Town's \$10 million capital plan and through collaborating with the Town's Engineer were able to develop a Renewal & Replacement Plan that reduced the capital project from \$10 million to less than \$3 million.

**Horsecreek Farms Wastewater Rehabilitation Project, North Carolina** - Mr. Donnell worked to upgrade the existing 0.1 MGD wastewater system in order to meet regulation and operational requirements. In this role, Mr. Donnell designed the required upgrades and worked to implement the modifications. This required close coordination with regulatory officials, contractors and residents.

## Michael J Myers Secretary

### Education

MS/ Food, Agriculture and Biological Engineering/ The Ohio State University  
BS/ Food, Agriculture and Biological Engineering/ The Ohio State University

### Years of Experience

21

### Expertise

Water and Wastewater Utility Management  
Water and Wastewater Utility Engineering  
Water and Wastewater Regulation  
Water and Wastewater Rate Analysis  
Water and Wastewater Operational Optimization

### Continuing Education

Water Quality Modeling/ Manhattan College  
Water Quality Standards Institute/ US EPA  
NPDES Permit Writers Course/ US EPA  
NAWC Rate School/ NAWC, Michigan State University  
Water Utility Management/University of Florida  
Municipal Utility Finance/University of North Carolina  
Irrigation System Design/North Carolina State University  
North Carolina Pretreatment Program/ North Carolina Division of Water Quality

### Affiliations/Organizations

Tau Beta Bi (National Engineering Honor Society)  
Gamma Sigma Delta (National Agricultural Honor Society)  
Alpha Epsilon (National Agricultural Engineering Honor Society)  
Rural Water Association  
American Water Works Association  
Water Environment Federation  
North Carolina Water Operators Association  
North Carolina Wastewater Operators Association  
NC AWWA Utility Management Committee  
NC AWWA Water Resources Committee  
NC AWWA Utility Finance Committee  
Society of American Military Engineers

### Work History

NC Department of Environment & Natural Resources  
Aqua America  
American States Water

### Primary Business Address

4700 Homewood Ct  
Raleigh, North Carolina 27609

Office: 252.235.4900

Fax: 252.820.9992

email: mmyers@envirolinkinc.com

### PROFESSIONAL EXPERIENCE

Mr. Myers' has extensive experience with North Carolina regulated water companies prepared him to be an executive prior to joining NCWS.

Over the years, Mr. Myers has been involved in engineering, construction, operation and management of water and wastewater facilities ranging from a few customers to over 100,000 residents. Mr. Myers's experience also includes being directly responsible for the startup and management of the largest Water and Wastewater Department of Defense Public-Private Partnership in the United States at that time.

Mr. Myers' has extensive experience in the management of water and wastewater facilities and personnel in Ohio, North Carolina, South Carolina, Virginia, and Tennessee. He is experienced in the management of people & budgets, managing over 100 employees, annual capital budgets over \$100 million, and annual operating budgets over \$20 million. He possesses a working knowledge of numerous design processes and operational best practices including:

Procurement processes  
Development of utility construction standards  
Design and implementation of geospatial/asset management  
Rate review, analysis and design  
Federal Utility Privatization  
Conventional Water Treatment  
Advanced Wastewater Treatment  
Biological Nutrient Reduction  
Reclaimed Water System Design, Operation and Management  
Distribution System Design, Operation and Management  
Collection System Design, Operation and Management  
Quality Control  
Contract Negotiations  
Development of project specifications, including general provisions

### REPRESENTATIVE PROJECT HISTORY

**Fort Bragg Water and Sewer Rehabilitation Project, Old North Utility Services** – Utility Manager in charge of design, permitting, engineering, and construction of 147,000 lf of sewer and 490,000 lf of water distribution pipe located on Fort Bragg, North Carolina.

**Fort Bragg Water Distribution and Sewer Collection Geospatial Information System Project, Old North Utility Services** - Design a new geodatabase for the water distribution system and wastewater collection system for the Fort Bragg Army Base located in North Carolina. Project included data collection and field verification of over 300 miles of water distribution and over 300 miles of sewer collection system.

**FORSCOM Sewer Interceptor Design, Fort Bragg, North Carolina** - Project included conceptual planning, design, permitting and construction of 4 miles of 48" and 24" gravity sewer in order to transfer capacity from an existing over allocated gravity interceptor to the new interceptor in order to permit the addition of the New FORSCOM facility.

**Chapel Ridge Reclaimed Wastewater Treatment System, Aqua North Carolina** – Operations and Engineering Manager responsible for the design, permitting and construction coordination with developers on the installation of 250,000 gpd Reclaimed Wastewater Treatment System utilizing a MLE Activated Sludge Wastewater Treatment and Golf Course Spray Irrigation Disposal.

**Lake Monticello Utility Rate Case, Aqua Virginia** - Project included review of existing rate structure along with current and future capital expenditures in order to evaluate, prepare and present Aqua Virginia's Rate Increase request to the Virginia State Corporation Commission.

**Cannon's Gate Reclaimed Wastewater System, Aqua North Carolina** – Operations and Engineering Manager responsible for the design, permitting and construction coordination of a 250,000 gpd reclaimed wastewater treatment system utilizing Membrane Bioreactor Wastewater Treatment and High Rate Infiltration Pond disposal.

**Josh Powers**  
**Manager**  
**Piedmont Region**

**Education**

1997: Who's who of American High School students  
1998: Graduated South Rowan HS with North Carolina scholars  
2003 AS in Applied Sciences Business Administration  
2008 Career Readiness Gold certificate with NC

**Years of Experience**

11

**Expertise**

Water Treatment Plant Operation  
Water Treatment Plant Maintenance  
Water Treatment System Management  
Water Operational Optimization  
Carpentry  
Heavy equipment operation

**Continuing Education**

NC Grade 1 WW Collections Certificate  
NC Grade A Surface WT certificate  
NC Grade A Distribution Certification  
NC Phys/Chem 1 Certificate  
Certified Maintenance Technologist  
Class A CDL

**Affiliations/Organizations**

Rural Water Association  
American Water Works Association  
Water Environment Federation  
North Carolina Water Operators Association  
North Carolina Wastewater Operators Association  
2016-2018 AWOP award Charlotte Water Franklin Water plant  
2019-2020 AWOP award Envirolink @ the Mocksville WTP

**PROFESSIONAL EXPERIENCE**

Josh began his career in water and wastewater in 1990 working for the City of Charlotte as an operator. Through the years Josh has extensive experience in water and wastewater operation and maintenance with both physical chemical and biological processes. Josh's past experience includes water and wastewater operation for the City of Charlotte's Franklin Water Treatment Plant. Josh joined Envirolink in 2018 as an operator at the Town of Mocksville WTP and has risen up to be an area manager, bringing his operational and supervisor skills to aid in our Piedmont Region.

**REPRESENTATIVE PROJECT EXPERIENCE**

**Town of Mocksville - Plant Supervisor and ORC.** Josh supervised a crew of 3-5 operators and maintenance staff. Josh was responsible for the operation of a 2 MGD Water System, Raw water intake, booster pump stations and elevated storage. In addition, Josh's responsibilities included management of operation and capital budgets associated with the treatment system. Mr. Power's efforts led to the Water Treatment Plant receiving a (Area Wide Optimization Program (AWOP) award from the North Carolina Public Water Supply

**Town of Mocksville Filter Rehab -** Working for Envirolink, Josh was responsible working with Town engineers and overseeing the rehabilitation of the water treatment plant filters. Josh's responsibilities included maintaining client relations, supervision of contractors and operations during this project.

**Norwood Water Treatment Facility Project -** Mr. Power's oversees operation and maintenance of the 1 MGD Water Treatment Plant. In addition, Josh's responsibilities included management of operation and capital budgets associated with the treatment system. Mr. Power's efforts led to the Water Treatment Plant receiving a (Area Wide Optimization Program (AWOP) award from the North Carolina Public Water Supply

**Mocksville WWTP & Rehab Project—**Mr. Power's successfully managed the daily operation and maintenance of a 2 MGD Biological Wastewater Treatment and the upgrade of the influent pump station and aerobic digester. Mr. Power's efforts have resulted in the wastewater treatment plant going from a non-compliant to compliant with NC DEQ NPDES permit requirements.



**Norwood WWTP Project -** Mr. Powers successfully managed the daily operations and maintenance activities for the .75 MGD Wastewater Treatment System. Mr. Power's efforts turned this from a non-compliant facility to a facility that sustain compliance day in and day out.

This is a small assortment of projects Mr. Power's was been involved with over the years as a operator, supervisor or superintendent. Josh lives in Salisbury, North Carolina with his wife. Josh enjoys fishing, camping, supporting his local church and helping out around the home.

**Primary Business Address**

4700 Homewood Ct  
Raleigh, North Carolina 27609

Office: 252.235.4900

Fax: 252.820.9992

## Donald Feller Quality Manager

### Education

Perry , Ohio High School—Class of 1998  
Environmental Science/ University of North Carolina,  
Wilmington

### Years of Experience

17

### Expertise

Biological Wastewater Treatment  
Well System Operation  
Water Distribution System Operation  
Wastewater Collection System Operation  
Subsurface & Spray Irrigation System Operation

### Continuing Education

North Carolina Biological Wastewater Certification School  
Grades 1 - 4  
North Carolina Well System Operations Certification School  
Grades C & B  
North Carolina Water Distribution System Certification School  
Grades C, B & A  
North Carolina Spray Irrigation Certification School  
North Carolina Physical-Chemical Certification School  
North Carolina WW Collections Operator Certification School,  
Grade 1  
North Carolina Subsurface Operator Certification School  
Instructor—NC Biological Wastewater Certification School

### Affiliations/Organizations

Rural Water Association  
American Water Works Association  
Water Environment Federation  
North Carolina Water Operators Association  
North Carolina Wastewater Operators Association

### Primary Business Address

4700 Homewood Ct., Suite 108  
Raleigh, NC 27609

Office: 252.235.490

Fax: 252.235.2132

email: dfeller@envirolinkinc.com

### PROFESSIONAL EXPERIENCE

Mr. Feller has been with Envirolink since 2017. Mr. Feller started in operations and has served a few roles with Envirolink. After spending the first six years in operations as both an operator and manager, Mr. Feller now applies his operational knowledge to manage quality for the Company.

Over the years, Mr. Feller has been involved in engineering, construction, budgeting, operation and management of water and wastewater facilities ranging from a few customers to over 12,000 people. Mr. Feller's experience also includes being directly responsible for water and sewer operations for both municipal and investor owned water and sewer systems.

Mr. Feller has extensive experience in operation, maintenance and management of water and wastewater facilities in North Carolina and is currently working on transferring his experience to Ohio. He is an experienced manager having managed as many as 10 employees, annual capital budgets over 20MM and annual operating budgets of approximately 20MM. He possesses a working knowledge of numerous design processes and operational best practices including:

Advanced Wastewater Treatment  
Biological Nutrient Reduction  
Reclaimed Water System Design, Operation and Management  
Distribution System Design, Operation and Management  
Collection System Design, Operation and Management  
Quality Control  
Cross Connection Control  
Contract Negotiations  
Development of project specifications, including general provisions

### PERTINENT WORK HISTORY

**Majestic Oaks Wastewater System & Expansion (Envirolink)** – Manager in charge of operation & maintenance of initially a 60,000 gpd facility. During his tenure the facility was both upgraded and expanded. Mr. Feller worked with engineering to design, permitting, engineering, and construction of 250,000 gpd Wastewater Treatment Facility utilizing MBR and Infiltration Basin Technology. In addition, this facility incorporated reclaimed water concepts returning water into the community for use on lawns for irrigation water.

**Pender County School System( Envirolink)** - Manager and Operator in Responsible Charge of water & sewer facilities serving the Pender County School System. This included managing of 3 wastewater treatment facilities and 4 water systems.

**Town of Navassa (Envirolink)** - As an Envirolink employee, Mr. Feller worked as the Utility Director for the Town in charge of wastewater collection system and water distribution system operation. Mr. Feller helped oversee the construction of a 0.25 MGD expandable to 3.0 MGD wastewater treatment facility using MBR and infiltration basin technology.

**Town of Wrightsville Beach, North Carolina** – Superintendent responsible for water and sewer operation and maintenance. In addition, Mr. Feller was responsible for implementation of the Town's CIP for projects related to water and sewer.

**City of Wilmington, North Carolina**—Responsible for operation and maintenance of a 40 MGD Activated Sludge Biological Wastewater Treatment facility. Responsible for day to day operations.

**Town of Emlenton, Pennsylvania**—Responsible for operation and maintenance of surface water treatment and distribution system. Treatment plant was a conventional water filtration utilizing alum flocculation, and chlorination.

**Conneaut Lake Water Treatment Facility, Conneaut, Pennsylvania**—Responsible for operation, maintenance and management of the water treatment and distribution system. System included two (2) wells, water treatment plant, two(2) ground storage tanks and associated distribution system to serve approximately 3,000 customers.

		Notes	
		Original Cost 1985 dollars, high-rate Infiltration 2007 dollars, Life 50 years	
Line		Water	Sewer
3	Land and Right of Way	\$19,932.43	\$107,635.14 \$10000 per acre in 2016
4	Structures and Site Improvements	\$0.00	\$0.00
5	Wells	\$61,558.65	\$0.00 W1
6	Pumping equipment	\$59,797.30	\$79,554.32 S1 Sewage lift Stations
7	Treatment equipment		\$686,824.32 Plant 1985 dollars, Existing high-rate infiltration basin 2007 dollars
8	Storage tanks	\$50,053.93	\$0.00 W2
9	Mains	\$291,926.63	\$346,787.39 S2 Manholes
10	Service connections	\$79,729.73	\$132,018.07 S3
11	Meters	\$0.00	\$0.00
12	Office furniture and equipemnt	\$0.00	\$0.00
13	Other utility property in service	\$3,858.81	\$293,324.81 Engineering 1985, 2006,2010,2014,2015,2016
14	Total utility property in service	\$566,857.48	\$1,646,144.05
15	Less accumulated depreciation	\$224,438.66	\$761,550.43
16	Less accumultaed tap fees and other CIAC	\$0.00	\$0.00
17	Less custoner advances	\$0.00	\$0.00
18	Net investment in utility property	\$342,418.82	\$884,593.62
19			
20	Utility Property Not in Service		
21	Construction work in progress	\$40,000.00	\$125,000.00 Estimates of cost of Construction Current Ownership Hydrotank, Estimates of cost of Construction Current Ownership Grading, spray irrigation, EQ Basin and pond elimination
22	Property held for future use	\$0.00	\$0.00
23	Other (describe in remarks below)	\$0.00	\$0.00
		Water	Sewer
1	Residential Service (flat Rate)	\$54,600.00	\$54,600.00 Estimated RGB
2	Residential service (metered rate)	\$0.00	\$0.00
3	Nonresidential Service (flat rate)	\$0.00	\$0.00
4	Nonresidential service (metered rate)	\$0.00	\$0.00
5	Other revenues	\$0.00	\$0.00
6	Total Revenues (lines 4 thru 8)	\$54,600.00	\$54,600.00
7	Total Salarie (except owner)	\$40,000.00	\$40,000.00 Estimated RGB
8	Administrative and office expense (except salaries)	\$5,000.00	\$5,000.00 Estimated RGB
9	Mainteanace and repair expenses (except salaries)	\$20,000.00	\$50,000.00 Estimated RGB
10	Transportation expense	\$5,824.00	\$14,560.00 Estimated RGB
11	Electrical Power for pumping	\$5,225.87	\$21,774.44 Estimated RGB
12	Chemicas for treatment	\$1,825.00	Estimated RGB
13	Testing Fees	\$4,800.00	\$12,000.00 Estimated RGB
14	Permit Fees	\$0.00	\$0.00
15	Purchased water/sewer treatment	\$0.00	\$0.00
16	Annual depreciatiion	\$11,337.15	\$32,922.88 Estimated RGB
17	Taxes: State income taxes	\$0.00	\$0.00
18	Federal Income taxes	\$0.00	\$0.00
19	Gross receipts or franchise tax)	\$0.00	\$0.00
20	Property taxes	\$0.00	\$0.00
21	Payroll taxes	\$3,060.00	\$3,060.00 Estimated RGB
22	Other taxes	\$0.00	\$0.00
23	Interest on debt during year	\$0.00	\$0.00
24	Other expenses	\$0.00	\$0.00
25	Net income	-\$42,472.02	-\$124,717.32 Estimated RGB



**Narrative Explanation of Assumptions for Exhibit 13**

Line No.	Operating Expenses	Water Assumptions	Sewer Assumptions
2	Salaries and wages - Bonus	<p>The salary and wages for Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 was \$8,679.69. The total labor charge was split between water and sewer equally. (See Below)</p>	<p>The salary and wages for Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 was \$8,679.69. The total labor charge was split between water and sewer equally. (See Below)</p>
4	Maintenance& Repair	<p>The maintenance and repair cost for Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 was \$1,338.04. (See Below)</p>	<p>The maintenance and repair cost for Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 was \$1,607.90 (See below)</p>
5	Sludge	N/A	<p>The sludge disposal cost for Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 was \$8,720.00 (See below)</p>
6	Electricity	<p>The purchased power cost for Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 totaled \$7,929.88 with purchase power for the water system equalling \$3,122.58. (See Below)</p>	<p>The purchased power cost for Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 totaled \$7,929.88 with purchase power for the sewer system equalling \$4,807.30. (See Below)</p>
10	Chemicals	<p>The chemical cost for Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 totaled \$4,283.75 with purchase power for the water system equalling \$3,308.75. (See Below)</p>	<p>The chemical cost for Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 totaled \$4,283.75 with purchase power for the sewer system equalling \$975.00. (See Below)</p>
14	Contractual Services - Management	<p>ORC services are provided by Albemarle Enviromental with a total cost over the 12 period beginning July 1, 2022 through June 30, 2023 was \$28,275. The ORC service cost were split between water and sewer equally. (See Below)</p>	<p>ORC services are provided by Albemarle Enviromental with a total cost over the 12 period beginning July 1, 2022 through June 30, 2023 was \$28,275. The ORC service cost were split between water and sewer equally. (See Below)</p>
15	Contractual Services - Lab Testing	<p>The cost for laboratory services for Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 totaled \$12,460 with lab cost for the water system equalling \$2,825.00. (See Below)</p>	<p>The cost for laboratory services for Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 totaled \$12,460. with lab cost for the sewer system equalling \$9,635.00. (See Below)</p>

16	Contractual Services - Billing	<p>Carolina Village is not currently being billed for water and sewer services, therefore, current operational cost do not reflect the additional cost for billing. Billing and customer service cost are estimated at \$4.25 per account with an estimated customer count of 124. The total cost for billing was split equally between water and sewer, since it is anticipated that bills for water and sewer will both be shown on the same bill.</p>	<p>Carolina Village is not currently being billed for water and sewer services, therefore, current operational cost do not reflect the additional cost for billing. Billing and customer service cost are estimated at \$4.25 per account with an estimated customer count of 124. The total cost for billing was split equally between water and sewer, since it is anticipated that bills for water and sewer will both be shown on the same bill.</p>
17	Supplies	<p>The cost for supplies at Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 totaled \$3,345.64 with purchase power for the water system equalling \$1,291.60 (See Below)</p>	<p>The cost of supplies at Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 totaled \$3,345.64 with purchase power for the sewer system equalling \$2,054.04. (See Below)</p>
23 24	Other Misc. Expense Permits	<p>Annual fee for water permit is \$270</p>	<p>Misc cost for the period of July 1, 2022 through June 30, 2023 included Notice of Violation and a civil penalty of \$1,100</p>
26	Corporate Overhead	<p>The portion of corporate OH allocated to Carolina Village is 1.04% (\$13,737.75) with \$5,133.24 allocated to water.</p>	<p>The portion of corporate OH allocated to Carolina Village is 1.04% (\$13,737.75) with \$8,599.50 allocated to sewer.</p>
29	Depreciation expenses		
30	Amoritzation of CIAC	<p>\$342,419 of CIAC for water amortized over 50 years.</p>	<p>\$884,594 of CIAC for sewer amortized over 50 years.</p>
35	Return on Rate Base	<p>The return on rate base is calculated based on a original cost of \$566,857 less accumulated depreciation of \$224,438, assuming a 50 year life (2% annual depreciation). Using 19.75 years of depreciation (20 years at the end of 2023), the remaining portion has been treated as CIAC in order to begin with a rate base of \$0. The planned improvements to the water system are budgeted at \$258,470 plus a working capital allowance of \$4,325.00 (1/9 of \$38,929) bring the rate base to \$262,795.45</p>	<p>The return on rate base is calculated based on a original cost of \$1,646,144 less accumulated depreciation of \$761,550, assuming a 50 year life (2% annual depreciation). Using 19.75 years of depreciation (20 years at the end of 2023), the remaining portion has been treated as CIAC in order to begin with a rate base of \$0. The planned improvements to the water system are budgeted at \$606,269 plus a working capital allowance of \$6,570.9.00 (1/9 of \$59,139) bring the rate base to \$612,839.54</p>
38	Regulatory Fee	<p>Regulatory Fee is calculated as 0.175% of COS (\$62,777)</p>	<p>Regulatory Fee is calculated as 0.175% of COS (\$65,069)</p>

Source Journal (Multiple Items)

Sum of Net Line No	Account Description	System Both	Labor	Sewer	Water	Grand Total
2	FUTA - Fed Unemply:Outer Bnks-Main			(2.74)		(2.74)
	Medicare - Employee:Outer Bnks-Cr Village-Main			(120.55)		(120.55)
	Overtime:Outer Bnks-Cr Village-Main			(2,638.57)		(2,638.57)
	Salary and Wages:Outer Bnks-Cr Village-Main			(5,381.57)		(5,381.57)
	Soc Sec Employee:Outer Bnks-EnviroLink-Main			(515.36)		(515.36)
	SUTA:Outer Bnks-EnviroLink-Main			(20.90)		(20.90)
<b>2 Total</b>				<b>(8,679.69)</b>		<b>(8,679.69)</b>
4	Reimb Parts/Supplies:Outer Bnks-Cr Village-Main				(1,338.04)	(1,338.04)
	Truck Maint/Repair:Coastal-Cr Village-Main			(1,607.90)		(1,607.90)
<b>4 Total</b>				<b>(1,607.90)</b>	<b>(1,338.04)</b>	<b>(2,945.94)</b>
6	Electric:Coastal-Cr Village-Main			(4,153.30)		(2,846.59)
	Reimbursable Misc Fees:Coastal-Cr Village-Main			(605.73)	(275.99)	(881.72)
	Reimbursable Misc Fees:Outer Bnks-Cr Village-Main			(48.27)		(48.27)
<b>6 Total</b>				<b>(4,807.30)</b>	<b>(3,122.58)</b>	<b>(7,929.88)</b>
5	Reimb Subcontractor:Coastal-Cr Village-Main - Disp			(8,720.00)		(8,720.00)
<b>5 Total</b>				<b>(8,720.00)</b>		<b>(8,720.00)</b>
10	Reimb Chemicals:Outer Bnks-Cr Village-Main				(1,022.75)	(1,022.75)
	Reimb Chemicals:Triangle-Car.Villag-Main				(2,286.00)	(2,286.00)
	Reimb Subcontractor:Coastal-Cr Village-Main - Disp			(975.00)		(975.00)
<b>10 Total</b>				<b>(975.00)</b>	<b>(3,308.75)</b>	<b>(4,283.75)</b>
14	Contract Exp-Subs:Coastal-Cr Village-Main	(28,275.00)				(28,275.00)
<b>14 Total</b>		<b>(28,275.00)</b>				<b>(28,275.00)</b>
15	Lab Analysis:Coastal-Cr Village-Main			(2,355.00)	(1,330.00)	(3,685.00)
	Lab Analysis:Sandhills-Cr Village-Main			(815.00)	(105.00)	(920.00)
	Reimb Lab Services:Coastal-Cr Village-Main			(6,465.00)	(1,390.00)	(7,855.00)
<b>15 Total</b>				<b>(9,635.00)</b>	<b>(2,825.00)</b>	<b>(12,460.00)</b>
17	Cleaning/Lawn Maint:Coastal-Cr Village-Main			(10.63)		(10.63)
	Office Supplies:Outer Bnks-Cr Village-Main			(37.92)		(37.92)
	Reimb Parts/Supplies:Outer Bnks-Cr Village-Main			(73.64)	(1,447.83)	(1,521.47)
	ReimblstWatSewParts:Coastal-Cr Village-Main			(79.00)		(79.00)
	Supplies:Coastal-Cr Village-Main			(52.78)		(52.78)
	Supplies:Outer Bnks-Cr Village-Main			(1,800.07)	177.56	(1,622.51)
	Truck Maint/Repair:Coastal-Cr Village-Main				(21.33)	(21.33)
<b>17 Total</b>				<b>(2,054.04)</b>	<b>(1,291.60)</b>	<b>(3,345.64)</b>
20	Workers Comp Ins Expense:Outer Bnks-Cr Village-Mai			(143.70)		(143.70)
<b>20 Total</b>				<b>(143.70)</b>		<b>(143.70)</b>
23	Violations:Coastal-Cr Village-Main			(1,100.00)		(1,100.00)
<b>23 Total</b>				<b>(1,100.00)</b>		<b>(1,100.00)</b>
Deprec	Reimb Parts/Supplies:Outer Bnks-Cr Village-Main			(11,085.99)		(11,085.99)
<b>Deprec Total</b>				<b>(11,085.99)</b>		<b>(11,085.99)</b>
<b>Grand Total</b>		<b>(28,275.00)</b>		<b>(8,823.39)</b>	<b>(39,985.23)</b>	<b>(11,885.97)</b>
						<b>(88,969.59)</b>

**AMENDED AND RESTATED  
ASSET PURCHASE AND UTILITY CONSTRUCTION AND MAINTENANCE AGREEMENT**

**BY AND BETWEEN**

**Equity First NC, LLC and CV-WWT, LLC  
(Sellers)**

**and**

**Currituck Water and Sewer, LLC  
(Buyer)**

**THIS ASSET PURCHASE AND UTILITY CONSTRUCTION AND MAINTENANCE AGREEMENT** (“Agreement”) is entered into as of the 7th day of February, 2022 (the “Effective Date”), by and between **Equity First NC, LLC**, a North Carolina limited liability company (“EFNC”), **CV-WWT, LLC**, a North Carolina limited liability company (“CV-WWT”), and **Currituck Water and Sewer, LLC** a North Carolina limited liability company (“CWS” or “Buyer”) (individually referred to as a “Party” and collectively referred to as the “Parties”). (EFNC and CV-WWT are collectively referred to as the “Sellers” in this Agreement.)

**W I T N E S S E T H:**

*(capitalized terms are defined in Article I and elsewhere in this Agreement)*

WHEREAS, Seller and Buyer have entered into an Asset Purchase and Utility Construction and Maintenance Agreement, on October 21, 2019 and amended said agreement on August, 2020.

WHEREAS, EFNC is the owner of certain real property located in Currituck County, North Carolina and described on **Exhibit A** attached hereto and made a part hereof (the “EFNC Property”); and

WHEREAS, CV-WWT is the owner of the Water Utility System Assets, as are more fully described in **Exhibit B** attached hereto and made a part hereof, and the Wastewater Utility System Assets, as are more fully described in **Exhibit C** attached hereto and made a part hereof; and

WHEREAS, Carolina Village NC (“CVNC”) is a mobile home community and currently has approximately 419 existing mobile homes sites located in Moyock, North Carolina; and

WHEREAS, the owner intends to replace and relocate mobile homes currently located within the community to sites generally depicted on **Exhibit D** (the “Upgraded CVNC MHC Community”). In addition, the owner of CVNC intends to upgrade the entrance, streets and facilities within the Upgraded CVNC MHC Community, producing approximately 184 mobile homes with upgraded community and facilities; and

WHEREAS, CWS is engaged in the business of owning and operating water and wastewater systems in the State of North Carolina and holds or shall apply for and diligently pursue all necessary permits, licenses, and approvals to own and operate such systems and provide such services; and

WHEREAS, within thirty days of executing this agreement, EFNC agrees to convey to CWS, by special warranty deed, to the Buyer, its successors and assigns, Tract 2A, Tract 2B and East Tract (as described in Exhibit A) so that CWS may design, permit and upgrade the wastewater treatment facility, which will be capable of providing wastewater treatment service to the approximately 184 mobile homes in the Upgraded CVNC MHC Community; and

WHEREAS, within thirty days of executing this agreement, EFNC agrees to grant or cause to be granted the System Easements to CWS in existing well sites and two future well sites as identified on a plat recorded in Deed Book 1256 page 684, Deed Book 1256 page 687 and Deed Book 1267 page 222 in the Currituck County Registry, and CWS agrees to take ownership of the Water Utility and Wastewater Utility Systems, such that CWS can upgrade the Water Utility System to serve the approximately 184 mobile homes in the Upgraded CVNC MHC Community; and

WHEREAS, EFNC has represented and CWS agrees and accepts that the existing water distribution system within the existing CVNC, including the Upgraded CVNC MHC Community is sufficient to serve approximately 184 manufactured homes. For the avoidance of doubt, no upgrades are contemplated for the existing water distribution system. CWS agrees that meters are not currently installed and agrees to install meters at CWS's sole cost; and

WHEREAS, upon approval from the NCUC and transfer of said assets, CWS agrees to continue to provide water service and wastewater/sewer service to CVNC as it currently exists and to the Upgraded CVNC MHC Community containing approximately 184 manufactured homes and to provide water service to the Age Restricted MHC Community containing approximately 250 manufactured homes; and

WHEREAS, CWS has agreed to provide bulk water and wastewater services to CVNC until approval by the NCUC; and

WHEREAS, CWS agrees to design, permit, and construct the Wastewater Treatment Facility, which is a upgraded wastewater treatment facility utilizing high rate infiltration basins on Tract 2B to be conveyed to CWS and use the existing wastewater treatment facility for additional aeration and anoxic tankage; and

WHEREAS, CWS agrees to own, operate and upgrade the Water Utility System as contemplated herein, all in accordance with this Agreement, to provide water service to CVNC and the approximately 184 mobile homes in the Upgraded CVNC MHC Community; and

WHEREAS, CWS agrees to own and operate the Wastewater Utility System, all in accordance with this Agreement, to provide wastewater service to CVNC and the approximately 184 mobile homes in the Upgraded CVNC MHC Community, and subject to all governmental approvals and upon upgrade of the Wastewater Treatment Facility and repurposing of the existing

Wastewater Utility System, to provide wastewater service to the communities referenced herein; and

WHEREAS, CV-WWT agrees to transfer by Bill of Sale (without warranty) and CWS agrees to take ownership of the Wastewater Utility System, such that CWS can upgrade the collection system sufficient to serve CVNC and subsequently the approximately 184 mobile homes in the Upgraded CVNC MHC Community; and

WHEREAS, CV-WWT has represented and CWS agrees and accepts that the existing sewer collection system within the existing CVNC, including the Upgraded CVNC MHNC Community is sufficient to serve approximately 184 manufactured homes; and

WHEREAS, the owner of Carolina Village MHP intends to sell the mobile home community and the new owner plans related to the expansion and development of additional property has significantly changed the requirements for water and sewer, and

WHEREAS, as a result of these changes, the parties desire to amend and replace the terms of the Agreements and any amendments, and

WHEREAS, the foregoing recitals are incorporated herein by this reference as a substantive part of this Agreement.

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

**ARTICLE I**  
**Definitions**

- 1.1 *“Agreement”* shall mean this Amended and Restated Asset Purchase and Utility Construction and Maintenance Agreement, including all exhibits and schedules attached hereto, and amendments thereto.
- 1.2 *“Bulk Service Agreement”* shall mean the Agreement between the parties detailing the provision of providing bulk water and wastewater utility services to CVNC until issuance of a Certificate by the NCUC.
- 1.3 *“Carolina Village of NC” or “Carolina Village MHP, LP” (CVNC)* shall mean the existing mobile home community, as shown on **Exhibit G**, consisting of approximately 419 mobile home sites and being located in Moyock, North Carolina. Upon completion of the redevelopment, which shall in all events be subject to obtainment of all required third-party approvals, including without limitation the approval of any municipal or county authorities, CVNC shall be subdivided and redeveloped as the Upgraded CVNC MHC Community.

- 1.4 “*Certificate*” or “*CPCN*” shall mean a Certificate of Public Convenience and Necessity for water and wastewater utility service issued by the North Carolina Utilities Commission, as may be amended from time to time.
- 1.5 “*Certificate Extension*” shall mean an extension to the Certificate, if applicable.
- 1.6 “*Closing*” is defined in Article VIII hereof.
- 1.7 “*Closing Date*” shall mean the date of the Closing or Closings.
- 1.8 “*Collection System Permits*” shall mean, collectively, those permits issued by the North Carolina Division of Water Resources of the Department of Environmental Quality for the construction and operation of the Wastewater Collection System, including all modifications thereto.
- 1.9 “*Commission*” or “*NCUC*” shall mean the North Carolina Utilities Commission.
- 1.10 “*County*” shall mean Currituck County, North Carolina.
- 1.11 “*CVNC Related Facilities*” shall mean the facilities related to the ownership and operation of CVNC including Carolina Village NC clubhouse, Carolina Village NC maintenance buildings for the adjacent mobile home development and the common areas for the adjacent Carolina Village NC mobile home development, and those facilities identified in Section 4.2(a) through (e) of this Agreement.
- 1.12 “*CV-WWT WWTP*” shall mean the existing 0.04 MGD wastewater treatment facility as described in Exhibit C.
- 1.13 “*Upgraded CV-WWT WWTP*” or “*Upgraded WWTP*” shall mean the wastewater treatment facility to be designed, permitted and constructed by CWS on the Wastewater Treatment Plant and Pond Site to replace the existing Wastewater Treatment Plant and to serve the properties described herein.
- 1.14 “*Deeded Property*” shall mean the Tract 2A, Tract 2B and East Tract (Exhibit A), and easements that will be conveyed to CWS, in accordance with the Bulk Service Agreement.
- 1.15 “*DWR*” shall mean the Division of Water Resources of the North Carolina Department of Environmental Quality.
- 1.16 “*DEQ*” shall mean the North Carolina Department of Environmental Quality.

- 1.17 “*Effluent*” shall mean the wastewater that has been treated to the point that it meets the quality standards required by the North Carolina Department of Environmental Quality.
- 1.18 “*EFNC Property*” shall mean the Tract 2A, Tract 2B and East Tract (Exhibit A), and easements that will be conveyed to CWS, in accordance with the Bulk Service Agreement. and described in Exhibit A.
- 1.19 “*Governmental Authority*” shall mean each and every applicable authority, department, agency, bureau, or other entity or instrumentality having jurisdiction over the Water Utility System and the Wastewater Utility System, including the federal government of the United States, the State of North Carolina, and all other applicable governmental authorities and subdivisions thereof, and the NCUC.
- 1.20 “*GPD*” shall mean gallons per day.
- 1.21 “*Infiltration Basins*” shall mean the infiltration basins located on the Tract 2A.
- 1.22 “*Maintenance Agreement*” shall mean the Utility Service and Maintenance Agreement dated November 3, 2015, and recorded November 5, 2015, in Deed Book 1345, Page 850, Currituck County Registry.
- 1.23 “*Management Agreement*” shall mean the management agreement between Sellers or their affiliates and Envirolink, Inc., and/or its affiliates (“*Envirolink*”), under which Envirolink agreed to manage the current Water Utility System and Wastewater Utility System and dated on or about the date of this Agreement.
- 1.24 “*Non-Discharge Permit*” shall mean the expanded from 0.04 million gallon per day to 0.6 million gallon per day permit for the construction and operation of both the existing Wastewater Treatment Plant issued by DWR as Permit No. WQ0004696, including all modifications thereto.
- 1.25 “*Permit*” or “*Permits*” shall mean the Collection System Permit, the Non-Discharge Permit, and the Water Utility System Permit, as the context requires.
- 1.26 “*Pond Site*” shall mean the portion of the approximately 99.05 acre tract bearing PIN 0002000043B0000 and/or the approximately 22.5 acre tract bearing 000200000500000 that will conveyed to CWS in accordance with the Bulk Service Agreement.
- 1.27 “*Reclaimed Effluent*” shall mean the wastewater that has been treated to the point that it meets the quality standards required by DEQ for disposal into the Infiltration Basins. -



1.28 “Residential Equivalent Unit” or “REU” shall mean a unit of wastewater treatment capacity equal to the presumed average daily wastewater flow of a single-family unit in the Development (360 GPD). For purposes of this Agreement, the number of REUs represented by a non-residential user shall be determined as follows:

- a. For a single-family unit with less than 5 bedrooms, if there is no water or wastewater meter for the non-residential facility then the number of REUs shall be “1”; or
- b. For a single-family unit with 5 or more bedrooms, if there is no water or wastewater meter for the non-residential facility, by dividing the design flow of the facility in question, based on 120 GPD per bedroom, (in GPD) by 250 GPD; or
- c. For a single Manufactured or Mobile Home unit, regardless if there is a water or wastewater meter for the facility, then the number of REUs shall be 0.67 REUs; or
- d. If there is a water and/or a wastewater meter for the non-residential facility, in accordance with the following chart:

Meter Size	REU
Less than 1”	1
1”	2.5
1.5”	5.0
2”	8.0
3”	15.0
4”	25.0
6”	50.0

1.29 “Special Order by Consent” or “SOC” shall mean the Special Order by Consent that is attached hereto as **Exhibit H**.

1.30 “Sprayfields” shall mean the sprayfields for treatment and disposal facilities, consisting of the temporary sprayfield currently existing on the EFNC Property and any additional sprayfields that have not been constructed, and all appurtenant equipment, in which the reused Effluent is disposed after treatment at the Wastewater Treatment Plant, as described in **Exhibit I**.

1.31 “System Easements” shall mean collectively the easements to be conveyed to CWS within thirty days for two existing well sites and two future well sites and the wastewater lift station sites as identified on a [plat recorded in Deed Book 1677, page 571 and Deed Book 1677 page 567 in the Currituck County Registry, subject to required third-party approvals].

- 1.32 “*Termination Agreement*” shall mean that certain Termination and Mutual Release Agreement by and between Sellers, CVNC, and Old North State Water Company, LLC, a North Carolina limited liability company (“*ONSWC*”).
- 1.33 “*Wastewater Assets*” shall mean the tangible and intangible personal property related to the Wastewater Utility System, including the Wastewater Treatment Plant, Infiltration Basins, the Wastewater Collection System, pump stations, storage ponds and additional assets that comprise the Wastewater Utility System and are related to the provision of wastewater utility service, as more fully described in Exhibit C.
- 1.34 “*Wastewater Collection System*” shall mean the Wastewater Service Lines, gravity collection lines, force mains, pump stations, and all appurtenant equipment both constructed and not yet constructed that transmit the wastewater from the customers on the CVNC and EFNC Property to the Wastewater Treatment Plant.
- 1.35 “*Wastewater Service Line*” shall mean that portion of the individual household wastewater line that CWS will own and maintain. For any case where a cleanout does exist, the Wastewater Service Line shall mean that portion of the individual household wastewater line that extends from CWS’s main to the cleanout and which CWS will own and maintain. In the case where a cleanout does not exist, CVNC shall maintain the portion of the line extends from the individual household wastewater line to the main.
- 1.36 “*Wastewater Treatment Plant*” or “*WWTP*” shall mean the 0.04 Million GPD wastewater treatment and disposal facilities, as described in Exhibit C and Exhibit E. As set forth herein the WWTP will be upgraded to an 0.6 MGD Upgraded WWTP.
- 1.37 “*Wastewater Treatment Plant Site*” shall mean Tract 2A described in Exhibit E where the Wastewater Treatment Plant and existing Infiltration Basins are located.
- 1.38 “*Wastewater Utility System*” shall mean Deeded Property, the System Easements, the Wastewater Treatment Plant, the Wastewater Collection System, the Infiltration Basins, all pump stations, the Wastewater Assets, buildings, parts, equipment, additional components of the wastewater system that have not already been constructed and installed, and other facilities used in the collection, treatment, holding and disposal of the wastewater, and any additional components of the wastewater utility system necessary to provide service, as described in Exhibit C.
- 1.39 “*Water Assets*” shall mean the water system equipment, System Easements, if any, tangible personal property related to the Water Utility System, and intangible personal property, including the groundwater wells and distribution system including treatment

systems, mains, storage tanks, and additional assets that comprise the Water Utility System and are related to the provision of water utility service, as more fully described in **Exhibit B**.

- 1.40 “*Water Service Line*” shall mean the portion of the individual household water line for which CWS will assume maintenance responsibility. The Water Service Line shall meet minimum standards under applicable law, code, rule, law, and regulations and include only that portion of the individual household water line from the house to CWS’s water source main at or near the above ground water storage tank. CWS shall, as soon as reasonably practical after approval of CWS’s rates set forth herein by the Utilities Commission, install all water meters to all homes in CVNC. If there is no house on the relevant CVNC lot, when a home is later brought in or constructed, CWS will promptly install a water meter.
- 1.41 “*Water Utility System*” shall mean all Water Assets, including interconnection to the existing distribution system or trunk water mains, all other equipment necessary and proper to serve all connections relating to that Water Utility System Phase and any additional components that are necessary to be constructed to provide water service.
- 1.42 “*Water Utility System Permit*” shall mean the permit to operate the Water Utility System issued by DEQ and identified as PSW ID# NC04-27-103, including all modifications thereto.
- 1.43 “*Water Utility System Phase*” shall mean any discrete phase of construction of the Water Utility System, including any modifications to the Water Utility.

## ARTICLE II

### Representations and Covenants by the Sellers

#### **THE SELLERS REPRESENT, WARRANT and COVENANT THAT ON THE DATE HEREOF (except as otherwise noted) AND AS OF THE CLOSING:**

2.1. Organization: Good Standing. EFNC and CV-WWT are limited liability companies, validly existing and in good standing under the laws of the State of North Carolina, and they are authorized to do business in the State of North Carolina.

2.2. Title to Properties. EFNC is the legal owner of and has fee simple marketable title to the Deeded Property being purchased by CWS in this Agreement, and CV-WWT is the legal owner of and has fee simple marketable title to in the Water Utility System Assets and the Wastewater Utility System Assets being purchased by CWS in this Agreement.

2.3. Power and Authority Relative to Agreement. The Sellers have full internal company power and authority (i) to execute and deliver this Agreement, (ii) to perform their obligations hereunder, and (iii) to consummate the transactions contemplated hereby. The execution and delivery by the Sellers of this Agreement, and the performance by the Sellers of their obligations hereunder, have been duly and validly authorized by its members and/or managers, and no other action on the part of the Sellers' members or managers is necessary in furtherance thereof.

2.4. No Actions at Law or Suits in Equity. Other than those described herein and or provide as an exhibit to this Agreement (including without limitation the SOC), (i) there are no pending or, to the Sellers' knowledge, without investigation or inquiry, threatened actions at law or suits in equity relating to the Water Assets, and (ii) there are no pending or, to Sellers' knowledge, without investigation or inquiry, threatened proceedings before any governmental agency with respect to the Wastewater Assets. There are no actions or proceedings pending or, to Sellers' knowledge, without investigation or inquiry, threatened against the Sellers that would prohibit or make illegal the consummation of the transactions contemplated by this Agreement.

2.5. Effect of Agreement. Except as provided in and subject to the terms and conditions of the Maintenance Agreement, (i) the execution and delivery by the Sellers of this Agreement does not, and (ii) the performance by Sellers of its obligations under this Agreement and the consummation of the transactions contemplated hereby, shall, to Sellers' knowledge, not:

a. Conflict with or result in a violation or breach of any of the terms, conditions or provisions of Sellers' articles of organization, operating agreements, or other governing documents;

b. Result in a default, penalty, or any adjustment in required payments (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, deed of trust, indenture, license, agreement, lease or other instrument or obligation to which Sellers are bound, except for such defaults, penalties or adjustments (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained; or

c. Conflict with or result in a violation or breach of any term or provision of any law applicable to Sellers or any of its affiliates or any of their respective assets and properties.

2.6. Contractual Obligations. Other than this Agreement, the Bulk Services Agreement, the Maintenance Agreement, the Management Agreement, the Termination Agreement, the Non-Discharge Permit, and the SOC, there are no restrictions, covenants, contracts or obligations of any nature between Sellers and any other party relating to the Water Assets and Wastewater Assets which govern the use of portion(s) of EFNC Property for the construction or operation of the Water Utility Systems and the Wastewater Utility System or additional components of the Water Utility System and the Wastewater Utility System.

2.7. Location of Properties. To the best of the Sellers' knowledge, the Wastewater Utility System and Water Utility System are located on the Deeded Property being conveyed to

CWS by special warranty deed or in the System Easements, which shall be granted hereunder to CWS.

2.8. Permits . From and after the date of this Agreement, except as otherwise may be disclosed on Schedule 1, Seller has and will maintain all required permits from DWR to operate the Wastewater Utility System and Water Utility System.

2.9. ]

2.10. Taxes. To the Sellers' knowledge, without investigation or inquiry, except for outstanding property taxes which will be prorated at Closing for the year of closing, there are no real estate taxes, taxes imposed by special assessment or assessments by any Governmental Authority for the Water Utility System and the Wastewater Utility System that are unpaid. Sellers have no knowledge of any governmental special assessments, either pending or confirmed, against the Water Assets or Wastewater Assets.

2.11. . Sellers represent and warrant that as of the Closing Date the Water Assets and the Wastewater Assets shall be delivered to CWS free and clear of any and all liabilities, liens, and encumbrances, other than the SOC. Sellers acknowledge and agree that under no circumstance shall CWS be obligated or liable for any loans or liabilities made by any creditor to EFNC or CV-WWT. Notwithstanding any of the foregoing representations, CWS hereby acknowledges that the Water Assets and Wastewater Assets are subject to the SOC.

2.12. . No representation or warranty by Sellers in this Agreement, or any statement or certificate furnished or to be furnished to CWS pursuant hereto or in connection with the transactions contemplated herein, contains or will contain any untrue statement of a material fact or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

### ARTICLE III Representations and Covenants by CWS

#### **CWS REPRESENTS, WARRANTS and COVENANTS THAT ON THE DATE HEREOF AND AS OF THE CLOSING:**

3.1. . CWS is a North Carolina limited liability company in existence under the laws of the State of North Carolina and has full power and authority to conduct its business as it is now being conducted and to own, operate, and manage its assets and properties.

3.2. Power and Authority Relative to Agreement. CWS has full corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by CWS of this Agreement, and the performance by CWS of its obligations hereunder, have been duly and validly authorized by its board of directors, and no other action on the part of CWS is necessary in furtherance thereof.

3.3. No Actions or Proceedings. There are no actions or proceedings pending or, to CWS's knowledge, threatened against CWS or any of its assets and properties that would result in the issuance of an order restraining, enjoining; that would prohibit or make illegal the consummation of the transactions contemplated by this Agreement; that would prohibit CWS from operating the Water Utility Systems and the Wastewater Utility System; or that would otherwise have an adverse effect whatsoever on the Water Utility Systems and the Wastewater Utility System.

3.4. Effect of Agreement. The execution and delivery by CWS of this Agreement does not, and the performance by CWS of its obligations under this Agreement and the consummation of the transactions contemplated hereby shall not:

a. Conflict with or result in a violation or breach of any of the terms, conditions or provisions of CWS's articles of incorporation, bylaws, or other corporate governance documents;

b. Result in a default, penalty, or any adjustment in required payments (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, deed of trust, indenture, license, agreement, lease or other instrument or obligation to which CWS or any of its affiliates is a party or by which any of their respective assets and properties may be bound, except for such defaults, penalties or adjustments (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained; or

c. Conflict with or result in a violation or breach of any term or provision of any law applicable to CWS or any of its affiliates or any of their respective assets and properties.

3.5. Experience; Licenses; Ability to Operate. CWS's management team is experienced in the ownership, operation and maintenance of water utility systems and wastewater utility systems. CWS has, or will obtain and diligently pursue, all licenses, permits, certifications, and all other consents and approvals from all applicable Governmental Authorities to perform each and every obligation hereunder and to fully operate the Water Utility System and the Wastewater Utility System. Seller shall use commercially reasonable efforts to require CVNC to apply for approval to invoice each tenant under NCUC's water resellers regulations as soon as practical after execution of this Agreement. After approval by NCUC, CWS will operate the Water Utility System and Wastewater Utility System to provide service as provided in this Agreement.

3.6. Accuracy of Representations and Warranties. No representation or warranty by CWS in this Agreement, or any statement or certificate furnished or to be furnished to CWS pursuant hereto or in connection with the transactions contemplated herein, contains or will contain any untrue statement of a material factor or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

#### ARTICLE IV

**Purchase Price and Covenants and Obligations in Consideration of Purchase Price**

4.1. . The purchase price for the Deeded Property and the System Easements, Water Utility System and Wastewater Utility System (collectively the “Purchase Price”) shall be \$175,000. The Parties hereby acknowledge and agree that the Purchase Price, and the other payment and consideration described in this Article IV, constitute sufficient, good and valuable consideration for the Water Assets, the Wastewater Assets, the Deeded Property, and the System Easements granted hereunder and the Parties’ respective obligations.

4.2. . CWS shall not charge a capacity fee up to 184 mobile home units. Notwithstanding the foregoing, CWS shall upon approval by the NCUC be permitted to charge capacity fees for each mobile home unit greater than 184. Notwithstanding the foregoing or anything else to the contrary contained herein, CWS will not charge any capacity or connection fees whatsoever with respect to the following:

- a. The existing offices in the adjacent CVNC mobile home park, including in the Upgraded CVNC MHC Community;
- b. The existing mobile home park maintenance buildings for CVNC, including in the Upgraded CVNC MHC Community;
- c. [intentionally omitted];
- d. Any common area needs for water or wastewater utility service of the CVNC mobile home park, including in the Upgraded CVNC Community, including, without limitation, pools, clubhouses, and similar amenities and facilities; and
- e. Above the limits set forth in this Agreement, including without limitation as provided in Section 4.5.

4.3. . CWS will request authorization from the NCUC to charge the following rates:

	Water	Sewer
Monthly Minimum Charge (per REU)	\$ 31.40	\$ 35.00
Cost per 1,000 Gallon Usage	\$ 6.90	\$ 7.00
Flat Rate per REU (Not Metered)	\$ 40.00	\$ 52.60

Notwithstanding the foregoing or anything in this Agreement to the contrary, CWS will not request rate increases more frequently that one time per year.

Unless and until authorized by the NCUC, in accordance with the Bulk Services Agreement, CWS shall charge CVNC a bulk service rate for water and wastewater utility services consistent with the following:

Water	Sewer
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Monthly Minimum Charge (per REU)	\$ 31.40	\$ 35.00
Cost per 1,000 Gallon Usage	\$ 6.90	\$ 7.00
<u>Flat Rate per REU (Not Metered)</u>	<u>\$ 40.00</u>	<u>\$ 52.60</u>

Each month CWS will count the number of units being served by its water and wastewater system and will multiply the rates above by the number of units in order to determine the build charges for water and sewer services.

4.4. CWS Obligations. CWS will as soon as reasonably practical obtain all permits to place the Water Utility System into the name of CWS so that CWS is the owner/operator of such systems and such that Sellers and their affiliates are relieved of any obligations under any existing water and wastewater permits. Except as expressly set forth herein, CWS is responsible, at its sole cost and expense, to prepare, construct, install, and provide the capital improvements, maintenance, repairs, installations, replacements, system upgrades, system repairs, component upgrades, component repairs, equipment upgrades and repairs, and any and all work required with respect to the Water Utility System and Wastewater Utility System necessary to serve approximately 184 mobile homes sites. CWS will also restore any areas disturbed in the performance of its work or its obligations under this Agreement to a like condition existing prior to such repairs and upgrades. CWS will construct the Upgraded WWTP and provide wastewater treatment services to CVNC sufficient to service approximately 184 mobile homes, and CWS will perform all work, improvements, replacements, and repairs required to bring the Water Utility System and the Wastewater Utility System into compliance with all applicable rules, regulations, laws, and orders of governmental authorities (“Applicable Laws”), including without limitation as required to bring such systems into compliance with DEQ regulations and permits. CWS will as soon as reasonably practical apply to NC DEQ to assign the existing NC DEQ permit WQ004696 for the Wastewater Utility System to CWS. The Upgraded WWTP is intended to address concerns of the DEQ. The work and improvements shall be sufficient to provide capacity to in order to serve the approximately 184 mobile homes in the Upgraded CVNC MHC Community. As soon as practical, CWS or its qualified and licensed designee shall assume and hereby does assume responsibility for operation, maintenance and management of the Water Utility System and Wastewater Utility System (and upgrades as contemplated herein), and CWS will provide water and wastewater services to CVNC and the Upgraded CVNC MHC Community. CWS has already completed the design and submitted to NC DEQ for approval. Upon approval from NC DEQ, CWS will initiated construction activities to construct the Upgraded WWTP, as described herein. CWS will accept the Water Utility System and the Wastewater Utility System in their then existing states. All improvements and upgrades over and above the current state of the Water Utility System and the Wastewater Utility System as of the Closing Date, shall be made by CWS, at its sole cost and expense.

4.5. [Deleted]

4.6. [Deleted]

4.7. Conveyance of Property. Within \_\_\_ days of executing this Agreement, EFNC (a) shall grant the System Easements such that CWS can operate, maintain, renew, replace and upgrade the Water Utility System and (b) convey the Deeded Property such that CWS can design, permit, construct, operate, maintain, renew, replace and upgrade the Wastewater Utility System with the Upgraded WWTP. CWS will pay taxes and assessments following conveyances.



4.8. No Conveyance of Carolina Village NC, LLC Property. There shall be no conveyance, transfer, or assignment of any property (whether real or personal) equipment, rights, interests, or other assets of Carolina Village NC, LLC under this Agreement, nor shall there be, under this Agreement, any conveyance, transfer, or assignment of any property, equipment, interests, or other assets owned by CVNC. CVNC has no obligations under this Agreement. The conveyance of any interest in any property owned by or located on the property of CVNC will be the subject of a separate agreement of even date herewith.

4.9 [Deleted]

4.10. Insurance; Indemnification. CWS shall include adequate insurance, including by naming EFNC and CVNC as additional insureds, in undertaking its obligations under this Agreement, including covering against any liability for injury to person or damage to property resulting from CWS's work and for operation of the Water Utility System and Wastewater Utility System. CWS shall protect, defend, indemnify and hold Sellers harmless from and against any and all loss, claims, liability, or costs (including court costs and attorney's fees) incurred by reason of (a) any failure or alleged failure of CWS to comply with Applicable Laws in operating the Water Utility System and the Wastewater Utility System and (b) any injury or alleged injury to person or damage or alleged damage to property resulting from (i) CWS's operation of the Water Utility System or Wastewater Utility System or (ii) CWS's construction, installation, and providing the capital improvements, maintenance, repairs, installations, replacements, system upgrades, system repairs, component upgrades, component repairs, equipment upgrades and repairs, and any and all work performed with respect to the Water Utility System or the Wastewater Utility System. The terms of this Section 4.10 shall initiate immediately and survive Closing.

4.11 Special Order by Consent Indemnification. It is understood and agreed that the Special Order by Consent is not transferable and that the liabilities and obligations of the SOC are also not transferable. It is understood that the SOC has expired and neither DEQ or CV-WWT have entered into subsequent SOC.

## **ARTICLE V**

### **Water and Wastewater Utility System**

5.1. Permits and Approvals. The Parties acknowledge and agree that CV-WWT or its affiliate has obtained the all necessary Permits for the now existing Water Utility System and the Wastewater Utility System. As soon as practical, CV-WWT or its affiliate and CWS shall execute a written request to the Department of Environmental Health and DWR to transfer all Permits for the water system and wastewater system to CWS. Upon transfer of the water and wastewater utility systems, CWS or its qualified and licensed designee shall assume and hereby does assume responsibility for ownership, operation, maintenance and management of the Water Utility System and Wastewater Utility System, and CWS will provide water and wastewater services to CVNC (including the Upgraded CVNC MHC Community) and the CVNC Related Facilities (which shall be deemed to include all pools, clubhouses, and common area amenities of the Upgraded CVNC

MHC Community) in accordance with this Agreement. Until upgrades are made, CWS will provide services on the existing systems.

5.2. Water Utility System.

a. Design, Engineering, and Construction of the Water System. CWS will design, engineer and upgrade the existing Water Utility System in accordance with Applicable Laws to provide water service to the approximately 184 unit Upgraded CVNC MHC Community, including similar common area facilities located in the community or development. The existing 4" diameter wells each have a capacity of approximately 90 gpm per well, which is sufficient to serve the properties to be served thereby. CWS shall reserve 180 gpm of capacity for the approximately 184 unit Upgraded CVNC MHC Community, which CWS accepts as sufficient to serve such homes and facilities.

5.3. Installation and Conveyance of Future Expansion of the Wastewater Utility System to Serve the Upgraded Communities.

5.3.1. Design, Engineering, and Construction of the Upgraded WWTP.

a. CWS will design, engineer, permit, and construct the Upgraded WWTP to provide wastewater service for the approximately 184 unit Upgraded CVNC MHC Community. The Upgraded WWTP may be completed in phases, if necessary. CWS shall reserve sufficient capacity to serve the approximately 184 unit Upgraded CVNC MHC Community. Notwithstanding the foregoing, if it is determined that the Upgraded WWTP has excess capacity beyond what is required to serve the CVNC MHC Community, then the parties agree that CWS may allocate capacity to potential users outside of CVNC; provided, adequate buffer is included in the retained capacity for CVNC to insure adequate service to CVNC. Additional capacity beyond what is required to serve the 184 unit Upgraded CVNC MHC Community may be purchased from CWS on a first come basis under terms to be negotiated in the sole and reasonable discretion of CWS at the time of request.

b. The Parties acknowledge that the existing WWTP has the capacity to treat 40,000 gpd and that the facility is not capable of reliably meeting NC DEQ Permit requirements and that a Upgraded WWTP has been designed and permitted by NC Department of Environmental Quality. It is understood that the new Upgraded WWTP has been designed to treat 60,000 gpd and is capable of reliably meeting NC DEQ Permit requirements.

5.4. Certificate of Public Convenience and Necessity. After the execution of this Agreement, and prior to CWS apply for a CPCN from the NCUC, CVNC shall work with the new owner (Carolina Village MHP, LP) to obtain approval as a water reseller from the NCUC based on rates established by the Bulk Services Agreement and this agreement. After CVNC implements the rates approved by the NCUC under the water resellers provision, CWS shall apply to the NCUC

for a CPCN in order to directly bill the approximately 184 mobile homes in Upgraded CVNC MHC Community,

CWS will apply to the Commission as soon as may be practicable for a Certificate or Certificate Extension. CWS shall provide all bonds required by the Commission for each Certificate or Certificate Extension.

5.5. As-Is Acquisition. CWS IS ACQUIRING THE WATER ASSETS AND THE WASTEWATER ASSETS, ALL EQUIPMENT, AND ALL OTHER ITEMS OF PERSONAL PROPERTY ON AN “AS-IS, WHERE-IS” BASIS AND “WITH ALL FAULTS”. It is agreed and understood, CWS is acquiring the expanded Non-Discharge Permit (WQ004696) in connection with this Agreement.

5.6. Documents to be Delivered to CWS. At Closing, EFNC or CV-WWT, as applicable, will deliver to CWS the following documents:

a. System Easement substantially similar to the area labeled “Proposed Utility Easement” as depicted on the Survey.

b. Bills of sale (without warranty deed), for the Water Assets and the Wastewater Assets, in the form attached hereto as **Exhibit J**;

c. Special warranty deed for the Deeded Property.

d. Upon obtaining required consents and approvals therefor and in accordance therewith, either an assignment or amendment of the Maintenance Agreement, necessary for CWS to access and operate the Water Utility System and the Wastewater Utility System in accordance with the terms of this Agreement; and

e. Without warranty, express or implied, copies of all files, documents, papers, agreements, books of account, customer lists, lot numbers and service addresses, lists of schedules, original cost invoices, engineering drawings, and records in Sellers’ possession pertaining to the Water Assets and the Wastewater Assets not already in the possession of CWS, or Envirolink.

In addition, at Closing, CWS will deliver to Sellers such documents and other items which are reasonably required to consummate the transactions contemplated under this Agreement.

5.7. Documents to be delivered upon execution of this Agreement.

a. Contemporaneous with the execution of this agreement, EFNC of CV-WWT, as applicable, shall deliver to CWS, the following documents:

- i. Executed Bulk Service Agreement;
  - ii. Executed Operation & Management Agreement between Envirolink, and CWS;
  - iii. Termination Agreement between ONSWC and Sellers; and
  - iv. Special Warranty Deed for the Deeded Property
- b. Contemporaneous with the execution of this agreement, CWS shall deliver or cause to be delivered to Sellers, as applicable, the following documents:
- i. Executed Bulk Service Agreement;
  - ii. Executed Management Agreement between Envirolink, and CWS; and
  - iii. Termination Agreement between ONSWC and Sellers.

5.8. Improvements to Existing Water Assets. Contingent upon the approval of CVNC as a water reseller by the NCUC, within 180 days of issuance of said approval, CWS will remove the existing above-ground storage tank and will replace outdated and unsightly fencing associated with the existing Water Utility System with new, updated fencing.

#### **ARTICLE VI Conditions Precedent to this Agreement**

6.1. Clear Title to Water Assets and Wastewater Assets. The Water Assets and the Wastewater Assets shall be free and clear of any and all liens and encumbrances at conveyance other than the Permitted Exceptions (as defined below).

#### **ARTICLE VII Obligation to Request NCUC Approvals**

7.1. Certificate of Public Convenience and Necessity. Within [180] days after approval of CVNC as a water reseller by the NCUC, CWS, at its expense, shall file an Application for authorization to provide water and wastewater service to the CVNC mobile home park to charge connection fees and rates.

7.2. Cooperation by Sellers. Sellers agree to cooperate reasonably with CWS in efforts to obtain such authorization including, upon request, the provision of financial documentation for the Water Utility System and the Wastewater Utility System.

**ARTICLE VIII**  
**Closing**

8.1. Date for the Closing. The Closing of the transactions contemplated hereunder (“Closing”) shall occur within thirty days. This Agreement may only be terminated by written agreement signed by all Parties hereto.

Prior to closing, CV-WWT shall continue to own the water and sewer system serving the CVNC mobile home community. Envirolink under the existing Management Agreement will assume responsibilities for operation and maintenance of the existing facilities until transferred to CWS.

8.2. Transfer of Obligations for Utility Services. At Closing, Sellers will transfer to CWS and CWS will assume all obligations with respect to the Water Assets and Wastewater Assets. From and after Closing, CWS shall be responsible for the Water Assets and the Wastewater Assets and operation of the Water Utility System and the Wastewater Utility System including, without limitation, the provision of water and wastewater service for the Carolina Village Mobile Home Park (including the Upgraded CVNC MHC Community).

8.3. No Claim by Third Parties. CWS and Sellers represent to the other that no party is entitled to a commission upon the Closing and transfer of the Water Assets, the Wastewater Assets, the System Easements, the Deeded Property, or otherwise in consideration of the transactions under this Agreement, and each agrees to indemnify and hold harmless the other against any and all claims of real estate brokers, finders or similar agents claiming to have been engaged by the indemnifying party, for commissions or claims for similar fees incurred in any action, suit, proceeding or claim arising out of or in connection with the transaction contemplated by this Agreement. The indemnities in this paragraph shall survive Closing or the termination of this Agreement.

**ARTICLE IX**  
**Taxes and Assessments and Other Prorations**

9.1. Sellers and CWS shall prorate taxes for the Water Utility System and Wastewater Utility System as of the Closing Date, with such prorations to include, but not be limited to, property taxes, real estate taxes, taxes imposed by special assessment or assessments by a Governmental Authority that are assessed or charged in calendar year 2021. Sellers shall be responsible for all such taxes for any calendar year prior to 2021. In addition to taxes and assessments, all costs, expenses, and receivables will be prorated as of the Closing Date, with Sellers entitled to receipt of all receivables and responsible for all expenses on or before the Closing Date and CWS entitled to receipt of all receivables and responsible for all expenses after the Closing Date.

**ARTICLE X**  
**General Provisions**

10.1. Title Insurance and Surveys for Deeded Property. CWS, at CWS’s sole cost and expense, may but not required to obtain title insurance insuring the Deeded Property to be fee

simple title, free and clear of any and all liens and encumbrances other than (i) liens for taxes, assessments and governmental charges with respect to the Deeded Property not yet due and payable or due; (ii) all declarations, easements, rights-of-way, restrictions, covenants and other matters of public record; (iii) general utility service easements and rights of way affecting the Deeded Property which exist as of the date hereof; (iv) any matters that would be disclosed by an accurate, current survey and inspection of the Deeded Property; (v) any matters caused by CWS or CWS 's employees, agents or contractors; (vi) any public right-of-way affecting the Deeded Property; (vii) zoning and building ordinances and land use regulations applicable to the Deeded Property; (viii) any standard exclusions from coverage in the title insurance policy; (ix) all gas, water, and mineral rights of others; (x) any other liens or encumbrances of record which do not materially adversely affect title to the Deeded Property, the value of the Deeded Property, or CWS's use of the Deeded Property expressed herein; and (xi) which CWS has otherwise approved in writing and which CWS shall reasonably deemed to have accepted pursuant to this Agreement (collectively, "Permitted Exceptions"). CWS has already obtained or will obtain the Survey (as defined above), showing the Deeded Property. CWS shall pay the title insurance premiums in connection with the issuance of its owner's policy at the Closing. EFNC will provide any title policies in its possession covering the Deeded Property.

10.2. Cooperation for All Necessary Government Approvals. Sellers and CWS agree to cooperate fully in obtaining any and all necessary permits, including DWR permits, CVNC approval as a water reseller, the Certificate and/or Certificate Extensions by NCUC to CWS, and authorization from NCUC for connection fees and the rates.

10.3. Binding upon Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of Sellers and CWS, and the successors and assigns of Sellers and CWS. No Party may assign this Agreement without the prior written consent of all Parties this Agreement, such consent to not be unreasonably withheld, conditioned, or delayed.

10.4. Force Majeure. Except as provided for in this Agreement, neither Party to this Agreement shall be liable to the other for failure, default or delay in performing any of its obligation hereunder, if such failure, default or delay is caused by strikes or other labor problems, by forces of nature, unavoidable accident, fire, acts of the public enemy, 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. Lack of available funds or financing commitments shall not be considered Force Majeure.

10.5. Enforcement of 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.

10.6. Notices. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall be deemed to have been properly given or served (i) when delivered in fact against a written receipt of delivery to the other proper party (and including all individuals that are required to receive copies), or (ii) when deposited in the United States mail, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, to the addresses set out below or at such other addresses as are specified by written notice so given in accordance herewith, or (iii) when deposited with Federal Express, Express Mail or other overnight delivery service for next day delivery addressed to the appropriate party at the addresses set forth below:

If to CWS:                    4700 Homewood Ct., Suite 108  
Raleigh, North Carolina 27609  
Attn: Michael Myers

If to Seller(s):            c/o Mobile Home Management NC, LLC  
P.O. Box 265  
Rossville, GA 30741-0265  
Attn: Mr. Robert Miller

Copy to:                    Manning, Fulton & Skinner, P.A.  
Attn: Joseph B. Bass  
3605 Glenwood Ave., Ste. 500  
Raleigh, NC 27612

Notice on behalf of any Party may be given by their respective counsel

10.7. Incorporation of Exhibits. The Exhibits to this Agreement are made a part hereof and are hereby incorporated in full by reference. In the interest of expediting execution of this Agreement, the parties may have executed this Agreement without finalizing or attaching certain Exhibits. If any Exhibit is referenced in, but not attached to, this Agreement, then the parties will in good faith prepare an amendment to this Agreement attaching such Exhibit, and if the parties fail to provide such amendment, then the parties shall operate in good faith to agree on which Exhibit is applicable.

10.8. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

10.9. Representations, Warranties and Obligations Survive Closing. The representations, warranties, and obligations contained herein shall survive, and continue in effect after the Closing.

10.10. Entire Agreement. This Agreement sets forth the complete understanding between the Sellers and CWS, and any amendments hereto, to be effective, must be made in writing. This Agreement represents the entire agreement and understanding between the Parties relating to the subject matter hereof and supersedes all prior agreements, oral, or written between the parties, if any, relating to the subject matter. Except as set forth in the Agreement, no Party has made any representations or warranties to any other party.

10.11. Proper Execution/Not an Offer. The submission by Sellers to CWS or by CWS to Sellers (or by their respective attorneys) of this Agreement in an unsigned form will be deemed to be a submission solely for the other party's consideration and not for acceptance and execution. Such submission will have no binding force and effect, will not constitute an option or an offer, and will not confer any rights upon either party or impose any obligations upon either party irrespective of any reliance thereon, change of position or partial performance. The submission by Sellers to CWS or CWS to Sellers of this Agreement for execution by the other party and the actual execution thereof by either party and delivery to the other party will similarly have no binding force and effect on the party that executed the Agreement unless and until Sellers and CWS will have executed this Agreement and a counterpart hereof executed by Sellers and CWS will have been delivered to each party. Sellers and CWS shall have no obligations and this Agreement shall not constitute a transfer until Sellers and CWS have received all requisite approvals and unless and until Sellers and CWS have signed this document in original.

10.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10.13. Modifications in Writing. This Agreement shall not be modified, amended, or changed in any respect except in writing, duly signed by each Party, and each Party hereby waives any right to amend the Agreement in any other way.

10.14. Illegality. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to the extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.



10.15. Consent to Jurisdiction. The Parties agree that Superior Court Division of the North Carolina General Court of Justice located in Wake County, North Carolina, shall have exclusive jurisdiction over this Agreement and any controversies arising out of, relating to, or referring to this Agreement, the formation of this Agreement, and actions undertaken by the Parties hereto as a result of this Agreement, without giving effect to such court's resolution of conflicts of law. Each of the Parties hereto expressly and irrevocably consents to the personal jurisdiction of such Superior Court Division of the North Carolina General Court of Justice in Wake County, North Carolina, and expressly waives any jurisdictional or venue defenses otherwise available.

10.16. Remedies. In the event that any party defaults or fails to perform any of the conditions or obligations of such party under this Agreement or any other agreement, document or instrument executed in connection with this Agreement, or in the event that any party's representations or warranties contained herein or in any such other agreement, document or instrument are not true and correct as of the date hereof, any other party hereto shall be entitled to exercise any and all rights and remedies available to it by or pursuant to this Agreement or at law (statutory or common) or in equity.

10.17. Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Whenever the context may require, words used in this Agreement will include the corresponding feminine, masculine, or neuter forms, and the singular will include the plural and vice versa. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Agreement.

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[signature page follows]

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

**CURRITUCK WATER and SEWER, LLC,**  
a North Carolina limited liability company

By:  (seal)  
**Michael Myers**  
Manager

**EQUITY FIRST NC, LLC,** a North Carolina  
limited liability company

By:  (seal)  
**Elizabeth Jenkins, Manager**

**CV-WWT, LLC,** a North Carolina  
limited liability company

By:  (seal)  
**Elizabeth Jenkins, Manager**

EXHIBIT A  
EFNC Deeded Property

TRACT 2A

Tract 2A - Beginning at a point, marked by a set iron rod, said point being further described as being on the south property line of Carolina Village, LLC and being N 87 deg. 36' 28" E 43.40' from a set iron rod, set iron rod being the southwest corner of Carolina Village, LLC and also being on the eastern right-of-way of S.R. 1218 also known as Baskwoods Road. Thence from the point of beginning along the south property line of Carolina Village, LLC, N 87 deg. 36' 28" E 525.98' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 86 deg. 44' 55" E 100.00' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 87 deg. 02' 08" E 100.00' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 86 deg. 36' 18" E 200.01' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 85 deg. 46' 29" E 128.72' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, S 88 deg. 33' 15" E 100.01' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, S 88 deg. 24' 37" E 300.08' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 86 deg. 27' 58" E 104.07' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, S 82 deg. 56' 20" E 403.89' to a set iron rod. Thence making new lines through H. Lee Addison III Tract 2, S 82°56'20" E 463.53' and S 18°01'54" W 1,791.83' to a set iron rod in the easterly property line of Eugene T. White. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 43°56'00" W 190.38' to an existing iron pipe. Thence continuing along the easterly line of the aforesaid Eugene T. White N 23°09'00" E 25.80' to an existing iron pipe. Thence along the easterly line of lands now belonging to the aforesaid Eugene T. White N 52 deg. 08' 00" W 520.50' to a set iron rod. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 51 deg. 22' 00" W 473.90' to an existing iron pipe. Thence along the northern property line of aforesaid lands of Eugene T. White S 72 deg. 27' 00" W 673.20' to a set iron rod. Said iron rod is also on the eastern line of "Old Road" ownership unknown. Thence along the eastern line of "Old Road" N 04 deg. 13' 00" E 53.70' to a set iron rod. Thence along the eastern line of "Old Road" N 09 deg. 01' 00" W 106.80' to a set iron rod. Thence along the eastern line of "Old Road" N 11 deg. 09' 00" W 307.00' to a set iron rod. Thence along the eastern line of "Old Road" N 12 deg. 23' 00" W 516.70' to a set iron rod. Thence along the eastern line of "Old Road" N 16 deg. 04' 00" W 68.30' to a set iron rod. Thence along the eastern line of "Old Road" N 37 deg. 12' 00" W 197.61' to a set iron rod. Said rod being the point and place of beginning. Said Tract 2A has an area of 59.59 acres. The above described Tract 2A is shown and delineated on a plat entitled "H. Lee Addison, III, Division of Tract 2," prepared by Bissell Professional Group, Engineers, Planners, Surveyors and Environmental Specialist, dated January 6, 2000, recorded in the office of the Register of Deeds of Currituck County in Plat Cabinet G, Slide 95.

TRACT 2B

Tract 2B - Beginning at a point, marked by a set iron rod, said point being further described as being on the southeasterly corner of Carolina Village, L.L.C. and being also the southeasterly corner of Lot 123. Thence along the easterly line of the aforesaid Carolina Village, L.L.C., N 14 deg. 07' 23" W 149.71' to a set iron rod. Thence continuing along the aforesaid east property line of Carolina Village, L.L.C., N 06 deg. 12' 31" E 1,002.12' to a set iron rod. Thence along the south property line of the aforesaid Carolina Village, L.L.C., S 85 deg. 45' 50" E 993.49' to a set iron rod. Said iron rod also marks the northwest corner of lands now belonging to Constance D. Pendleton and Patricia P. Beasley. Thence along the western property line of Constance D. Pendleton and Patricia P. Beasley S 00 deg. 48' 00" E 665.32' to a set iron rod. Set iron rod being the southwest corner of the aforesaid Constance D. Pendleton and Patricia P. Beasley lands and the northwest corner of lands now belonging to Carolina Village, L.L.C.. Thence along the western property line of lands belonging to Carolina Village, L.L.C., S 00 deg. 48' 00" E 674.00' to a set iron rod. Thence along the southern property lines of the aforesaid lands of Carolina Village, L.L.C., S 85 deg. 15' 17" E 1,209.98' to a set iron rod. Set iron rod marking the southeast corner of the aforesaid lands of Carolina Village, L.L.C. and also being a point on the aforesaid lands of Constance D. Pendleton and Patricia P. Beasley. Thence along the western property line of the aforesaid lands of Constance D. Pendleton and Patricia P. Beasley S 44 deg. 12' 00" W 1,429.75' to a set iron rod. Thence along the western property line of the aforesaid lands of Constance D. Pendleton and Patricia P. Beasley S 72 deg. 33' 00" E 601.53' to a set iron rod. Thence along the western property line of the aforesaid lands of Constance D. Pendleton and Patricia P. Beasley S 52 deg. 00' 00" W 1,671.50' to an existing iron pipe. Said point marking the southwest corner of the aforesaid lands of Constance D. Pendleton and Patricia P. Beasley and is also a point on the northern property line of lands now belonging to Vernon P. Garrett, Jr. and being the eastern-most point of lands now belonging to Eugene T. White. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 41 deg. 18' 00" W 138.50' to a set iron rod. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 42 deg. 12' 00" W 658.60' to set iron rod. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 43 deg. 56' 00" W 87.82' to a set iron rod. Thence departing the line of Eugene T. White and making new lines through H. Lee Addison III Tract 2 N 18 deg. 01' 54" E 1,791.83' to an iron rod set and N 82 deg. 56' 20" W 463.53' to a set iron rod. Said rod being the point and place of beginning. Said Tract 2B has an area of 101.16 acres. The above described Tract 2B is shown and delineated on a plat entitled "H. Lee Addison, III, Division of Tract 2," prepared by Bliscell Professional Group, Engineers, Planners, Surveyors and Environmental Specialist, dated January 6, 2000, recorded in the office of the Register of Deeds of Currituck County in Plat Cabinet G, Slide 95.

EAST TRACT

22 ½ Acres more or less – All that certain lot or parcel of land located on the East side of Moyock Backwoods Road and described as tract number two in that Deed recorded in Book 97 Page 506 of the Currituck County Public Registry and also described in a Deed recorded in Book 46 Page 431 of the Currituck County Public Registry. Said East tract is referred to as containing twenty-two and one half acres and is also described in a Deed recorded in Book 207 Page 468 of the Currituck County Public Registry and in a Deed recorded in Book 207 Page 471 of the Currituck County Public Registry. Which descriptions are incorporated herein by reference as if set forth word for word.

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OFFICIAL COPY

Nov 14 2023

**EXHIBIT B**  
**Water Assets**

Carolina Village Water System

1. Three wells, all constructed around 1970:
  - a. 124 feet deep; 4-inch casing; 20-foot screen; rate is approximately 40 gpm.
  - b. 114 feet deep; 4-inch casing; 20-foot screen; rate is approximately 52 gpm.
  - c. 116 feet deep; 4-inch casing; 20-foot screen; rate is approximately 72 gpm.
2. One 100,000-gallon ground storage tank.
3. Booster pump building with transfer pumps and chemical injection.
4. One 5,000-gallon hydro-pneumatic tank.
5. Water mains (all PVC):
  - a. 2-inch: 3,500 LF
  - b. 4-inch: 9,610 LF
  - c. 6-inch: 4,620 LF
6. 184 active service connections; 441 total.

**EXHIBIT C**  
**Wastewater Assets**

Carolina Village Sewage Collection and Treatment System:

1. Gravity Sewer (installed as vitrified clay):
  - a. 4-inch: 33,075 LF
  - b. 6-inch: 4,367 LF
  - c. 8-inch: 14,281 LF
2. 88 Manholes
3. Four Lift Stations, all equipped with 5 hp pumps.
4. Force Mains (assumed to be PVC):
  - a. 4-inch: 2,388 LF
  - b. 6-inch: 3,565 LF
5. 40,000 gallon per day wastewater treatment facility:
  - a. Equalization facility
  - b. Concrete extended aeration facility:
    - i. Aeration
    - ii. Clarification
    - iii. Filtration
    - iv. Sludge holding
    - v. Effluent pumping
    - vi. Generator with Automatic Transfer Switch
  - c. Temporary Irrigation areas

**EXHIBIT D**  
**CVNC MHC Plan**

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**Nov 14 2023**





# Carolina Village Conceptual Master Plan

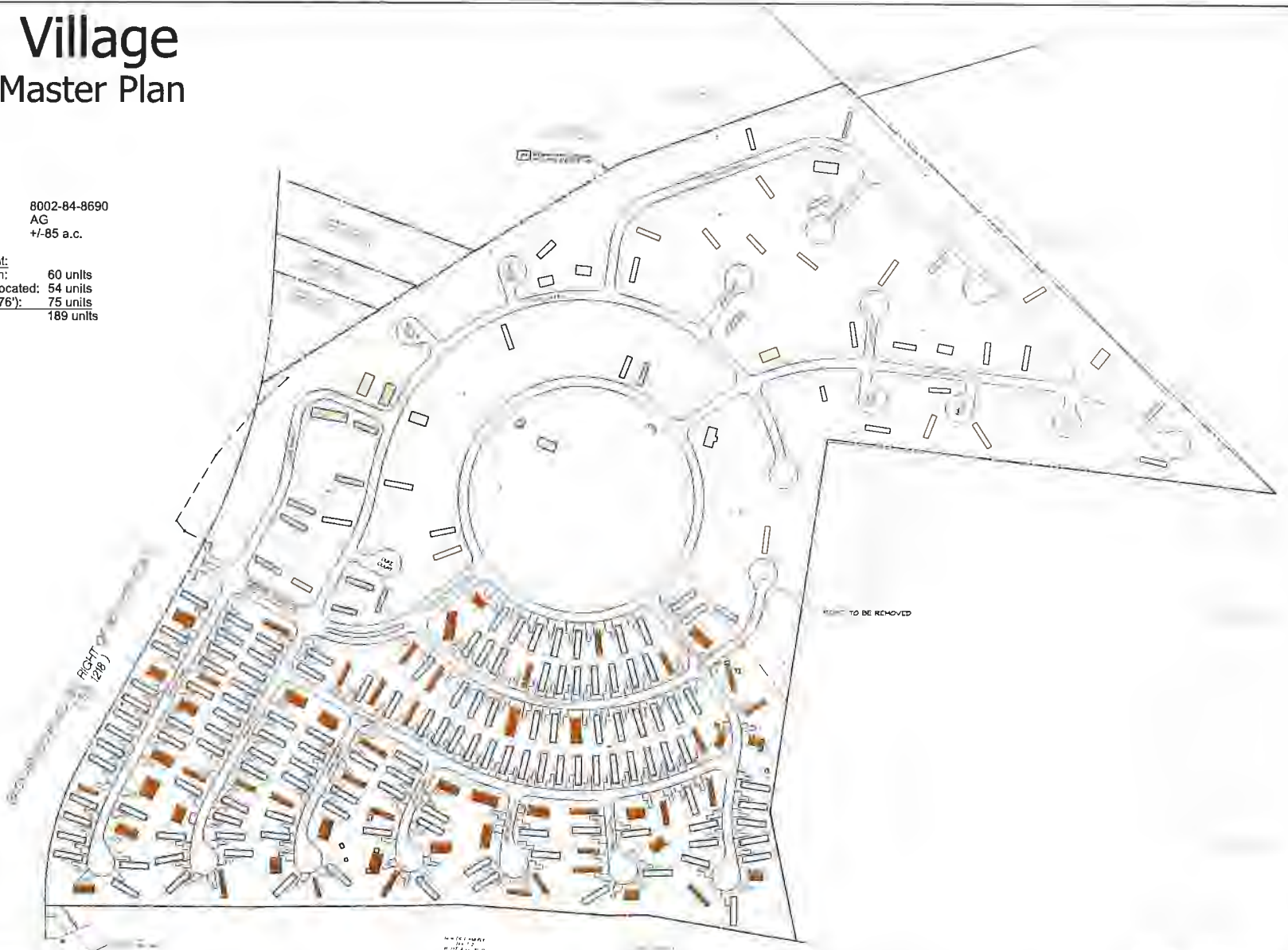
Currituck County, NC  
September 29, 2022

### SITE DATA:

GPIN #: 8002-84-8690  
Current Zoning: AG  
Total Site Area: +/-85 a.c.

### Manufactured Home Development:

Existing Home Sites to Remain:	60 units
Manufactured homes to be relocated:	54 units
New Mobile Home Sites (16'X76'):	75 units
Total Home Sites:	189 units



Dimensional Criteria Used

NO SCALE  
DATE: 10/10/22  
DRAWN BY: [Name]  
CHECKED BY: [Name]



C:\Projects\ManufacturedHomeDevelopment\CarolinaVillage\Map\Map.dwg 29 2022 - 3:51 (m)

OFFICIAL COPY  
Nov 14 2023



**EXHIBIT E**  
**WWTP Site Plan (Tract 2A)**

**OFFICIAL COPY**

**Nov 14 2023**

**OFFICIAL COPY**

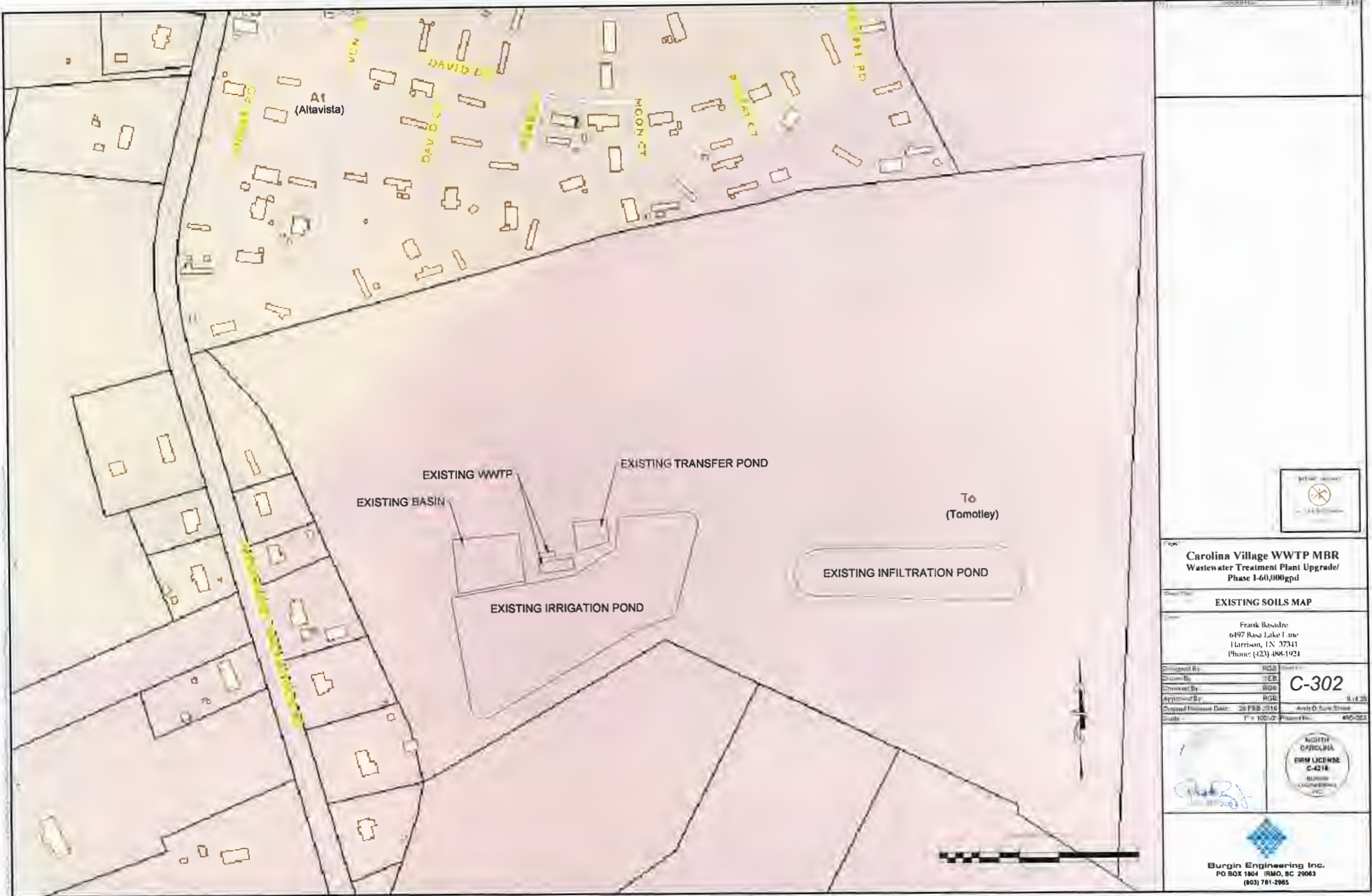
**Nov 14 2023**



	
<b>Project:</b> Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd	
<b>Sheet Title:</b> EXISTING OVERALL SITE PLAN	
<b>Design:</b> Frank Basadre 6497 Hosa Lake Lane Harrison, TN 37411 Phone: (423) 488-1924	
<b>Designed By:</b> RGB <b>Drawn By:</b> LR/SEB <b>Checked By:</b> RGB <b>Approved By:</b> RGB <b>Date:</b> 26 FEB 2016 <b>Scale:</b> 1" = 200'-0"	<b>Sheet No.:</b> C-300 4 of 26 A ch D (Sheet) 495-021
	
 Burgin Engineering Inc. PO BOX 1804 IRMO, SC 29063 (803) 781-2965	



	
<b>Carolina Village WWTB MBR</b> Wastewater Treatment Plant Upgrade/ Phase 1-60,000gpd	
<b>PROPOSED OVERALL SITE PLAN</b>	
Designer: Frank Basadre 6497 Bass Lake Lane Harrison, TN 37341 Phone: (423) 484-1924	
Designed By: RGB Drawn By: LRB/SEB Checked By: RGB Approved By: RGB	Sheet No: <b>C-301</b> of 313
Date: 26 FEB 2016 Scale: 1" = 100'-0"	Arch D S/w Sheet Project No: W25-001
	
 Burgin Engineering Inc. PO BOX 1804 IRMO, SC 29062 (803) 781-2965	



Project: **Carolina Village WWTP MBR**  
**Wastewater Treatment Plant Upgrade/**  
**Phase I-60,000gpd**

Map Title: **EXISTING SOILS MAP**

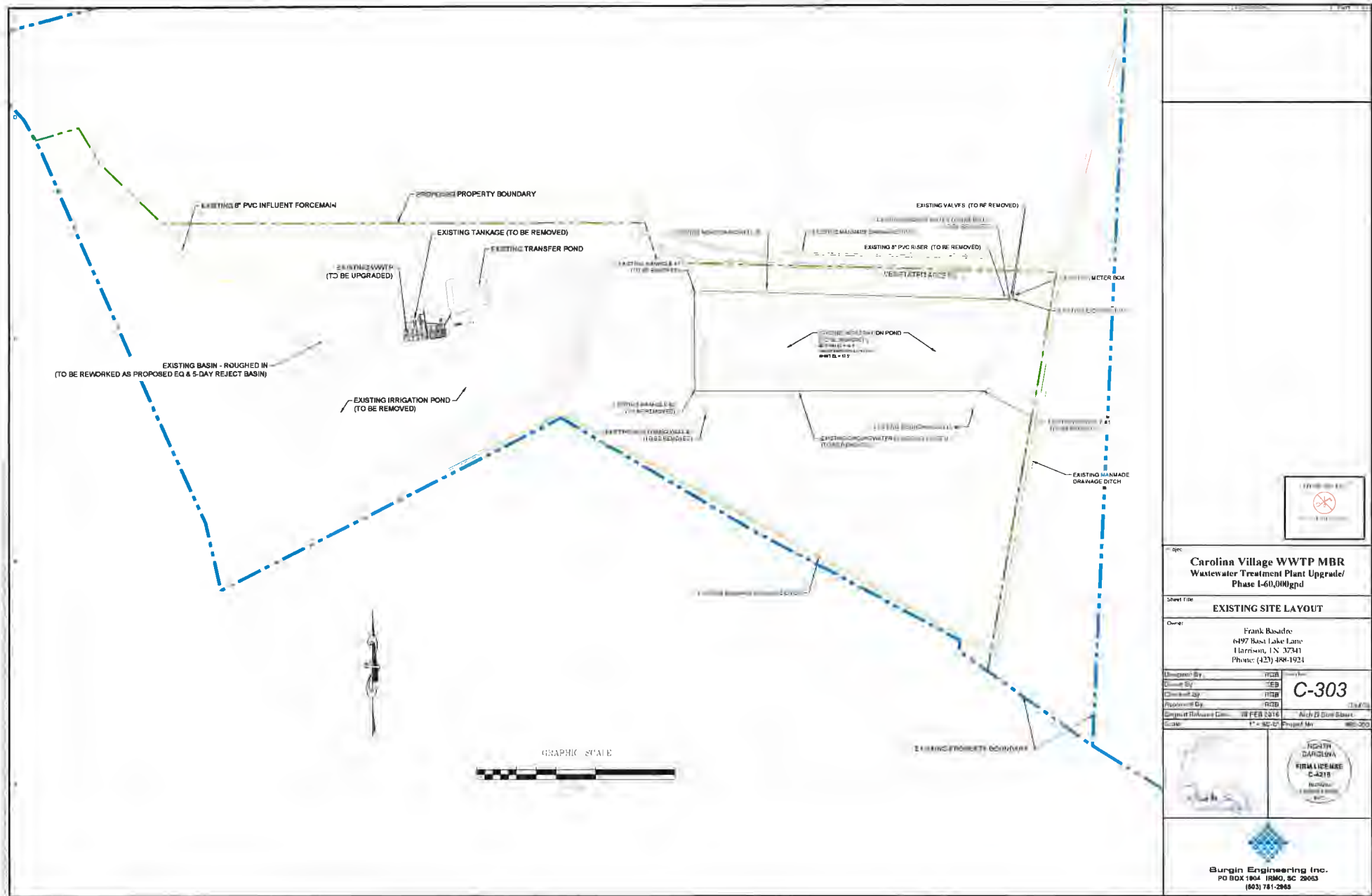
Prepared By: Frank Basalre  
 6497 Basal Lake Lane  
 Harrison, IN 47311  
 Phone: (317) 484-1924

Designed By: RGB	Scale: 1" = 100'-0"
Drawn By: RGB	Project No.: 440-023
Approved By: RGB	
Original Plot Date: 28 FEB 2016	Sheet: 4 of 25

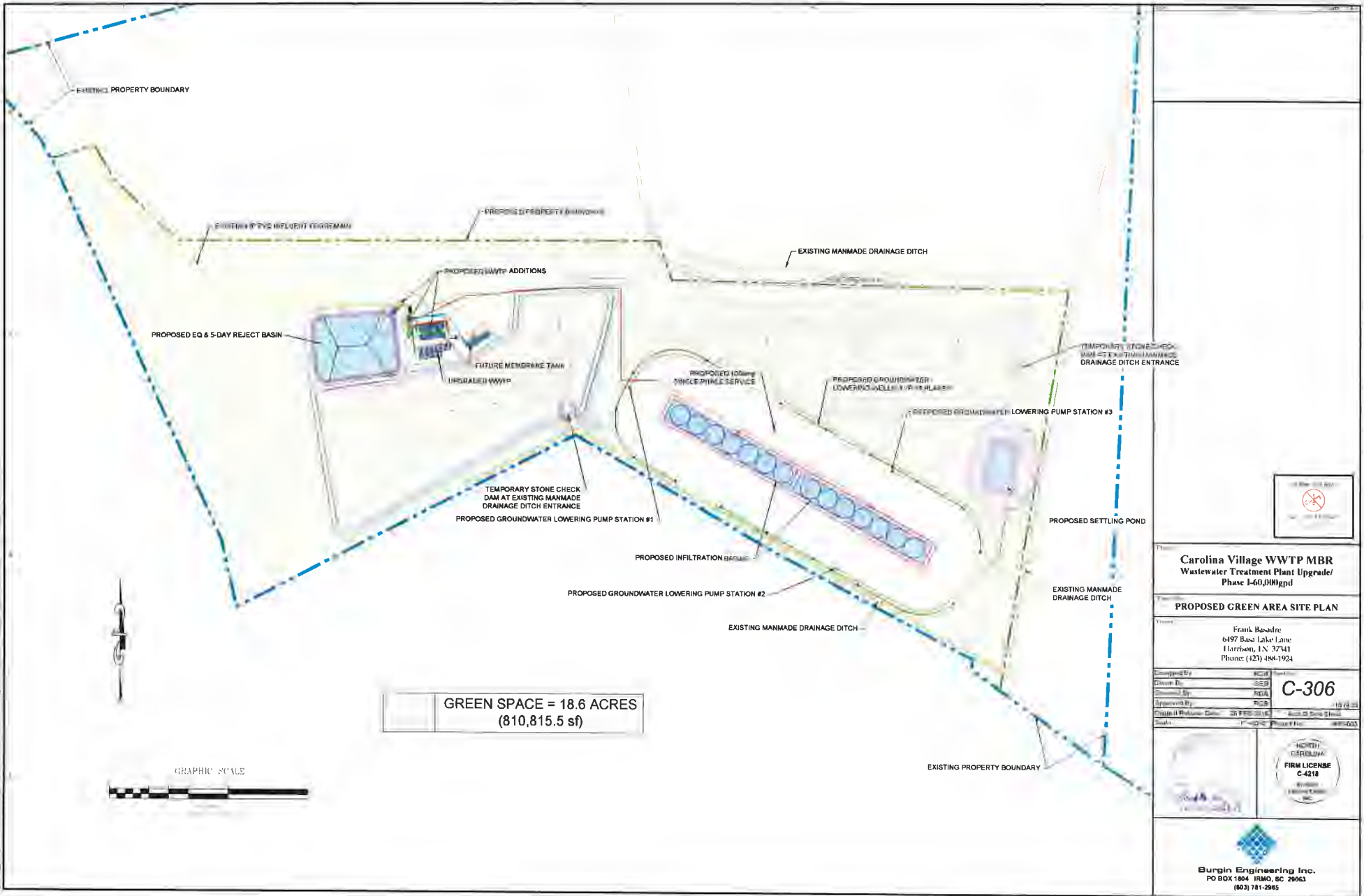


**Burgin Engineering Inc.**  
 PO BOX 1804 IRMO, SC 29063  
 (803) 781-2985







spec <b>Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd</b>	
Sheet Title <b>EXISTING SITE LAYOUT</b>	
Owner Frank Baside 6497 Bass Lake Lane Harrison, IN 37341 Phone: (423) 488-1921	
Designed By TCB	Checked By TCB
Drawn By TCB	Project No. <b>C-303</b>
Approved By TCB	Date 28 FEB 2016
Scale 1" = 60'-0"	Project No. 980-303
Burch Engineering Inc. PO BOX 1904 IRMO, SC 29063 (803) 781-2855	



**GREEN SPACE = 18.6 ACRES**  
 (810,815.5 sf)



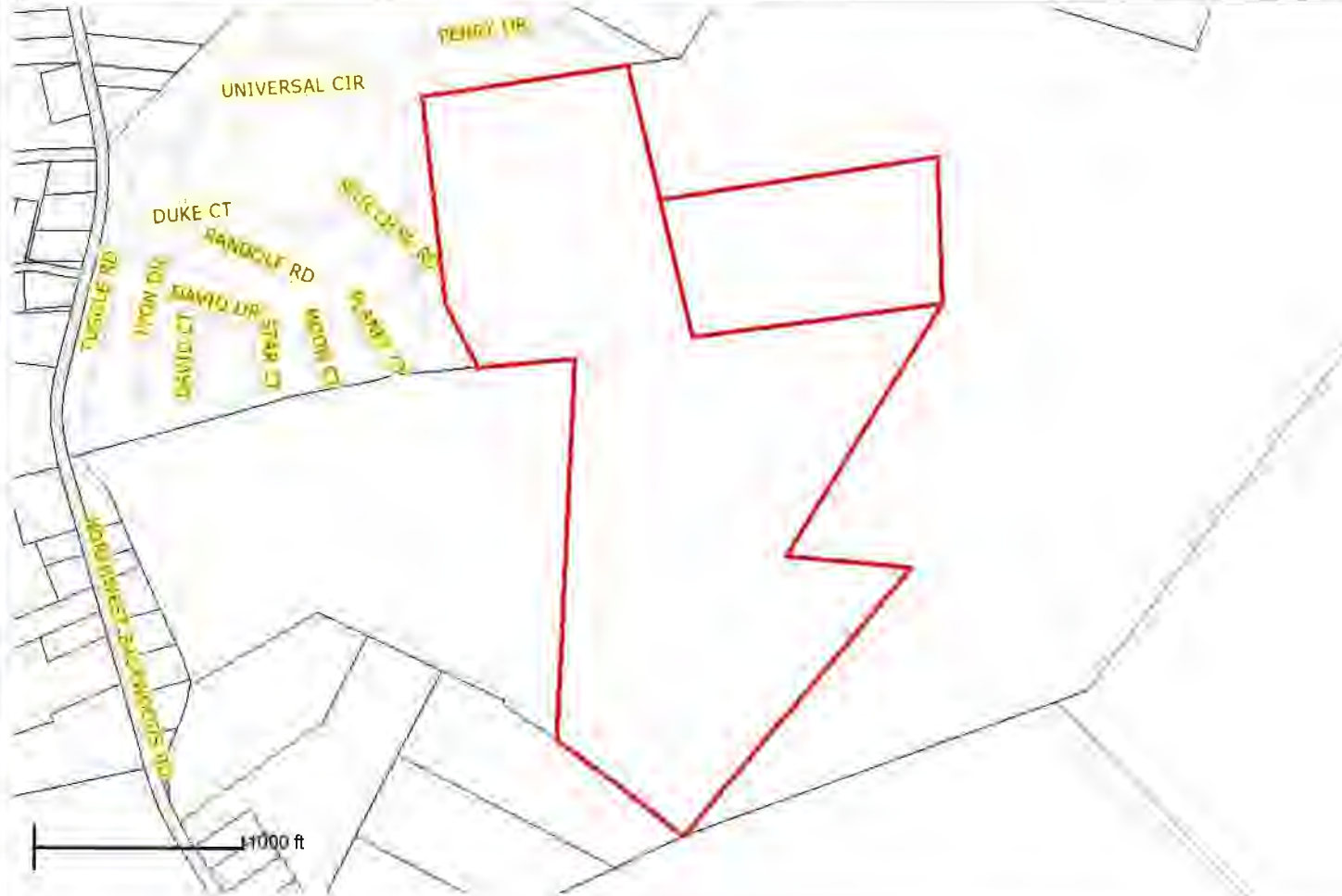
	
<p><b>Carolina Village WWTP MBR</b>                  Wastewater Treatment Plant Upgrade/                  Phase 1-60,000gpd</p>	
<p><b>PROPOSED GREEN AREA SITE PLAN</b></p>	
<p>Frank Basadre                  6497 Bass Lake Lane                  Harrison, IN 47411                  Phone: (423) 484-1924</p>	
Designed By: <b>RCM</b> Drawn By: <b>SSD</b> Checked By: <b>RCM</b> Approved By: <b>RCM</b> Client/Project/Date: <b>SS PER 0314</b> / <b>10/10/23</b> Scale: <b>1"=50'-0"</b> / <b>Phase 1</b> / <b>485-003</b>	<p><b>C-306</b></p> <p><b>THE STATE OF NORTH CAROLINA</b>  <b>FIRM LICENSE</b>  <b>C-4218</b>                  BURGIN ENGINEERING INC.</p>
 <p><b>Burgin Engineering Inc.</b>                  PO BOX 1804 IRMO, SC 29063                  (803) 781-2965</p>	

**EXHIBIT F**  
**Pond Site Parcels (Tract 2B and East Tract)**

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**Nov 14 2023**

# Currituck County GIS Data Viewer



Currituck County GIS  
Phone: (252) 232-2034  
E-mail: [gis@currituckcountync.gov](mailto:gis@currituckcountync.gov)

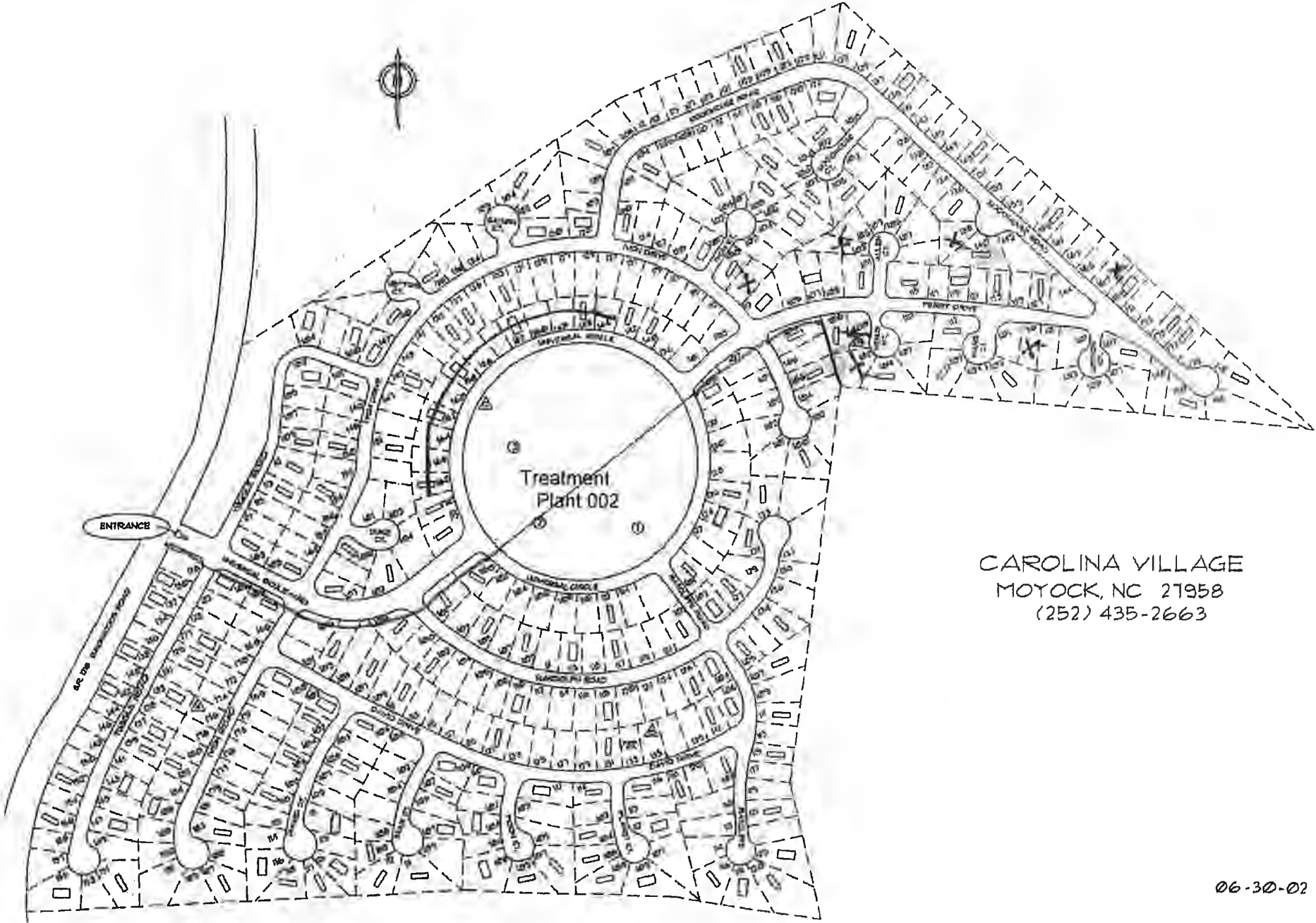
This map should be used for general reference purposes only. Currituck County assumes no legal liability for the information shown on this map.

**EXHIBIT G**  
**CVNC Property**

**Carolina Village Mobile Home Community**

**OFFICIAL COPY**

**Nov 14 2023**



CAROLINA VILLAGE  
 MOYOCK, NC 27958  
 (252) 435-2663

**EXHIBIT H**  
**SOC**

**[to be attached]**

**EXHIBIT I**  
**Sprayfields**

**OFFICIAL COPY**

**Nov 14 2023**





- NOTES:**
1. SPRINKLER AREA TO BE 200' FROM MOBILE HOMES ON NORTH SIDE, 100' FROM DRAINAGE DITCHES & 500' FROM PROPERTY BOUNDARY ON WEST SIDE
  2. SLUDGE DISPOSAL & SAND MINING AREA TO BE 50' AWAY FROM ALL DRAINAGE DITCHES & WETLANDS. STUMPS TO BE REMOVED FROM ENTIRE AREA.
  3. FINAL GRADES TO BE RETURNED TO EXISTING CONDITIONS. ENTIRE AREA TO BE STABILIZED AND GRASSED.
  4. PERIMETER OF ALL DISTURBED AREAS TO BE PROTECTED WITH TEMPORARY SILT FENCE.



**Project:**  
Carolina Village WWTP Redesign  
Wastewater Treatment Plant Upgrade  
180,000 gpd

**Sheet Title:**  
PROPOSED OVERALL SITE PLAN

**Owner:**  
Frank Basadre  
6197 Basadre Lane  
Harrison, TX 77341  
Phone: (423) 484-1924

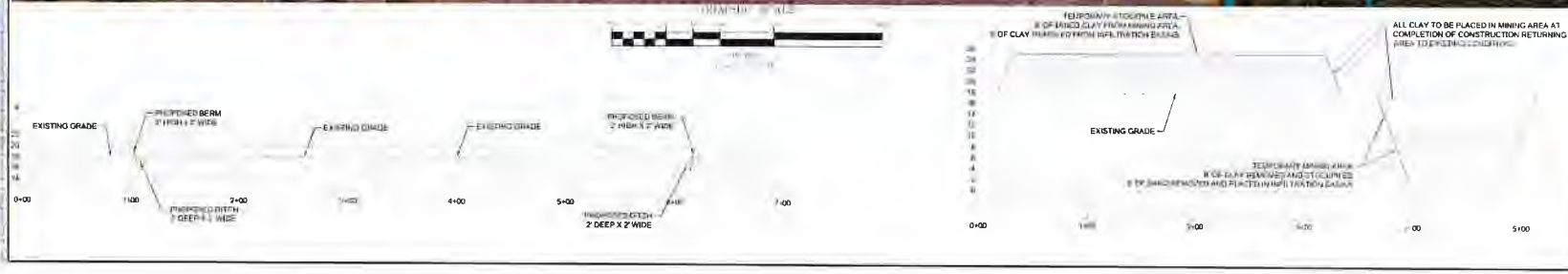
**Designed By:** RGB  
**Drawn By:** LRG/SJP  
**Checked By:** BGG  
**Approved By:** RGB  
**Date:** 6 JAN 2016  
**Scale:** 1" = 100'-0"

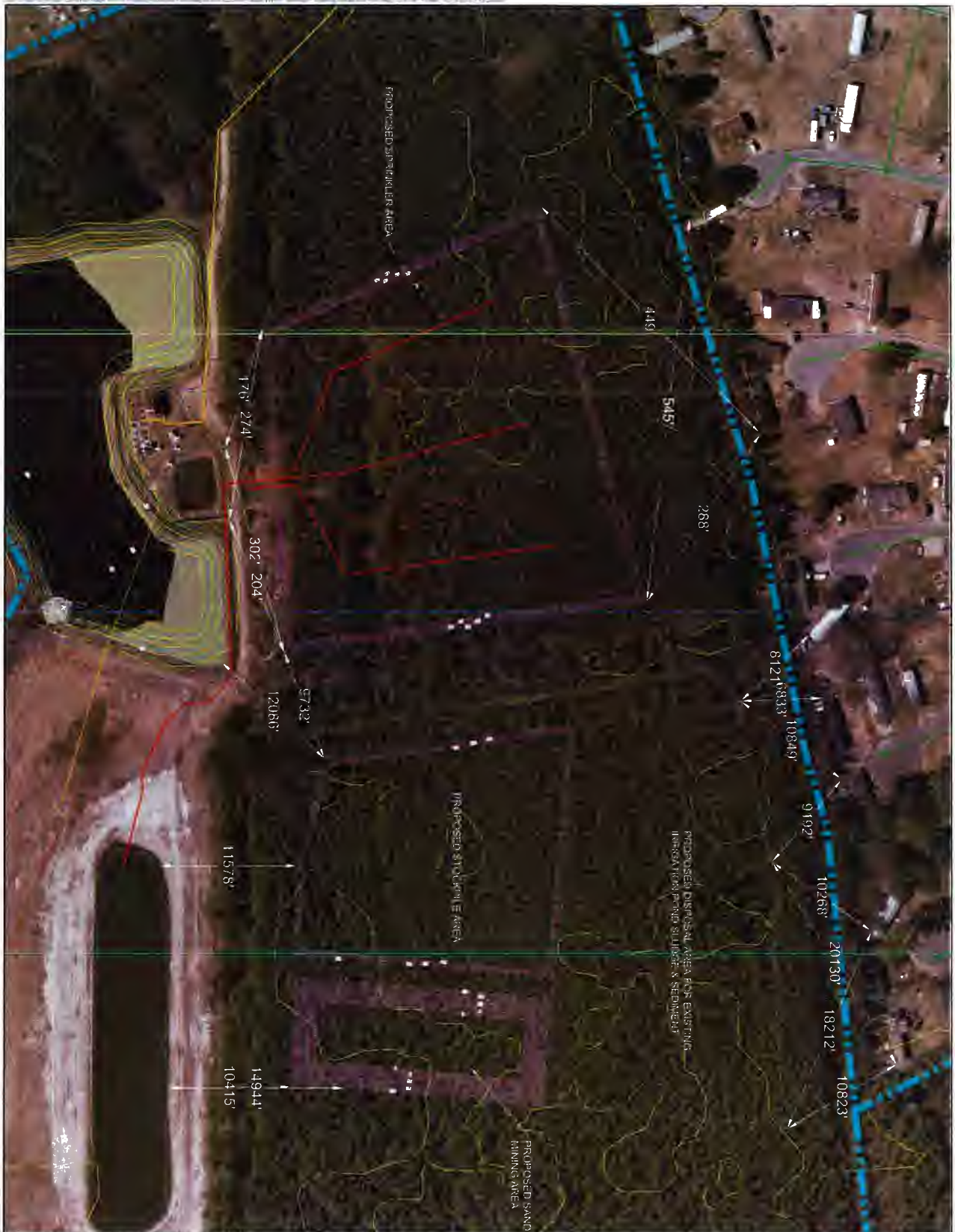
**C-301a**

**Author:** Alex H. [Signature]  
**Project No.:** 885-000



**Burgin Engineering Inc.**  
PO BOX 1404 IRMO, BC 29083  
(803) 781-2965





	
<p><b>Project:</b>                  Carolina Village WTP Redesign                  Wastewater Treatment Plant Upgrade                  180,000 gpd</p>	
<p><b>Site:</b>                  180,000 gpd</p>	
<p><b>Scale:</b>                  AS SHOWN</p>	
<p><b>Design:</b>                  Frank Besadre                  6407 Basil Lake Lane                  Hartwood, TN 37411                  Phone: (252) 988-1934</p>	
<p><b>Client:</b>                  FWSA                  1360 Old                  Hickory                  Raleigh, NC 27601</p>	
<p><b>Drawn By:</b> JAC/MS  <b>Checked By:</b> MS  <b>Approved By:</b> JAC/MS</p>	
<p><b>Date:</b> 11/14/23                  11/14/23                  11/14/23</p>	
<p><b>Sheet No.:</b> C-301b                  4 of 24</p>	
 <p>Carolina Environmental Services, LLC                  PO BOX 1546, GARDNER, NC 27428                  (813) 791-5345</p>	



	
<b>Carolina Village WWTP Redesign</b> Wastewater Treatment Plant Upgrade 180,000 gpd	
EXISTING OVERALL SITE PLAN	
Date: <b>Frank Basadre</b> 6497 Bass Lake Lane Harrison, TN 37341 Phone: (423) 488-1924	
Designed By: <b>RTM</b>	Sheet No: <b>C-301c</b>
Drawn By: <b>LRH/EB</b>	Date: <b>4.14.24</b>
Checked By: <b>RCB</b>	Project Name: <b>W-1333</b>
Scale: <b>1" = 60'-0"</b>	Project No: <b>W-1333</b>
	
H. Craig Environmental Group, Inc. PO BOX 1884 IRMO, SC 29063 (803) 781-2565	

**EXHIBIT J**  
**Bill of Sale**

**OFFICIAL COPY**

**Nov 14 2023**

STATE OF NORTH CAROLINA  
COUNTY OF CURRITUCK

BILL OF SALE - WATER

KNOW ALL MEN BY THESE PRESENTS that Elizabeth Jenkins of CV-WWT, LLC. (Seller), in return for valuable consideration received by the Seller from Currituck Water & Sewer, LLC (Buyer), a limited liability company, the sufficiency of which is hereby acknowledged, has bargained and sold and does by this instrument bargain, sell, and convey to the Buyer, its successors and assigns, the entire potable water production, storage, and distribution system located at Carolina Village Subdivision, Currituck County, North Carolina, including, but not limited to mains, pumphouse, tank, pumps, controls, electrical equipment, chemical feed equipment, distribution mains, valves, tees, ells, crosses, water main easements within publicly dedicated rights of way, and services, all property conveyed hereby being referred to as the Property.

To have and to hold the Property in fee simple.

IN TESTIMONY WHEREOF, the Seller has hereunto set his hand this the \_\_th day of February 202\_.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Notary Page for Bill of Sale – CV-WWT Water System  
County of Currituck, North Carolina

I, the undersigned, a Notary Public of the County and State aforesaid, verify that \_\_\_\_\_, of CV-WWT, LLC, et. al. whose identity has been proven by satisfactory evidence, said evidence being:

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_
- \_\_\_\_\_ A credible witness has sworn to the identity of the principal(s);

personally came before me this day and acknowledged that Elizabeth Jenkins of CV-WWT, LLC, et. al. that he/she, in such capacity and being authorized to do so, voluntarily executed the foregoing on behalf of the corporation for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this \_\_th day of February, 202\_.

\_\_\_\_\_  
Notary Public Signature

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[AFFIX NOTARY SEAL BELOW-NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

STATE OF NORTH CAROLINA  
COUNTY OF CURRITUCK

BILL OF SALE - WASTEWATER

KNOW ALL MEN BY THESE PRESENTS that Elizabeth Jenkins of CV-WWT, LLC. (Seller), in return for valuable consideration received by the Seller from Currituck Water & Sewer, LLC (Buyer), a limited liability company, the sufficiency of which is hereby acknowledged, has bargained and sold and does by this instrument bargain, sell, and convey to the Buyer, its successors and assigns, the entire sanitary sewer treatment, storage, disposal and collection system located at Carolina Village Subdivision, Currituck County, North Carolina, including, but not limited to mains, lift stations, tank, pumps, controls, electrical equipment, chemical feed equipment, collection mains, lift stations, valves, tees, ells, crosses, sewer main easements within publicly dedicated rights of way, and services, all property conveyed hereby being referred to as the Property.

To have and to hold the Property in fee simple.

IN TESTIMONY WHEREOF, the Seller has hereunto set his hand this the \_\_th day of February 202\_.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

OFFICIAL COPY

Nov 14 2023

Notary Page for Bill of Sale – CV-WWT, LLC Wastewater System  
County of Currituck, North Carolina

I, the undersigned, a Notary Public of the County and State aforesaid, verify that \_\_\_\_\_, of CV-WWT,LLC, et. al. whose identity has been proven by satisfactory evidence, said evidence being:

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_
- \_\_\_\_\_ A credible witness has sworn to the identity of the principal(s);

personally came before me this day and acknowledged that Elizabeth Jenkins of CV-WWT, LLC, et. al. that he/she, in such capacity and being authorized to do so, voluntarily executed the foregoing on behalf of the corporation for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this \_\_th day of February, 202\_\_.

\_\_\_\_\_  
Notary Public Signature

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[AFFIX NOTARY SEAL BELOW-NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]



**FIRST AMENDMENT TO THE AMENDED AND RESTATED ASSET PURCHASE AND UTILITY  
CONSTRUCTION AND MAINTENANCE AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED ASSET PURCHASE AND UTILITY CONSTRUCTION AND MAINTENANCE AGREEMENT (this "**First Amendment**"), is made as of the 15<sup>th</sup> day of August 2023 ("Effective Date") by and between **Currituck Water and Sewer, LLC**, an North Carolina limited liability company ("Buyer"), and CV-WWT, LLC ("Seller"), a North Carolina limited liability company and provides as follows:

**WITNESSETH**

WHEREAS, Buyer, Seller and Equity First NC, a North Carolina limited liability company entered into that certain Amended and Restated Asset Purchase and Construction Management Agreement dated as of February 7, 2022 (the "**Agreement**");

WHEREAS, in response to questions raised by North Carolina Public Staff, the Buyer and Seller desire to amend and clarify certain provisions of the Agreement to specify the Buyer's obligations to Seller and Buyer's obligation to take possession of the Deeded Property and water and sewer assets, as more particularly hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), cash in hand, paid by Buyer, and the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Buyer and Seller, Buyer and Seller hereby agree as follows:

TO CLARIFY, AMEND OR REPLACE CERTAIN PROVISIONS OF THE ASSET PURCHASE AND UTILITY CONSTRUCTION AND MAINTENANCE AGREEMENT, AS FOLLOWS:

1. To clarify that the thirty day requirement applies to EFNC's grant of System Easement, the 7<sup>TH</sup> WHEREAS of the Agreement has been modified to separate the two statements by replacing the comma with a semi colon and create a separate WHEREAS for the second statement to reflect the intent of this provision. As such the 7<sup>TH</sup> WHEREAS of the Agreement is hereby deleted and shall be replaced with the following:

WHEREAS, within thirty days of executing this agreement, EFNC agrees to grant or cause to be granted the System Easements to CWS in existing well sites and two future well sites as identified on a plat recorded in Deed Book 1256 page 684, Deed Book 1256 page 687 and Deed Book 1267 page 222 in the Currituck County Registry; and

WHEREAS, CWS agrees to take ownership of the Water and Wastewater Utility Systems such that CWS can upgrade the Water Utility System to serve the approximate 184 mobile homes in the Upgraded CVNC MHC Community; and

2. To clarify how the Purchase Price is allocated among the assets, Section 4.1 of the Agreement is hereby deleted and shall be replaced with the following:

4.1 Purchase Price. The purchase price for the Deeded Property (183.24 acres), and the System Easements, Water Utility System, and Wastewater Utility System (collectively the Purchased Price) shall be \$175,000. The allocation of the purchase price shall be as follows:

Description	Allocated Price	Purchase Price
Parcel: 0002000043A0000 (Addison Tract 2A): 59.58 Acres	\$56,891.03	(32.509%)
Parcel: 0002000043B0000 (Addison Tract 2B): 101.16 Acres	\$96,594.44	(55.197%)
Parcel: 000200000500000 (Tract 2 22.5): 22.5 Acres	\$21,484.53	(12.277%)
Water & Sewer System Easements	\$10.00	(0.006%)
Water System Assets	\$10.00	(0.006%)
Wastewater System Assets	\$10.00	(0.006%)
<b>Total</b>	<b>\$175,000.00</b>	

The Parties hereby acknowledge and agree that the Purchase Price and the other payment and consideration described in the Article IV, constitute sufficient good and valuable consideration for the Water Assets, the Wastewater Assets, the Deeded Property and the System Easements granted hereunder and the Parties respective obligations.

3. To memorialize the agreement of the Parties to extend the thirty day requirement for EFNC to convey the Deeded Property, Section 4.7 of the Agreement is hereby amended and shall be replaced with the following:
 

4.7 Conveyance of Deeded Property and System Easements. As soon as practical upon executing this agreement, EFNC (a) shall grant the System Easements such that CWS can operate, maintain, renew, and upgrade the Water System and (b) convey the Deeded Property such that CWS can design, permit, construct, operate, maintain, renew, replace, and upgrade the Wastewater System with the Upgraded WWWT. CWS will pay taxes and assessments following conveyance.
  
4. To correct the conflict between Section 5.6 and Section 5.7, Section 5.7 (a) iv has been deleted. Section 5.7 of the Agreement is hereby deleted and shall be replaced with the following:
 

5.7 Documents to be delivered upon execution of this Agreement.

  - a. Contemporaneous with the execution of agreement, EFNC, or CV-WWT, as applicable, shall deliver to CWS, the following documents:
    - i. Executed Bulk Services Agreement;
    - ii. Executed Operation & Management Agreement between Envirolink and CWS;  
and
    - iii. Termination of Agreement between ONSWC and Sellers;
  - b. Contemporaneous with the execution of agreement, CWS shall deliver or cause to be delivered to Sellers, as applicable, the following documents:
    - i. Executed Bulk Services Agreement;
    - ii. Executed Operation & Management Agreement between Envirolink and CWS;  
and
    - iii. Termination of Agreement between ONSWC and Sellers;
  
5. To clarify the intent of the Agreement and correct unintended confusion, Section 8.1 of the Agreement is hereby deleted and shall be replaced with the following:

(d) . Except as amended herein, all other terms and conditions of the Agreement are ratified and confirmed and remain as stated therein. Certain defined terms used herein, as indicated by the initial capitalization thereof, shall have the same meanings as ascribed to such terms in the Agreement. This First Amendment may be executed in counterparts. Facsimile or PDF counterparts of this First Amendment upon collation shall serve as original copies of this First Amendment.

[SIGNATURES APPEAR ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to be executed pursuant to due authority, all as of the date first above written.

**Buyer**

Currituck Water and Sewer, LLC

By: 

Printed: Michael Myers

Title: Manager

**Seller**

CV-WWT, LLC

By: \_\_\_\_\_

Printed: Robert Miller

Title: Manager

**Consent: Equity First of NC, LLC**

By: \_\_\_\_\_

Printed: Robert Miller

Title: Manager

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OFFICIAL COPY

Nov 14 2023

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed pursuant to due authority, all as of the date first above written.

**Buyer**

Currituck Water and Sewer, LLC

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**Seller**

CV-WWT, LLC

By:  \_\_\_\_\_

Printed: Robert Miller \_\_\_\_\_

Title: Manager \_\_\_\_\_

**Consent: Equity First of NC, LLC**

By:  \_\_\_\_\_

Printed: Robert Miller \_\_\_\_\_

Title: Manager \_\_\_\_\_

4485539\_1

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Nov 14 2023

**5-YR PLAN  
WATER SYSTEM SCHEDULES**

Line Item	Project Description	Project Category	Justification	2023 Budget	2024 Budget	2025 Budget	2026 Budget	2027 Budget
<b>Carolina Village</b>								
	Engineering Support - Construction plans			\$ 5,000.00				
	Construction Administration - Project coordination, inspection and submittal reviews			\$ 5,000.00				
	Well House Removal			\$ 2,500.00				
	Well House			\$ 20,000.00				
	Electrical Gear			\$ 5,000.00				
	Well head			\$ 2,500.00				
	Valve bank			\$ 2,500.00				
	Chemical Storage Tanks& pumps			\$ 1,500.00				
	Instrumentation & Controls			\$ 1,000.00				
	Misc SCADA Hardware			\$ 5,000.00				
	SCADA Software Integration			\$ 5,000.00				
	Welded Steel Tank (Remove ground storage system)			\$ 7,500.00				
	Hydrant Removal			\$ 5,000.00				
	Meters, T10			\$ 55,200.00				
	Meter Installation (Labor, equipment and parts, excluding meters)			\$ 40,000.00				
	Meter software integration			\$ 10,000.00				
	Main Renewal and Replacement Program				\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	CPCN Allocation [124/1392]			\$ 4,462.75				
	Allocation of Financing Closing Cost [124/1392]			\$ 81,307.30				
<b>Totals</b>				<b>\$ 258,470</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>

OFFICIAL COPY  
Nov 14 2023

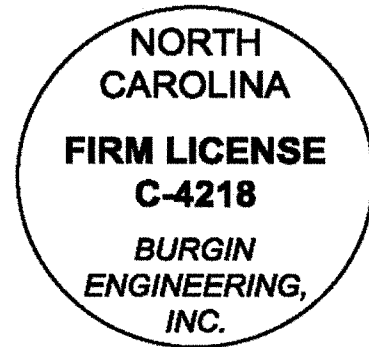
**5-YR PLAN  
WASTEWATER SYSTEM SCHEDULES**

Line Item	Project Description	Project Category	Justification	2023 Budget	2024 Budget	2025 Budget	2026 Budget	2027 Budget
<b>Carolina Village</b>								
	Lift Station Pumps & panels			\$ 50,000.00				
	CV WWTP - Refurbishment			\$ 150,000.00				
	Amortization of WWTP Initial Purchase				\$ 26,250.00	\$ 26,250.00	\$ 26,250.00	\$ 26,250.00
	Engineering Support - Construction plans			\$ 7,500.00				
	Construction Administration - Project coordination, inspection and submittal reviews			\$ 7,500.00				
	Equipment Changes / Additions			\$ -				
	01 - MOB/DEMOB			\$ 5,000.00				
	Shading			\$ 18,000.00				
	Dewatering			\$ 50,000.00				
	Outfall			\$ 15,000.00				
	Electrical			\$ 20,000.00				
	Wastewater Treatment Plant Replacement and Modification - Contributed			\$ -				
	Wastewater Treatment Plant Replacement and Modification			\$ 50,000.00				
	Equalization basin			\$ 50,000.00				
	WWTP - Electrical			\$ 25,000.00				
	Lift station Renewal			\$ 49,998.59				
	SSES Inspections			\$ 12,500.00				
	Manhole Renewal & Replacements			\$ 10,000.00				
	CPCN Allocation [124/1392]			\$ 4,462.75				
	Allocation of Financing Closing Cost [124/1392]			\$ 81,307.30				
	Inflow & Infiltration/Collection System Renewal & Replacement [2% OCRB]				\$ 32,922.88	\$ 32,922.88	\$ 32,922.88	\$ 32,922.88
	WWTP - Renewal & Replacement [2% WWTP OCRB]				\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00
<b>Totals</b>				<b>\$ 606,269</b>	<b>\$ 80,173</b>	<b>\$ 80,173</b>	<b>\$ 80,173</b>	<b>\$ 80,173</b>

# Carolina Village MHP and Residential Development

## Water and Sewer Cost Study

Last Revised  
March 30, 2016





### Carolina Village Capital Projects Cost Study

#### **Water Distribution System:**

This study does not attempt to estimate the capital cost of the water distribution system necessary to service the consolidated manufactured home community or the proposed water distribution system to service the proposed single-family residential community. Upon completion of planning and the development the cost of the distribution system may be estimated.

#### **Existing water system:**

The existing wells, storage and pumping facilities are considered by the writer, once current tank replacement and painting are completed, to be adequate for existing and future manufactured housing requirements.

#### **Water Production Capacity:**

The daily single family residential demand is 400 gallons per day per single-family residential unit. The water production capacity will be required to service up to 400 single-family residential units. Therefore, the daily flow required would be 160,000 gallons per day for the single-family residence. The daily manufactured home demand is 250 gallons per day per manufactured home unit. The water production capacity will be required to service up to 184 manufactured home units. Therefore, the daily flow required would be 46,000 gallons per day. Therefore, the total water production needed is expected to be 206,000 gallons per day. Based upon a State allowed well run time per day of twelve hours, the required well yield would be 292 gallons per minute. The two existing wells are thought to deliver approximately 90 gallons per minute each. Therefore, an additional 112 gallons per minute will be required to meet the required yield. Since, this will be required with the largest well out of service at the current production rate, a minimum new well capacity of 202 gallons per minute would actually be required.

#### **Water Storage Capacity:**

The Public Water Supply Section of NCDENR (PWS) requires one half day of storage of the total water production needed that is expected to be 210,000 gallons per day and would require 105,000 gallons of storage. In addition, if fire flow is to be provided in the developments, an additional 60,000 gallons of storage would be required as a minimum. Therefore the total storage required would be 165,000 gallons. The current storage tank has a volume of 94,232 gallons. Therefore, if fire protection is to be made available, addition storage in the amount of

70,768 gallons would be required. In the past, PWS would have required that because the development would be over three hundred residential units, that elevated storage would have been required. Although, this requirement maybe now be being relaxed, it is to be noted that in the past the only allowed variation on this requirement would have been to provide deep well aquifers with production greater than 400 gallons per minute. Because all production capacity must consider the largest well off line, in the past only two new wells of greater than 400 gallons per minute would have been considered to allow ground storage as replacement for elevated storage. Therefore, for the purposes of this study it will be assumed that two additional wells each of a yield greater than 400 gallons per minute will be required for this combined development. In addition, it will be assumed that additional storage will be provided by ground storage. Also, it is assumed that fire protection will be provided in the development. Since, ground storage will provide all storage, fire protection will be provided by high service pumps with back-up power.

**Water Production Phasing:**

The writer would recommend adding one high yield aquifer well as phase I before commencing with the residential subdivision. Upon completion of the first 100 single-family residences it is recommended that Phase II of the water production and storage plan be implemented along with installation of fire hydrants throughout the single-family residential development and if desired with inside the manufactured home community as well.

**Water Production and Storage Capital Cost:**

Exhibit "A" of this report breaks down the expected cost of additional well capacity, storage and fire and domestic pumping capacity. The expected capital cost is \$721,480.00. It is the opinion of the writer that the current water system is adequate for the proposed manufactured home development and that the capital cost of additional storage, production and pumping capacity should be accounted to the proposed single-family development. The cost per single family home would be \$1,804 for the expected 400 single-family residential units.

**Wastewater Treatment Collection System:**

This study does not attempt to estimate the capital cost of the collection system necessary to service the consolidated manufactured home community or the proposed collection system to service the proposed single-family residential community. Upon completion of planning of the development the cost of the collection system may be estimated.

**Wastewater Treatment Capacity:**

The wastewater treatment plant will service the existing manufactured homes as well as approximately 52 new additional manufactured units for a total of 184 manufactured home units. Assuming the average manufactured home to have two (2) bedrooms and a required flow of 120 gallons per day per bedroom, the required wastewater plant capacity to service the manufactured homes would be 48,000 gallons per day. The writer feels that with Infiltration and Inflow minimized in the existing and future system the required wastewater plant capacity to service the manufactured homes would be 23,000 gallons per day. In addition, the wastewater treatment plant will be required to service up to 400 single-family residential units. The required flow for the residential units assuming all units to the three-bedroom would be 144,000 gallons per day. Therefore, the manufactured home demand added to the single-family residential demand would be a maximum of 192,000 gallons per day. However, like the manufactured home development, the writer feels that the single-family residential will not require the full 360 gpd per single family residence, The writer feels if I and I is controlled that the actual requirement will be closer to 250 GPD per single family residential unit. Therefore, the writer feels it is appropriate to plan for an overall wastewater treatment plant capacity of 120,000 gallons per day. Further, the writer feels it is appropriate to build the wastewater plant in two phases of 60,000 gallons per day per phase at least as regards the disposal of wastewater and possibly in regards to wastewater treatment.

**Wastewater Treatment General:**

This proposed WWTP is to service the existing Carolina Village Manufactured Home Development which is being relocated to about one half of the manufactured home original development. A new residential development will be developed of the remaining balance of the original manufactured home community and additional adjoining property held by the owners. The expected daily flow will be solely domestic in nature and will average about 120,000 gallons per day. The plant will be feed by multiple force main lines to be submitted to NCDENR-WR under separate submittals. The force main for the manufactured home development will be feed by the existing influent duplex pump station.

Under option number one of this study, there will be three phases of this project. Each phase will have a dual train 60,000 membrane bioreactor treatment plant. The pump station will discharge to two Contec rotary screens that will screen the water and discharge the screened water to a combined equalization and 5-day holding basin. The equalization basin pump station will use two service pumps and one standby pump will pump the water to each of four trains of treatment of 30,000 GPD each using the Bardenpho process for nutrient reduction.

Sludge will be wasted to sludge holding comprised of the existing aeration basins which will have new diffusers and blowers.

The treated water will be disinfected using ultraviolet disinfection supplied in two units in series each of which is capable of treating the entire flow of 120,000 gallons per day.

The treated water will be discharged to a high-rate infiltration basin. Ground water around the high-rate infiltration basin will be lowered using a multiple well concept of 18 wells in groups of six with each six having a common duplex pump system that will send the water to a settling basin. The settling basin will allow oxidized iron and iron bacteria to settle out of the water before overflowing a spreader device into the existing drainage channel.

Should flows exceed the 120,000 GPD design a fifth and/or sixth train could be added to the plant as needed. A site for a third infiltration basin should be set aside in planning should the 120,000 GPD capacity be determined by flow to not be adequate.

#### **Wastewater Treatment Capital Cost:**

Neither option considered below takes into account cost already incurred by the owners.

#### **Option #1:**

This option is based on building the entire wastewater treatment plant in two independent phases. The first phase, however, does incorporate building the equalization basin, screening, equipment container, electrical service and controls for all three phases in the first phase. The first phase would have two (2) 15,000 GPD trains. The cost for this option is detailed in Exhibit "B" of this study. As noted in Exhibit "B", the cost estimated per single-family residence is \$4,856. The cost estimated per manufactured home is estimated to be \$2,503. For the purposes of this study, the cost of the wastewater treatment plant would be divided between the manufactured home community and the single-family residential community based on its contributing percentage of the total design flow for the facility. Therefore, the manufactured home community would bear 19% of the cost of the wastewater treatment plant and the residential development would bear the remaining 81%. The cost associated with the manufactured home community would be \$460,545 under this option. The cost associated with the residential community would be \$1,942,300 under this option. The total wastewater treatment plant cost for this option is \$2,402,846.

#### **Option #2:**

This option is based on building the entire wastewater treatment plant in one phase, but the disposal would be built in two phases. The cost for this option is detailed in Exhibit "C" of this study. As noted in Exhibit "C", the cost estimated per single-family residence is \$3,975.64. The

cost estimated per manufactured home is estimated to be \$2,049.30. For the purposes of this study, the cost of the wastewater treatment plant would be divided between the manufactured home community and the single-family residential community based on its contributing percentage of the total design flow for the facility. Therefore, the manufactured home community would bear 19% of the cost of the wastewater treatment plant and the residential development would bear the remaining 81%. The cost associated with the manufactured home community would be \$377,071 under this option. The cost associated with the residential community would be \$1,590,258 under this option. The total wastewater treatment plant cost for this option is \$1,967,329.

# Exhibit "A"

<b>Phase I</b>	
OneWell	\$91,500.00
Engineering	\$23,380.00
Hydrogeologist	\$14,600.00
<b>Phase II</b>	
Pump House and Controls	\$125,000.00
Chemical Feed Equipment	\$12,000.00
Booster Pumps	\$50,000.00
Proposed Tank	\$180,000.00
Piping	\$126,000.00
OneWell	\$91,500.00
Engineering	\$7,500.00
<b>Total</b>	<b>\$721,480.00</b>

# Exhibit "B"



Carolina Village Preliminary WWTP Cost Estimate

	Mild Steel 30,000 GPD Phase IA	Concrete 30,000 GPD Phase IA	Mild Steel 60,000 GPD Phase IB	Concrete 60,000 GPD Phase IB	Mild Steel 60,000 GPD Phase II	Concrete 60,000 GPD Phase II
A3 / ReUse Contract	\$594,531	\$475,896	\$594,531	\$475,896	\$833,762	\$576,301
Concrete Tanks	\$0	\$58,333	\$0	\$0	\$0	\$58,333
S & S SH Concrete Penetration Grating	\$0	\$0	\$21,085	\$21,085	\$0	\$0
Sludge Holding Blowers	\$0	\$0	\$15,000	\$15,000	\$0	\$0
Sludge Holding Drops and Diffusers	\$0	\$0	\$12,000	\$12,000	\$0	\$0
S & S EQ Tripods	\$0	\$0	\$15,500	\$15,500	\$0	\$0
Aerators	\$0	\$0	\$18,000	\$18,000	\$0	\$0
EQ/ 5 Day Holding Grading	\$10,000	\$10,000	\$0	\$0	\$0	\$0
EQ/ 5 Day Holding Liner	\$15,000	\$15,000	\$0	\$0	\$0	\$0
EQ/ 5 Day Holding Slabs	\$2,500	\$2,500	\$0	\$0	\$0	\$0
Shipping Container Concrete	\$5,000	\$5,000	\$0	\$0	\$0	\$0
Electrical Service	\$50,000	\$50,000	\$0	\$0	\$0	\$0
Site Electrical	\$50,000	\$50,000	\$50,000	\$50,000	\$15,000	\$15,000
Misc Piping	\$22,500	\$22,500	\$22,500	\$22,500	\$50,000	\$50,000
Infiltration Basins	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000
Ground Water Lowering	\$43,000	\$43,000	\$43,000	\$43,000	\$43,000	\$43,000
Settling Basin	\$12,500	\$12,500	\$0	\$0	\$12,500	\$12,500
Fencing	\$20,000	\$20,000	\$0	\$0	\$0	\$0
Hydrgeology	\$11,800	\$11,800	\$7,500	\$7,500	\$35,800	\$35,800
Engineering	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Estimate Total	\$895,031	\$834,730	\$861,616	\$742,981	\$1,024,262	\$825,134
Total All Phases						\$2,402,846
Cost per Single Family Residence						\$1,942,300.19
Total Cost to Single-Family						\$4,856
Cost per Manufactured Home						\$2,502.96
Total Cost to Manufactured Home						\$460,545.40

Note: Sales Tax to be paid by Owner or Utility if required  
 Note: Generator being provided by Owner  
 Note: Does not allow for cost to date  
 Note: Collection System not included  
 Note: Red denotes most likely selected tank material

# Exhibit "C"

**Carolina Village Preliminary WWTP Cost Estimate**

	Mild Steel 60,000 GPD Phase I	Concrete 60,000 GPD Phase I	Mild Steel 60,000 GPD Phase II	Concrete 60,000 GPD Phase II	
A3 / ReUse Contract	\$1,403,735	\$1,003,688	\$0	\$0	
Concrete Tanks	\$0	\$92,556	\$0	\$0	
S & S SH Concrete Penetration Grating	\$21,085	\$21,085	\$0	\$0	
Sludge Holding Blowers	\$15,000	\$15,000	\$0	\$0	
Sludge Holding Drops and Diffusers	\$12,000	\$12,000	\$0	\$0	
S & S EQ Tripods	\$15,500	\$15,500	\$0	\$0	
Aerators	\$18,000	\$18,000	\$0	\$0	
EQ/ 5 Day Holding Grading	\$10,000	\$10,000	\$0	\$0	
EQ/ 5 Day Holding Liner	\$15,000	\$15,000	\$0	\$0	
EQ/ 5 Day Holding Slabs	\$2,500	\$2,500	\$0	\$0	
Shipping Container Concrete	\$5,000	\$5,000	\$0	\$0	
Electrical Service	\$50,000	\$50,000	\$0	\$0	
Site Electrical	\$100,000	\$100,000	\$15,000	\$15,000	
Misc Piping	\$45,000	\$45,000	\$50,000	\$50,000	
Infiltration Basins	\$140,000	\$140,000	\$140,000	\$140,000	
Ground Water Lowering	\$86,000	\$86,000	\$86,000	\$86,000	
Settling Basin	\$12,500	\$12,500	\$12,500	\$12,500	
Fencing	\$20,000	\$20,000	\$0	\$0	
Hydrgeology	\$67,300	\$67,300	\$23,000	\$23,000	
Engineering	\$30,000	\$30,000	\$5,000	\$5,000	
Estimate Total	\$1,971,320	\$1,663,829	\$303,500	\$303,500	
Total All Phases					\$1,967,329
Total Cost Applied to Single-Family Residence					\$1,590,257.62
Cost per Single-Family Residence					\$3,975.64
Total Cost Applied to Manufactured Housing					\$377,071.39
Cost per Manufactured Home					\$2,049.30

Note: Sales Tax to be paid by Owner or Utility if required

Note: Generator being provided by Owner

Note: Does not allow for cost to date

Note: Collection System not included

**State of North Carolina**  
**Department of the Secretary of State**

**Limited Liability Company**  
**ARTICLES OF ORGANIZATION**

Pursuant to §57D-2-21 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is **Currituck Water and Sewer, LLC**.
2. There shall be no limit on the duration of the limited liability company.
3. The name and address of each person executing these articles of organization is as follows:  
John D. Love, Organizer, 3700 Glenwood Avenue, Suite 240, Raleigh, NC 27612.
4. The street address and county of the initial registered office of the limited liability company is: 3700 Glenwood Avenue, Suite 240, Raleigh, Wake County, NC 27612.
5. The mailing address of the initial registered office is 3700 Glenwood Avenue, Suite 240, Raleigh, Wake County, NC 27612.
6. The name of the initial registered agent is: Forrest Firm, P.C.
7. Principal office information:  
 The limited liability company does not have a principal office.
8. *This is a Manager-managed LLC* and except as provided by N.C.G.S. Section 57D-3-20(d), the members of this limited liability company shall not be managers by virtue of their status as members.
9. These Articles of Organization shall be deemed effective upon filing.

Dated: May 31, 2019

**Currituck Water and Sewer, LLC**



John D. Love, Organizer

Water System Detail Information

Water System No.: NC0427103 Federal Type: C  
 Water System Name: CAROLINA VILLAGE MHP Federal Source: GW  
 Principal County: CURRITUCK System Status: A  
 Served: MOYOCK Activity Date: 01-01-1970  
 Principal City Served: MOYOCK

Water System Contacts					
Type	Contact		Communication		
AC - Administrative Contact	MILLER, BOB PO BOX 265 ROSSVILLE, GA 30741		Phone Type	Value	
			BUS - Business	706-218-8800	
			BUS - Business	706-861-0958	
EC - Emergency Contact	BASADRE, FRANK				
EC - Emergency Contact	SMITH, BILLY				
EC - Emergency Contact	CREDLE, DAVID 103 WATER PLANT ROAD CAMDEN, NC 27921		Phone Type	Value	
			BUS - Business	252-335-1216	
OW - Owner	CAROLINA VILLAGE NC, LLC PO BOX 265 ROSSVILLE, GA 30741		Phone Type	Value	
			BUS - Business	706-861-0958	
PL - Physical Location Contact	NC0427103 - LOCATION 111 UNIVERSAL CIRCLE OFFICE MOYOCK, NC 27958				
Annual Operating Period(s)					
Eff. Begin Date	Eff. End Date	Start Month/Day	End Month/Day	Type	Population
11-01-2015	No End Date	1/1	12/31	R	305
Service Connection(s)					
Type	Count	Meter Type	Meter Size		
RS	120	UN	0		
Service Area(s)					
Code		Name			
R		MOBILE HOME PARK, PRINC. RES.			
Water System Facilities					
Fac. ID	Facility Name	Type Status Avail.	Unit Process Name Treatment Objective Name Treatment Process Name		
CH1	COMMON HEADER 1	CH - A - P			
D01	DISTRIBUTION SYSTEM	DS - A - P			
G01	STORAGE_GROUND	ST - A - P			
H01	STORAGE HYDRO	ST - A - P			
P01	TREATMENT_PLT_PLANT #1	TP - A - P	GENERIC UNIT	DISINFECTION	HYPOCHLORINATION, POST
			GENERIC UNIT	IRON REMOVAL	SEQUESTRATION

W01	WELL #1	WL - A - P					
W02	WELL #2	WL - A - P					
<b>Water System Facility Flows</b>							
Supplying Facility ID No.	Supplying Facility Name	Receiving Facility ID No.	Receiving Facility Name				
CH - CH1	COMMON HEADER 1	TP - P01	TREATMENT_PLT_PLANT #1				
TP - P01	TREATMENT_PLT_PLANT #1	DS - D01	DISTRIBUTION SYSTEM				
WL - W01	WELL #1	CH - CH1	COMMON HEADER 1				
WL - W02	WELL #2	CH - CH1	COMMON HEADER 1				
<b>Water Purchases</b>							
Water System No.	Water System Name	Water Finish					
No Water Purchases							
<b>Buyers of Water</b>							
Water System No.		Name					
No Buyers							
<b>Routine TCR Sample Schedules</b>							
Begin Date	End Date	Requirements					
09-01-2013	Continuous	1 RT/MN					
08-01-2013	08-31-2013	5 TR/MN					
08-01-2008	07-31-2013	1 RT/MN					
07-01-2008	07-31-2008	5 TR/MN					
01-01-1991	06-30-2008	1 RT/MN					
<b>Repeat TCR Sample Schedules</b>							
Begin Date	End Date	Requirements	Original Sample ID/Date				
10-06-2016	10-15-2016	3 RP/DL	8667-100516-018 / 10-05-2016				
<b>Group Non-TCR Sample Schedules</b>							
Facility	Begin/End Date	Init MP Begin Dt	Seasonal	State Year	Req.	Code	Analyte Group Name
D01	01-01-2014 Continuous	01-01-2014	8/1- 8/31	0	1 RT/YR	CDBP	CDS FOR DBP
D01	06-01-2018 09-30-2018	01-01-2017	6/1- 9/30	2	5 RT/3Y	CL90	CDS FOR LEAD COPPER
P01	01-01-2011 Continuous	01-01-2011		0	1 RT/3Y	CIOC	CDS FOR INORGANICS
P01	01-01-2011 Continuous	01-01-2011		0	1 RT/3Y	CIOS	CDS FOR SECONDARIES
P01	01-01-2005 Continuous	01-01-2005		0	1 RT/YR	CNO3	CDS FOR NITRATE
P01	01-01-2005 Continuous	01-01-2005		0	1 RT/3Y	CSOC	CDS FOR SOC
P01	01-01-2005 Continuous	01-01-2005		0	1 RT/3Y	CVOC	CDS FOR VOC
<b>Individual Non-TCR Sample Schedules</b>							

Facility	Begin/End Date	Init MP Begin Dt	Seasonal	State Year	Req.	Code	Analyte Name
<u>P01</u>	01-01-2008 Continuous	01-01-2008		0	1 RT/9Y	4000	GROSS ALPHA, EXCL. RADON & U
<u>P01</u>	01-01-2008 Continuous	01-01-2008		0	1 RT/9Y	4006	COMBINED URANIUM
<u>P01</u>	01-01-2008 Continuous	01-01-2008		0	1 RT/6Y	4010	COMBINED RADIUM (-226 & -228)
Group Violations							
Fed. Fiscal Year	Det. Date	Viol. Type	Viol. Name		An. Group	An. Group Name	
No Group Violations							
Individual Violations							
Viol. No.	Det. Date	Viol. Type	Viol. Name		An. Code	An. Name	
<u>1996-3796</u>	09-04-1996	23	MONITORING (TCR), ROUTINE MAJOR		3100	COLIFORM (TCR)	
<u>1996-3696</u>	07-27-1996	23	MONITORING (TCR), ROUTINE MAJOR		3100	COLIFORM (TCR)	
<u>1995-3595</u>	03-23-1995	23	MONITORING (TCR), ROUTINE MAJOR		3100	COLIFORM (TCR)	
<u>1994-185994</u>	07-15-1994	MR	STATE - MONITORING AND REPORTING		5000	LEAD & COPPER RULE	
<u>1993-3393</u>	12-26-1992	23	MONITORING (TCR), ROUTINE MAJOR		3100	COLIFORM (TCR)	
<u>1989-3289</u>	09-10-1989	03	MONITORING, ROUTINE MAJOR		3000	COLIFORM (PRE-TCR)	
<u>1986-3186</u>	04-18-1987	03	MONITORING, ROUTINE MAJOR		4000	GROSS ALPHA, EXCL. RADON & U	
<u>1985-2985</u>	01-31-1986	03	MONITORING, ROUTINE MAJOR		1030	LEAD	
<u>1985-2785</u>	01-31-1986	03	MONITORING, ROUTINE MAJOR		1050	SILVER	
<u>1985-2085</u>	04-30-1985	03	MONITORING, ROUTINE MAJOR		3000	COLIFORM (PRE-TCR)	
<u>1985-1985</u>	03-31-1985	03	MONITORING, ROUTINE MAJOR		3000	COLIFORM (PRE-TCR)	
<u>1985-1885</u>	02-28-1985	03	MONITORING, ROUTINE MAJOR		3000	COLIFORM (PRE-TCR)	
<u>1985-1785</u>	01-31-1985	03	MONITORING, ROUTINE MAJOR		3000	COLIFORM (PRE-TCR)	
<u>1985-1685</u>	11-30-1984	02	MCL, AVERAGE		3000	COLIFORM (PRE-TCR)	
<u>1984-1584</u>	09-30-1984	03	MONITORING, ROUTINE MAJOR		3000	COLIFORM (PRE-TCR)	
<u>1984-1484</u>	02-29-1984	03	MONITORING, ROUTINE MAJOR		3000	COLIFORM (PRE-TCR)	
		03	MONITORING, ROUTINE MAJOR		3000	COLIFORM (PRE-TCR)	

<u>1984-1384</u>	01-31-1984				
<u>1984-1284</u>	10-31-1983	03	MONITORING, ROUTINE MAJOR	3000	COLIFORM (PRE-TCR)
<u>1980-880</u>	09-23-1981	03	MONITORING, ROUTINE MAJOR	1050	SILVER
<u>1980-780</u>	09-23-1981	03	MONITORING, ROUTINE MAJOR	1040	NITRATE
<u>1980-1080</u>	09-23-1981	03	MONITORING, ROUTINE MAJOR	1035	MERCURY
<u>1980-1180</u>	09-23-1981	03	MONITORING, ROUTINE MAJOR	1030	LEAD
<u>1980-680</u>	09-23-1981	03	MONITORING, ROUTINE MAJOR	1025	FLUORIDE
<u>1980-480</u>	09-23-1981	03	MONITORING, ROUTINE MAJOR	1020	CHROMIUM
<u>1980-580</u>	09-23-1981	03	MONITORING, ROUTINE MAJOR	1015	CADMIUM
<u>1980-380</u>	09-23-1981	03	MONITORING, ROUTINE MAJOR	1010	BARIUM
<u>1980-280</u>	09-23-1981	03	MONITORING, ROUTINE MAJOR	1005	ARSENIC
<u>1980-980</u>	09-23-1981	03	MONITORING, ROUTINE MAJOR	1045	SELENIUM
<u>1981-181</u>	12-29-1980	03	MONITORING, ROUTINE MAJOR	3000	COLIFORM (PRE-TCR)
<u>2013-2638108</u>	12-18-2012	23	MONITORING (TCR), ROUTINE MAJOR	3100	COLIFORM (TCR)
<u>2013-2638107</u>	12-18-2012	27	MONITORING, ROUTINE (DBP), MAJOR	0999	CHLORINE
<u>2006-2638106</u>	12-08-2006	71	CCR REPORT	7000	CONSUMER CONFIDENCE RULE
<u>2005-1812305</u>	09-29-2005	71	CCR REPORT	7000	CONSUMER CONFIDENCE RULE
<u>2005-4205</u>	10-06-2004	71	CCR REPORT	7000	CONSUMER CONFIDENCE RULE
<u>2004-4104</u>	09-16-2003	71	CCR REPORT	7000	CONSUMER CONFIDENCE RULE
<u>2003-4003</u>	10-01-2002	71	CCR REPORT	7000	CONSUMER CONFIDENCE RULE
<u>2000-3900</u>	02-14-2000	71	CCR REPORT	7000	CONSUMER CONFIDENCE RULE
<u>1999-3899</u>	05-04-1999	23	MONITORING (TCR), ROUTINE MAJOR	3100	COLIFORM (TCR)
<u>1994-3494</u>	01-15-1994	51	INITIAL TAP SAMPLING (LCR)	5000	LEAD & COPPER RULE
<u>1993-34193</u>	12-26-1992	MR	STATE - MONITORING AND REPORTING	3100	COLIFORM (TCR)
<u>1989-121689</u>	09-18-1989	MR	STATE - MONITORING AND REPORTING	3000	COLIFORM (PRE-TCR)
		03	MONITORING, ROUTINE MAJOR	1020	CHROMIUM



<u>1985-3085</u>	01-31-1986				
<u>1985-2885</u>	01-31-1986	03	MONITORING, ROUTINE MAJOR	1040	NITRATE
<u>1985-2685</u>	01-31-1986	03	MONITORING, ROUTINE MAJOR	1045	SELENIUM
<u>1985-2585</u>	01-31-1986	03	MONITORING, ROUTINE MAJOR	1035	MERCURY
<u>1985-2485</u>	01-31-1986	03	MONITORING, ROUTINE MAJOR	1025	FLUORIDE
<u>1985-2185</u>	01-31-1986	03	MONITORING, ROUTINE MAJOR	1005	ARSENIC
<u>1985-2285</u>	01-31-1986	03	MONITORING, ROUTINE MAJOR	1010	BARIUM
<u>1985-2385</u>	01-31-1986	03	MONITORING, ROUTINE MAJOR	1015	CADMIUM
<u>1985-336785</u>	05-14-1985	MR	STATE - MONITORING AND REPORTING	3000	COLIFORM (PRE-TCR)
<u>1985-321785</u>	04-17-1985	MR	STATE - MONITORING AND REPORTING	3000	COLIFORM (PRE-TCR)
<u>1985-304985</u>	03-18-1985	MR	STATE - MONITORING AND REPORTING	3000	COLIFORM (PRE-TCR)
<u>1985-291385</u>	02-23-1985	MR	STATE - MONITORING AND REPORTING	3000	COLIFORM (PRE-TCR)
<u>1985-218785</u>	11-25-1984	MC	STATE - MAXIMUM CONTAMINANT LEVEL	3000	COLIFORM (PRE-TCR)
<u>1984-462784</u>	10-17-1984	MR	STATE - MONITORING AND REPORTING	3000	COLIFORM (PRE-TCR)
<u>1984-327084</u>	03-20-1984	MR	STATE - MONITORING AND REPORTING	3000	COLIFORM (PRE-TCR)
<u>1984-310484</u>	02-19-1984	MR	STATE - MONITORING AND REPORTING	3000	COLIFORM (PRE-TCR)
<u>1984-254684</u>	11-21-1983	MR	STATE - MONITORING AND REPORTING	3000	COLIFORM (PRE-TCR)

Recent Positive TCR Sample Results

Type/ RP Loc	Sample No.	Date	Sample Point	Sample Pt. Description	Lab ID	Result / Analyte / Method / MP			
TG	<u>8667-100616-RW2</u> <u>(8667-100516-018)</u> <u>(10-05-2016)</u>	10-06-2016	RW2	RAW WATER	37715	P	COLIFORM (TCR) (3100)	9223B	
						A	E. COLI(3014)	9223B	
8667-100516-018									
TG	<u>8667-100616-RW1</u> <u>(8667-100516-</u>	10-06-2016	RW1	RAW WATER	37715	P	COLIFORM (TCR) (3100)	9223B	
						A	E. COLI(3014)	9223B	
8667-100516-018									

	018) (10-05-2016)								
RT	8667- 100516- 018	10-05-2016	RTOR	ROUTINE ORIGINAL	37715	P	COLIFORM (TCR) (3100)	9223B	10-01-2016 10-31-2016
						A	E. COLI(3014)	9223B	10-01-2016 10-31-2016
018-KITCHEN									

PBCU Sample Summary Results						
MP Begin Date	Type	# Samples	Measure	Units	Analyte Code/Name	
01-01-2014 12-31-2016	AL	0 Exceeding Action Level			CU90 - COPPER SUMMARY	
01-01-2014 12-31-2016	95%	10	0	MG/L	CU90 - COPPER SUMMARY	
01-01-2014 12-31-2016	90%	10	0	MG/L	CU90 - COPPER SUMMARY	
01-01-2014 12-31-2016	95%	10	0	MG/L	PB90 - LEAD SUMMARY	
01-01-2014 12-31-2016	AL	0 Exceeding Action Level			PB90 - LEAD SUMMARY	
01-01-2014 12-31-2016	90%	10	0	MG/L	PB90 - LEAD SUMMARY	
01-01-2011 12-31-2013	95%	10	.0495	MG/L	CU90 - COPPER SUMMARY	
01-01-2011 12-31-2013	90%	10	0	MG/L	CU90 - COPPER SUMMARY	
01-01-2011 12-31-2013	AL	0 Exceeding Action Level			CU90 - COPPER SUMMARY	
01-01-2011 12-31-2013	90%	10	0	MG/L	PB90 - LEAD SUMMARY	
01-01-2011 12-31-2013	95%	10	.0065	MG/L	PB90 - LEAD SUMMARY	
01-01-2011 12-31-2013	AL	0 Exceeding Action Level			PB90 - LEAD SUMMARY	
01-01-2008 12-31-2010	95%	10	0	MG/L	CU90 - COPPER SUMMARY	
01-01-2008 12-31-2010	90%	10	0	MG/L	CU90 - COPPER SUMMARY	
01-01-2008 12-31-2010	AL	0 Exceeding Action Level			CU90 - COPPER SUMMARY	
01-01-2008 12-31-2010	90%	10	0	MG/L	PB90 - LEAD SUMMARY	
01-01-2008 12-31-2010	AL	0 Exceeding Action Level			PB90 - LEAD SUMMARY	
01-01-2008 12-31-2010	95%	10	0	MG/L	PB90 - LEAD SUMMARY	

01-01-2005 12-31-2007	95%	10	0	MG/L	CU90 - COPPER SUMMARY
01-01-2005 12-31-2007	90%	10	0	MG/L	CU90 - COPPER SUMMARY
01-01-2005 12-31-2007	AL	0 Exceeding Action Level			CU90 - COPPER SUMMARY
01-01-2005 12-31-2007	AL	0 Exceeding Action Level			PB90 - LEAD SUMMARY
01-01-2005 12-31-2007	95%	10	0	MG/L	PB90 - LEAD SUMMARY
01-01-2005 12-31-2007	90%	10	0	MG/L	PB90 - LEAD SUMMARY

Site Visits

Reason	Date
TECH	09-21-2016
CNST	06-09-2016
OM	05-19-2016
CNST	05-04-2016
TECH	03-21-2016
SITE	01-28-2016
SITE	12-17-2015
SNSV	11-12-2015
OM	09-08-2015
OM	06-23-2015
INVG	04-21-2015
OM	02-12-2015
OM	11-19-2014
INVG	09-09-2014
SNSV	04-22-2014
OM	12-12-2013

Recent Primary/Secondary Sample Results

Fac./ Site	Sample No.	Date	An. Code	Analyte	Result	Unit	Method
P01-002	8667-011316-002I	01-13-2016	1074	ANTIMONY, TOTAL	ND		200.8
P01-002	8667-011316-002I	01-13-2016	1005	ARSENIC	ND		200.8
P01-002	8667-011316-002I	01-13-2016	1010	BARIUM	ND		200.8
P01-002	8667-011316-002I	01-13-2016	1075	BERYLLIUM, TOTAL	ND		200.8
P01-002	8667-011316-002I	01-13-2016	1015	CADMIUM	ND		200.8
P01-002	8667-011316-002I	01-13-2016	1020	CHROMIUM	ND		200.8
P01-002	8667-011316-002I	01-13-2016	1024	CYANIDE	ND		4500CN-E
P01-002	8667-011316-002I	01-13-2016	1025	FLUORIDE	0.200000	MG/L	4500F-C
P01-002	8667-011316-002I	01-13-2016	1035	MERCURY	ND		200.8

P01-002	8667-011316-002I	01-13-2016	1036	NICKEL	ND		200.8
P01-002	8667-011316-002I	01-13-2016	1045	SELENIUM	ND		200.8
P01-002	8667-011316-002I	01-13-2016	1085	THALLIUM, TOTAL	ND		200.8
Recent SOC Sample Results							
Fac./Site	Sample No.	Date	An. Code	Analyte	Result	Unit	Method
P01-002	8667-012815-002S	01-28-2015	2110	2,4,5-TP	ND		515.4
P01-002	8667-012815-002S	01-28-2015	2105	2,4-D	ND		515.4
P01-002	8667-012815-002S	01-28-2015	2050	ATRAZINE	ND		525.2
P01-002	8667-012815-002S	01-28-2015	2010	BHC-GAMMA	ND		525.2
P01-002	8667-012815-002S	01-28-2015	2959	CHLORDANE	ND		525.2
P01-002	8667-012815-002S	01-28-2015	2031	DALAPON	ND		515.4
P01-002	8667-012815-002S	01-28-2015	2041	DINOSEB	ND		515.4
P01-002	8667-012815-002S	01-28-2015	2005	ENDRIN	ND		525.2
P01-002	8667-012815-002S	01-28-2015	2065	HEPTACHLOR	ND		525.2
P01-002	8667-012815-002S	01-28-2015	2067	HEPTACHLOR EPOXIDE	ND		525.2
P01-002	8667-012815-002S	01-28-2015	2051	LASSO	ND		525.2
P01-002	8667-012815-002S	01-28-2015	2015	METHOXYCHLOR	ND		525.2
P01-002	8667-012815-002S	01-28-2015	2326	PENTACHLOROPHENOL	ND		515.4
P01-002	8667-012815-002S	01-28-2015	2040	PICLORAM	ND		515.4
P01-002	8667-012815-002S	01-28-2015	2037	SIMAZINE	ND		525.2
P01-002	8667-012815-002S	01-28-2015	2020	TOXAPHENE	ND		525.2
Recent RVOC Sample Results							
Fac./Site	Sample No.	Date	An. Code	Analyte	Result	Unit	Method
P01-002	8667-100814-002V	10-08-2014	2981	1,1,1-TRICHLOROETHANE	ND		502.2
P01-002	8667-100814-002V	10-08-2014	2985	1,1,2-TRICHLOROETHANE	ND		502.2
P01-002	8667-100814-002V	10-08-2014	2977	1,1-DICHLOROETHYLENE	ND		502.2

P01-002	8667-100814-002V	10-08-2014	2378	1,2,4-TRICHLOROBENZENE	ND	502.2
P01-002	8667-100814-002V	10-08-2014	2980	1,2-DICHLOROETHANE	ND	502.2
P01-002	8667-100814-002V	10-08-2014	2983	1,2-DICHLOROPROPANE	ND	502.2
P01-002	8667-100814-002V	10-08-2014	2990	BENZENE	ND	502.2
P01-002	8667-100814-002V	10-08-2014	2982	CARBON TETRACHLORIDE	ND	502.2
P01-002	8667-100814-002V	10-08-2014	2989	CHLOROBENZENE	ND	502.2
P01-002	8667-100814-002V	10-08-2014	2380	CIS-1,2-DICHLOROETHYLENE	ND	502.2
P01-002	8667-100814-002V	10-08-2014	2964	DICHLOROMETHANE	ND	502.2
P01-002	8667-100814-002V	10-08-2014	2992	ETHYLBENZENE	ND	502.2
P01-002	8667-100814-002V	10-08-2014	2968	O-DICHLOROBENZENE	ND	502.2
P01-002	8667-100814-002V	10-08-2014	2969	P-DICHLOROBENZENE	ND	502.2
P01-002	8667-100814-002V	10-08-2014	2996	STYRENE	ND	502.2
P01-002	8667-100814-002V	10-08-2014	2987	TETRACHLOROETHYLENE	ND	502.2
P01-002	8667-100814-002V	10-08-2014	2991	TOLUENE	ND	502.2
P01-002	8667-100814-002V	10-08-2014	2979	TRANS-1,2-DICHLOROETHYLENE	ND	502.2
P01-002	8667-100814-002V	10-08-2014	2984	TRICHLOROETHYLENE	ND	502.2
P01-002	8667-100814-002V	10-08-2014	2976	VINYL CHLORIDE	ND	502.2
P01-002	8667-100814-002V	10-08-2014	2955	XYLENES, TOTAL	ND	502.2

**Project Detail**

11/30/2016

**Serial No:** 08-01299      **Project Type:** CHEMICAL FEED SYSTEM IMPRVMT  
**Water System No.** NC0427103  
**Water System Name:** CAROLINA VILLAGE MHP      **County:** CURRITUCK  
**Description:** WELLS # 1 & 2 ON 100 UNIVERSAL CIRCLE/CAROLINA VILLAGE

**Applicant**

Name	Address	App Fee
ERIC FAIRMAN	821 W ELEVEN MILE ROYAL OAK MI 48067	\$ 100.00

**State Contact**

Name	Title	Phone	Email
HSO	REVIEW ENGINEER NC PUBLIC WATER SUPPLY SECTION	919-707-9064	shashi.bhatta@ncdenr.gov

**Consulting Firms and Contacts**

Name	Address	Phone	Email
BURGIN ENGINEERING INC	PO BOX 1804  IRMO SC 29063		

**Project Events**

Event	Date	Comments
FINAL APPROVAL ISSUED	2/22/2013	TLK PER HOU - PROJECT FOR CHEMICAL FEED SYSTEM ADDITION ONLY
ENGR CERT RECEIVED	2/22/2013	10284 OK PER HOU - PROJECT FOR CHEMICAL FEED SYSTEM ADDITION ONLY
APPLICANT CERT RECEIVED	2/22/2013	
Session Law ATC Extension (original 2+3Yrs)	3/29/2011	
ATC EXPIRE REMINDER LETTER SENT	3/29/2011	
APPROVED PROJECT MAILED	5/14/2009	
AUTH TO CONSTRUCT ISSUED	5/8/2009	OU FOR CHEMICAL FEED ADDITION ONLY
LIMITED APPROVAL	5/7/2009	NO WSMP SYSTEM HAD NEVER BEEN APPROVED BY DEH, LIMIT APPROVAL FOR THIS PROJECT ONLY
REPLY TO COMMENTS RECVD	4/21/2009	
COMMENT LETTER SENT	1/22/2009	SEPARATION OF INJECTION POINT
REPLY TO COMMENTS RECVD	12/29/2008	
COMMENT LETTER SENT	8/29/2008	
PULLED FOR REVIEW	8/29/2008	OU
APPLICATION RECEIVED	8/5/2008	PROJECT OPENED

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Nov 14 2023

**Project Detail**

11/30/2016

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Nov 14 2023

**Serial No:** 08-01299      **Project Type:** CHEMICAL FEED SYSTEM IMPRVMT  
**Water System No.** NC0427103  
**Water System Name:** CAROLINA VILLAGE MHP      **County:** CURRITUCK  
**Description:** WELLS # 1 & 2 ON 100 UNIVERSAL CIRCLE/CAROLINA VILLAGE

**Applicant**

Name	Address	App Fee
ERIC FAIRMAN	821 W ELEVEN MILE ROYAL OAK MI 48067	\$ 100.00

**State Contact**

Name	Title	Phone	Email
HSO	REVIEW ENGINEER NC PUBLIC WATER SUPPLY SECTION	919-707-9064	shashi.bhatta@ncdenr.gov

**Consulting Firms and Contacts**

Name	Address	Phone	Email
BURGIN ENGINEERING INC	PO BOX 1804  IRMO SC 29063		

**Project Events**

Event	Date	Comments
FINAL APPROVAL ISSUED	2/22/2013	TLK PER HOU - PROJECT FOR CHEMICAL FEED SYSTEM ADDITION ONLY
ENGR CERT RECEIVED	2/22/2013	10284 OK PER HOU - PROJECT FOR CHEMICAL FEED SYSTEM ADDITION ONLY
APPLICANT CERT RECEIVED	2/22/2013	
Session Law ATC Extension (original 2+3Yrs)	3/29/2011	
ATC EXPIRE REMINDER LETTER SENT	3/29/2011	
APPROVED PROJECT MAILED	5/14/2009	
AUTH TO CONSTRUCT ISSUED	5/8/2009	OU FOR CHEMICAL FEED ADDITION ONLY
LIMITED APPROVAL	5/7/2009	NO WSMP SYSTEM HAD NEVER BEEN APPROVED BY DEH, LIMIT APPROVAL FOR THIS PROJECT ONLY
REPLY TO COMMENTS RECVD	4/21/2009	
COMMENT LETTER SENT	1/22/2009	SEPARATION OF INJECTION POINT
REPLY TO COMMENTS RECVD	12/29/2008	
COMMENT LETTER SENT	8/29/2008	
PULLED FOR REVIEW	8/29/2008	OU
APPLICATION RECEIVED	8/5/2008	PROJECT OPENED

**Project Detail**

11/30/2016

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Nov 14 2023

**Serial No:** 15-00108      **Project Type:** EXISTING TANK REHABILITATION  
**Water System No.** NC0427103  
**Water System Name:** CAROLINA VILLAGE MHP      **County:** CURRITUCK  
**Description:** PRESSURE TANK, III UNIVERSAL CIRCLE MOYOCK NC

**Applicant**

Name	Address	App Fee
WADE BLACK	111 UNIVERSAL CIRCLE MOYOCK NC 27958	\$ 50.00

**State Contact**

Name	Title	Phone	Email
SMC	REVIEW ENGINEER NC PUBLIC WATER SUPPLY SECTION	919-707-9064	shashi.bhatta@ncdenr.gov

**Consulting Firms and Contacts**

Name	Address	Phone	Email
SOUTHERN CORROSION, INC.	738 THELMA ROAD  ROANOKE RAPIDS NC 27870	252-535-1777	

**Project Events**

Event	Date	Comments
PROJ. TERM. BY APPLICANT	7/12/2016	PER FORM FROM BOB MILLER/EMAIL FROM CLIF WHITFIELD/WARO DATED 7/11/16
APPROVAL OF PLANS	2/18/2015	SMC
APPLICATION RECEIVED	2/12/2015	PROJECT OPENED



# Carolina Village WWTP MBR

## Wastewater Treatment Plant Upgrade/Phase I-60,000gpd

REV	DESCRIPTION	DATE
1	ISSUE FOR PERMITTING	11/14/2023
2	REVISED PERMITTING COMMENTS	11/14/2023
3	REVISED PERMITTING COMMENTS	11/14/2023
4	REVISED PERMITTING COMMENTS	11/14/2023
5	REVISED PERMITTING COMMENTS	11/14/2023
6	REVISED PERMITTING COMMENTS	11/14/2023
7	REVISED PERMITTING COMMENTS	11/14/2023
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35	REVISED PERMITTING COMMENTS	11/14/2023

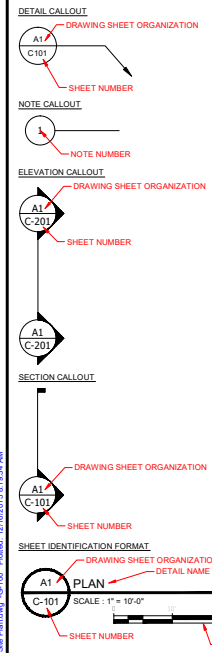
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Nov-14-2023

Carolina Village WWTP MBR - Wastewater Treatment Plant Upgrade/Phase I-60,000gpd

PROJECT NO.: #65-003

G-100 COVER SHEET (1 of 35)



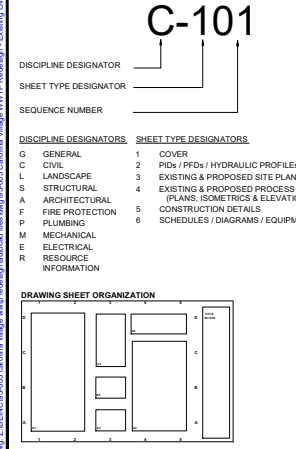
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**LOCATION MAP**  
SCALE: AS SHOWN



**BIRD'S EYE VIEW**  
SCALE: NTS

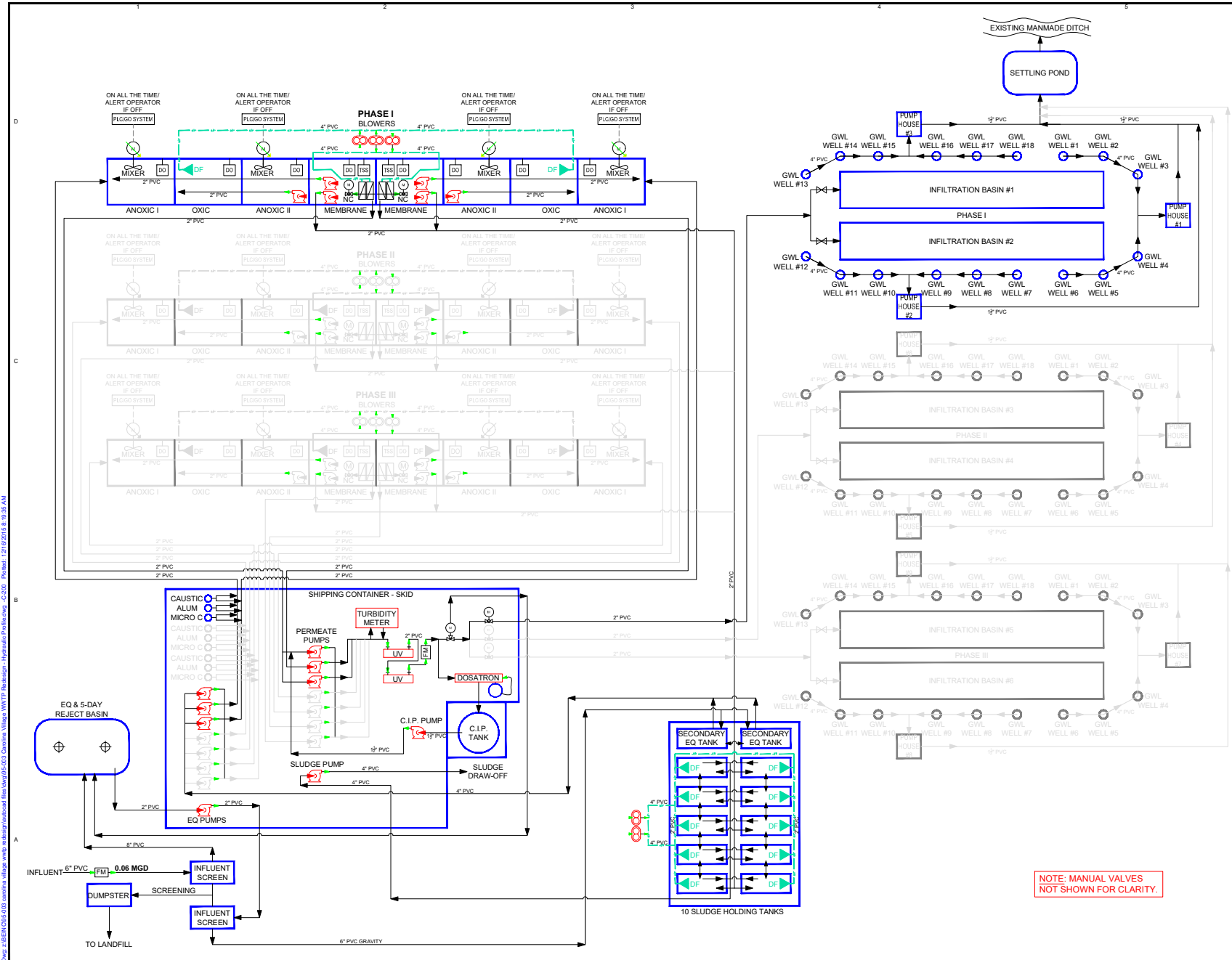


**PREPARED FOR:**  
**Frank Basadre**  
**6497 Basa Lake Lane**  
**Harrison, TN 37341**  
**Phone: (423) 488-1924**

**PREPARED BY:**  
**BURGIN ENGINEERING, INC.**  
**PO Box 1804**  
**Irmo, SC 29063**  
**803-781-2965**

Sheet List Table			
DWG NO	SHT NO	DRAWING TITLE	REV NO
1	G-100	COVER SHEET	2
2	C-200	PROPOSED PROCESS FLOW DIAGRAM	0
3	C-201	PROPOSED HYDRAULIC PROFILE	0
4	C-300	EXISTING OVERALL SITE PLAN	0
5	C-301	PROPOSED OVERALL SITE PLAN	0
6	C-302	EXISTING SOILS MAP	0
7	C-303	EXISTING SITE LAYOUT	0
8	C-304	EXISTING WWTP SITE PLAN	0
9	C-305	PROPOSED DEMOLITION SITE PLAN	1
10	C-306	PROPOSED GREEN AREA SITE PLAN	0
11	C-307	PROPOSED SITE LAYOUT	0
12	C-308	PROPOSED EQ & 5-DAY REJECT BASIN	0
13	C-309	PROPOSED INFILTRATION BASINS & SETTLING POND	0
14	C-400	EXISTING WWTP MODEL - ELEV & SECTION	0
15	C-401	EXISTING WWTP MODEL - DETAILS 1	0
16	C-402	EXISTING WWTP MODEL - DETAILS 2	0
17	C-403	EXISTING EQ TANK MODEL	0
18	C-404	EXISTING PUMP STATION MODEL	0
19	C-405	PROPOSED WWTP UPGRADES MODEL - ELEV & SECTION	0
20	C-406	PROPOSED WWTP UPGRADES MODEL - DETAILS	0
21	C-407	PROPOSED CONTEC SCREEN MODEL	0
22	C-408	PROPOSED EQ & 5-DAY REJECT BASIN MODEL - AERATOR DETAILS	0
23	C-409	PROPOSED SHIPPING CONTAINER PUMP SKID - MODEL	0
24	C-410	PROPOSED SHIPPING CONTAINER PUMP SKID - ISO & SECTIONS	0
25	C-411	PROPOSED WWTP UPGRADES MODEL - ISOMETRIC	0
26	C-412	PROPOSED MBR TANK MODEL - ISOMETRIC	0
27	C-413	PROPOSED MBR TANK MODEL - PLAN and ELEVATIONS	0
28	C-414	PROPOSED MBR TANK MODEL - SECTIONS 1	0
29	C-415	PROPOSED MBR TANK MODEL - SECTIONS 2	0
30	C-416	PROPOSED MBR TANK - CATWALK SUPPORT PLATE DETAIL	0
31	C-417	OPTIONAL MBR CONCRETE TANK - PLAN and ELEVATION	1
32	C-418	PROPOSED GWL PUMP STATION MODEL	0
33	C-500	PROPOSED GWL WELLS & POND LINER - DETAILS	0
34	C-501	MISCELLANEOUS DETAILS - SHEET 1	0
35	C-502	MISCELLANEOUS DETAILS - SHEET 2	0

dwg\_Z:\BEN\05-003\carolina\_village\_wwtp\_upgrade\0500 Carolina Village WWTP Upgrade - Existing Overall Site Plans.dwg - C-100 - 12/16/2018 8:19:44 AM



**LEGEND:**

- CENTRIFUGAL PUMP
- BLOWER
- UV
- DIRECTION OF FLOW
- 3-WAY VALVE
- AUTOMATIC 3-WAY VALVE
- AUTOMATIC VALVE
- MIXER
- MEMBRANE
- ELECTROMAGNETIC FLOW METER
- EFFLUENT MONITOR
- AIR PIPING
- PROCESS PIPING
- LEVEL FLOAT
- LIQUID LEVEL TRANSDUCER
- DISSOLVED OXYGEN
- MIXED LIQUOR SUSPENDED SOLID
- PRESSURE SENSOR
- pH SENSOR
- AERATOR
- MOTOR
- DIFFUSER

**Project:**  
**Carolina Village WWTP MBR**  
 Wastewater Treatment Plant Upgrade/  
 Phase I-60,000gpd

**Sheet Title:**  
**PROPOSED PROCESS FLOW DIAGRAM**

**Owner:**  
 Frank Basadre  
 6497 Basa Lake Lane  
 Harrison, TN 37341  
 Phone: (423) 488-1924

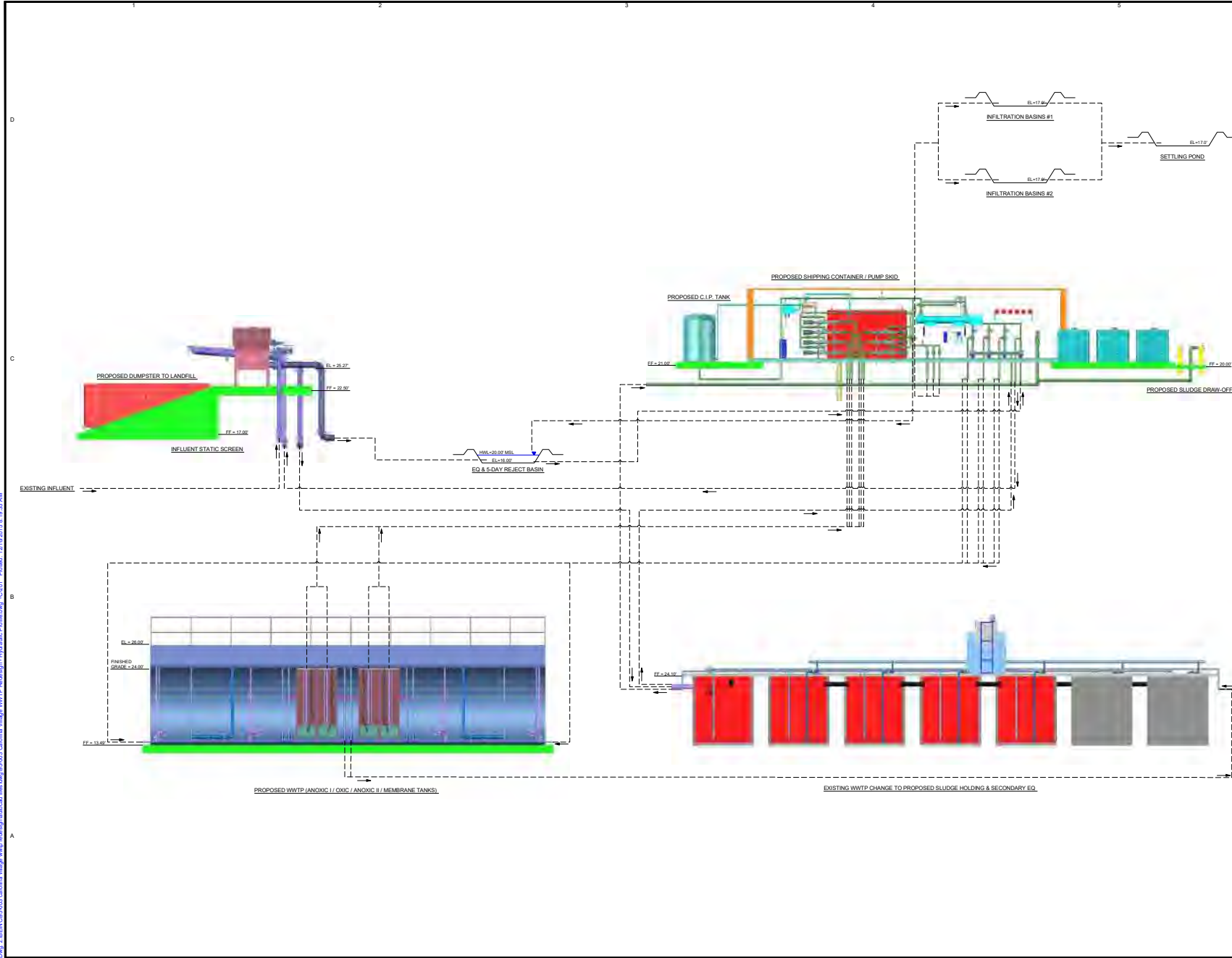
**Designed By:** RGB **Sheet No.:** C-200  
**Drawn By:** SEB  
**Checked By:** RGB  
**Approved By:** RGB **2 of 35**

**Original Release Date:** 26 FEB 2016 **Arch D Size Sheet**  
**Scale:** 1" = 10'-0" **Project No.:** #95-003

**PO BOX 1804 IRMO, SC 29063**  
**(803) 781-2965**

P:\1333\1333-005-000 Carolina Village WWTP Re-design - Hydraulic Modeling - C-200 - Release - 12/10/2016 11:19:35 AM  
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NOTE: MANUAL VALVES NOT SHOWN FOR CLARITY.



REV	DESCRIPTION	DATE
Project: <b>Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd</b>		
Sheet Title: <b>PROPOSED HYDRAULIC PROFILE</b>		
Owner: Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924		
Designed By: RGB Drawn By: SEB Checked By: RGB Approved By: RGB	<b>C-201</b> 3 of 35	
Original Release Date: 26 FEB 2016		Arch D Size Sheet
Scale: 1" = 10'-0"		Project No.: #95-003
PO BOX 1804 IRMO, SC 29063 (803) 781-2965		

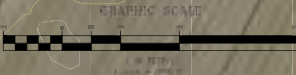
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Project: <b>Carolina Village WWTP MBR                  Wastewater Treatment Plant Upgrade/                  Phase 1-60,000gpd</b>	
Sheet Title: <b>EXISTING OVERALL SITE PLAN</b>	
Owner: Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924	
Designed By: <u>          </u> RGB Drawn By: <u>          </u> LRB/SEB Checked By: <u>          </u> RGB Approved By: <u>          </u> RGB	Sheet No: <b>C-300</b> 4 of 33
Date: <u>          </u> 26 FEB 2016 Scale: <u>          </u> 1" = 200'-0"	Arch D Size Sheet Project No: <u>          </u> #55-903
	
PO BOX 1804 IRMO, SC 29063 (803) 781-2965	

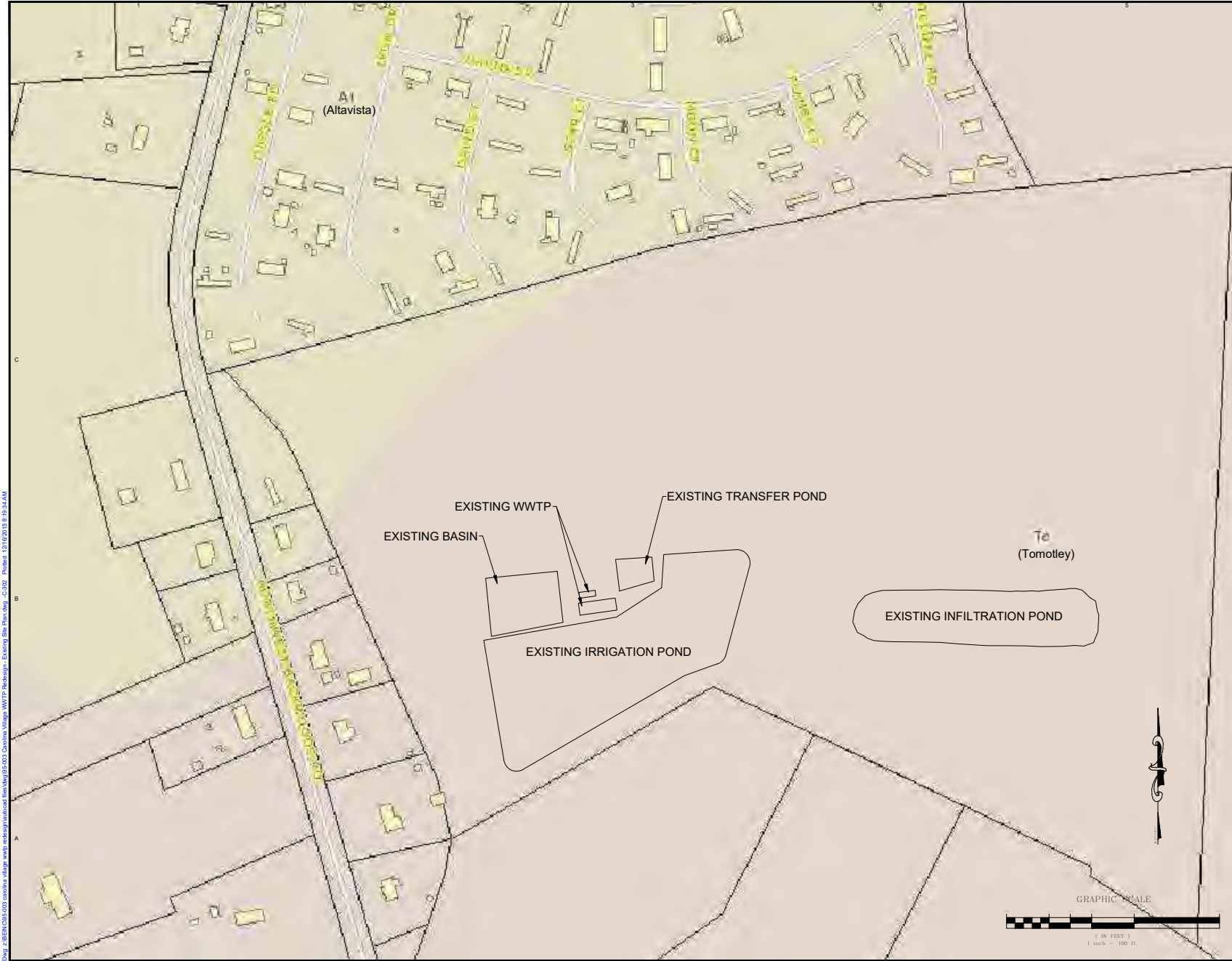
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<p><b>Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase 1-60,000gpd</b></p>	
<p><b>PROPOSED OVERALL SITE PLAN</b></p>	
<p>Owner: Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924</p>	
<p>Designed By: LRB/SEB Drawn By: LRB/SEB Checked By: RCB Approved By: RCB</p>	<p>Sheet No: <b>C-301</b> 5 of 35</p>
<p>Date: 26 FEB 2016 Scale: 1" = 100'-0"</p>	<p>Arch D Size Sheet Project No: #55-003</p>
 <p>GRAPHIC SCALE 1" = 100'</p>	<p>PO BOX 1804 IRMO, SC 29063 (803) 781-2965</p>



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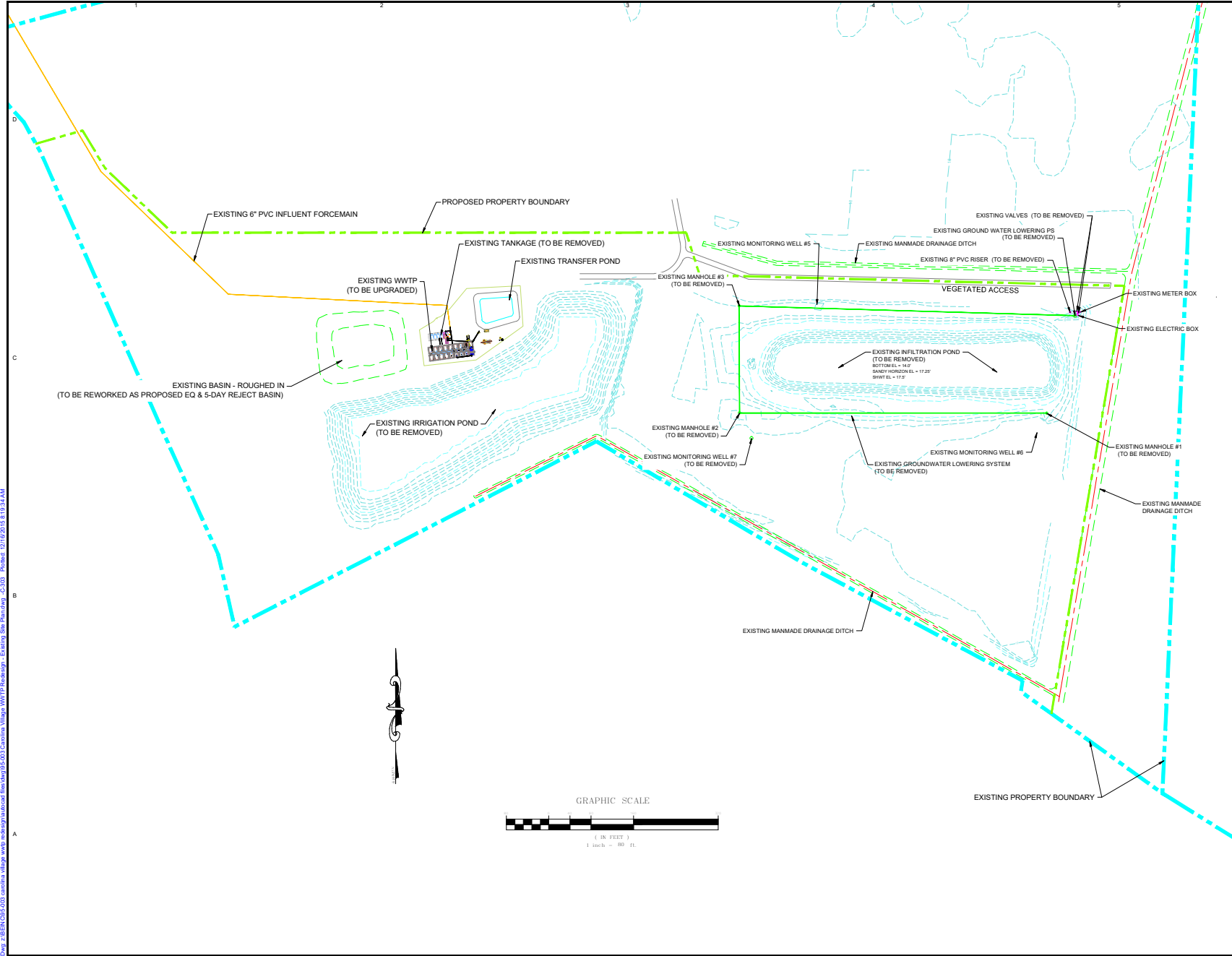
REV#	DESCRIPTION	DATE

**BEFORE YOU DIG!**

CALL 1-800-632-6669  
IT'S THE LAW!

<b>Project:</b> Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd	
<b>Sheet Title:</b> EXISTING SOILS MAP	
<b>Owner:</b> Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924	
<b>Designed By:</b> RGB	<b>Sheet No.:</b>
<b>Drawn By:</b> SEB	<b>C-302</b>
<b>Checked By:</b> RGB	6 of 35
<b>Approved By:</b> RGB	Arch D Size Sheet
<b>Original Release Date:</b> 26 FEB 2016	Arch D Size Sheet
<b>Scale:</b> 1" = 100'-0"	<b>Project No.:</b> #95-003
26 FEB 2016	[Redacted]
PO BOX 1804 IRMO, SC 29063 (803) 781-2965	


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REV	DESCRIPTION	DATE

**BEFORE YOU DIG!**



CALL 1-800-632-4969  
IT'S THE WAY!

<b>Project:</b> Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd	
<b>Sheet Title:</b> EXISTING SITE LAYOUT	
<b>Owner:</b> Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924	
<b>Designed By:</b> RGB	<b>Sheet No.:</b>
<b>Drawn By:</b> SEB	C-303
<b>Checked By:</b> RGB	
<b>Approved By:</b> RGB	7 of 35
<b>Original Release Date:</b> 26 FEB 2016	Arch D Size Sheet
<b>Scale:</b> 1" = 80'-0"	Project No.: #95-003

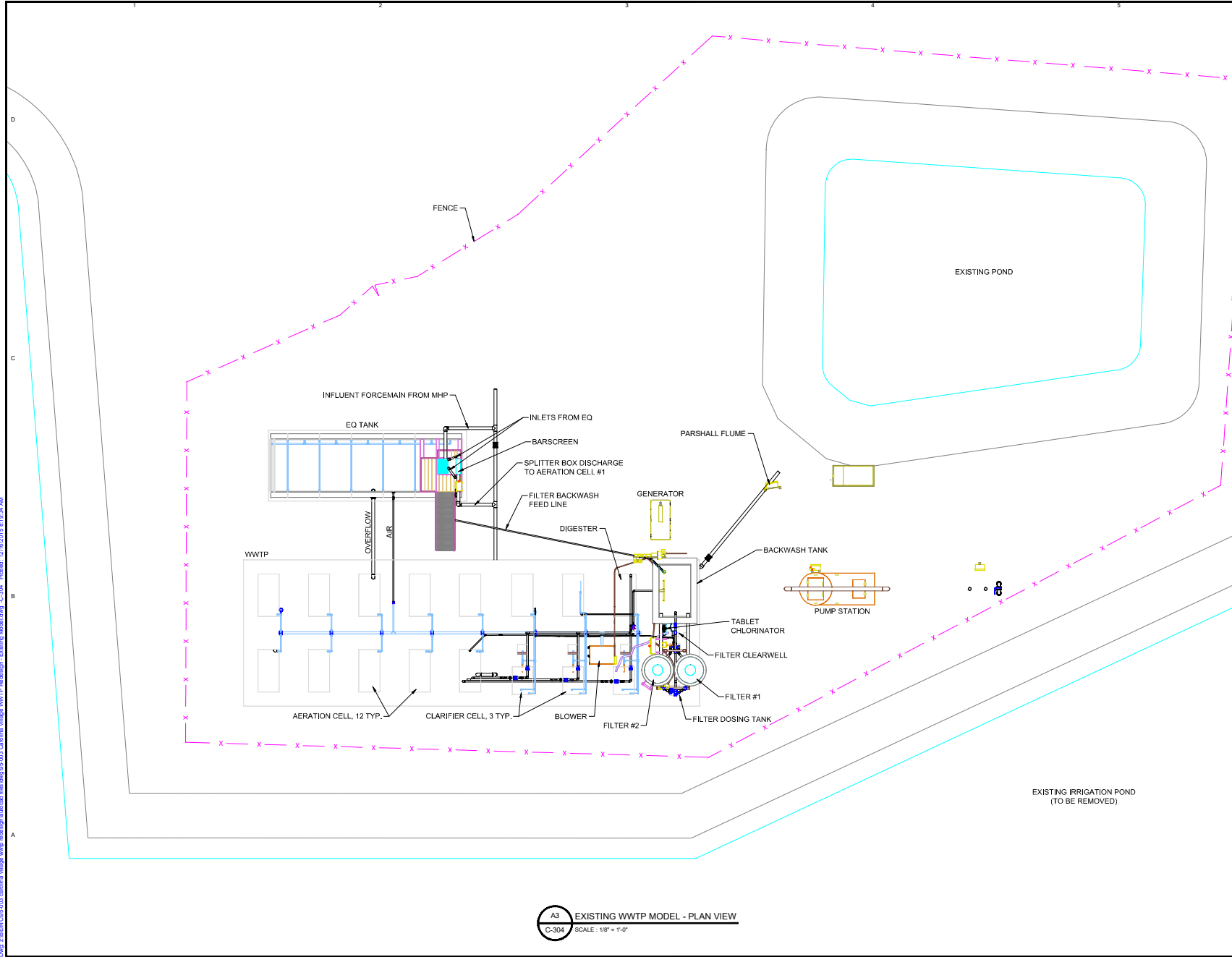
26 FEB 2016

PO BOX 1804 IRMO, SC 29063  
(803) 781-2965

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Nov-14-2023



REV	DESCRIPTION	DATE

**BEFORE YOU DIG!**

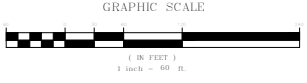
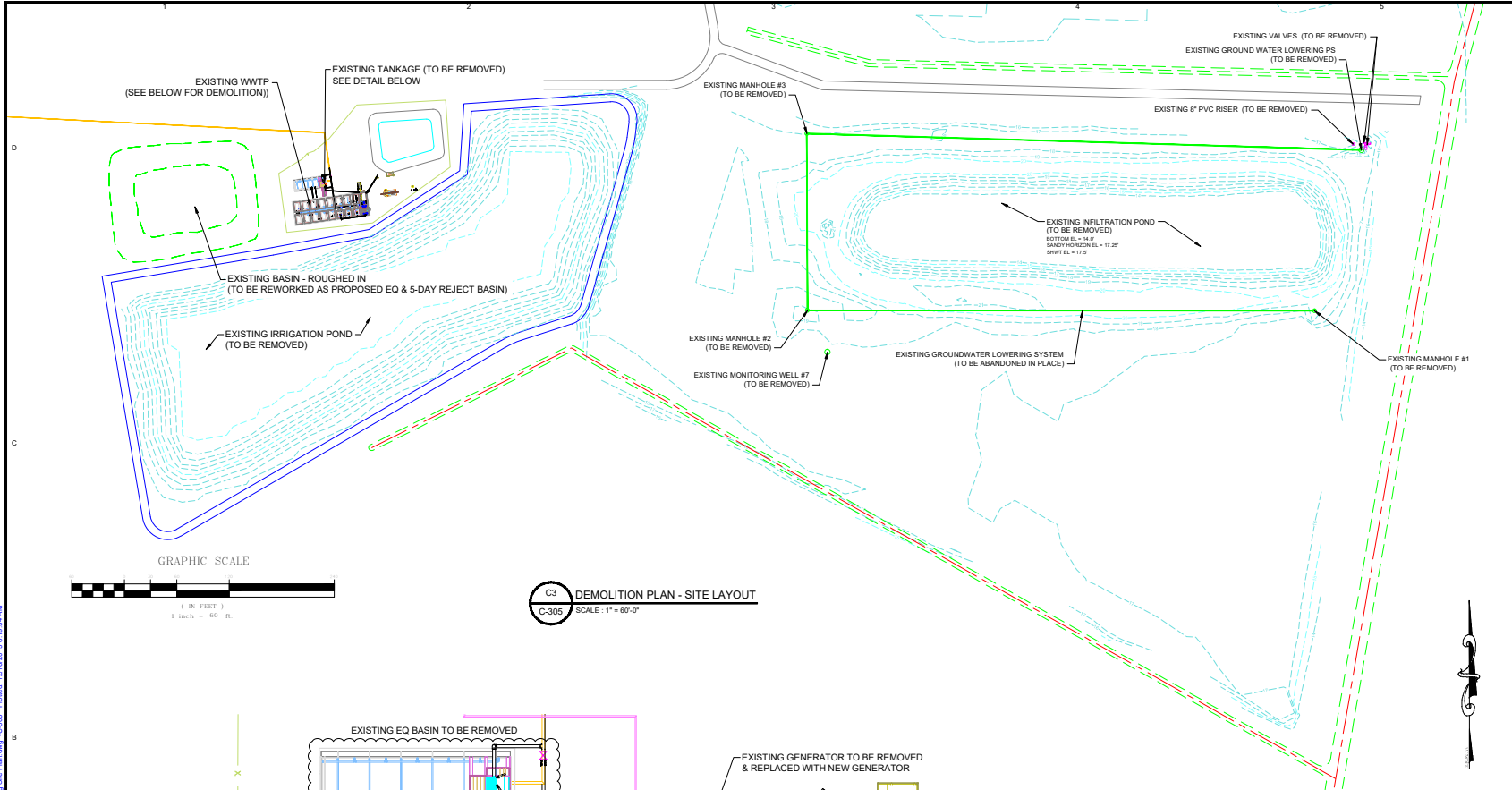
CALL 1-800-632-4369  
IT'S THE WAY!

<b>Project:</b> Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd	
<b>Sheet Title:</b> EXISTING WWTP SITE PLAN	
<b>Owner:</b> Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924	
<b>Designed By:</b> RGB	<b>Sheet No.:</b>
<b>Drawn By:</b> SEB	C-304
<b>Checked By:</b> RGB	
<b>Approved By:</b> RGB	8 of 35
<b>Original Release Date:</b> 26 FEB 2016	<b>Arch D Size Sheet</b>
<b>Scale:</b> 1" = 10'-0"	<b>Project No.:</b> #95-003

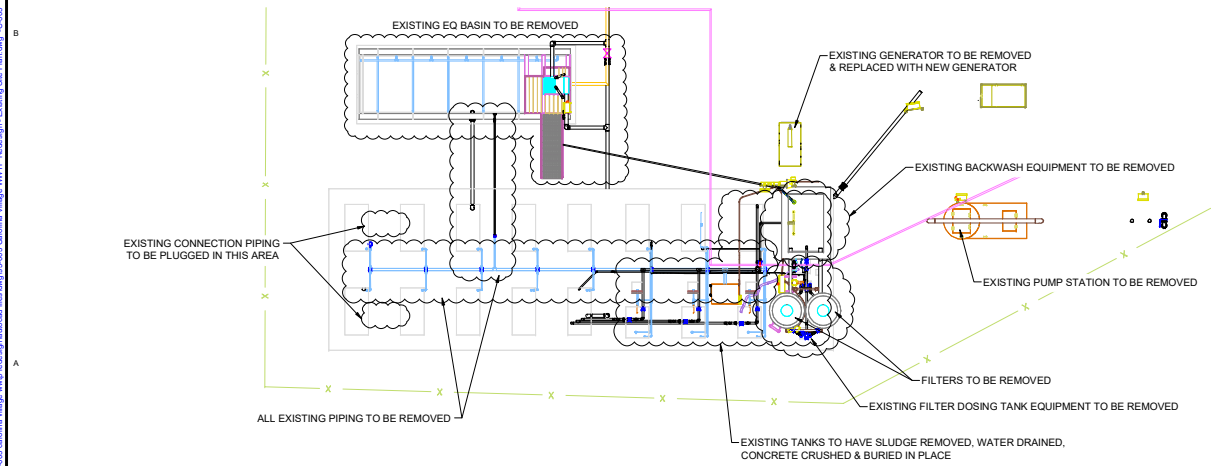
A3 EXISTING WWTP MODEL - PLAN VIEW  
 C-304 SCALE: 1/8" = 1'-0"

Path: z:\BEN\GIS\2023\carolina\_village\_wwp\_upgrade\mxd\carolina\_village\_wwtp\_upgrade\_existing\_model.dwg C:\04 - Paved: 2/26/2016 11:10:34 AM





**C3** DEMOLITION PLAN - SITE LAYOUT  
C-305 SCALE: 1" = 60'-0"



**A3** DEMOLITION PLAN - WWTP LAYOUT  
C-305 SCALE: 1" = 10'-0"

- AREAS OF DEMOLITION:**
- EXISTING NORTH WEST BASIN THAT IS CURRENTLY ROUGHED IN TO BE REWORKED AS PROPOSED EQ & 5-DAY REJECT BASIN. SEE DRAWING C-308 FOR GRADING DETAILS.
  - EXISTING IRRIGATION POND TO BE REMOVED. EXISTING BERMS TO BE PUSHED IN & AREA LEVELED/GRADED TO PROMOTE DRAINAGE AS NEEDED.
  - EXISTING INFLTRATION POND TO BE REMOVED. EXISTING BERMS TO BE PUSHED IN & AREA LEVELED/GRADED TO PROMOTE DRAINAGE AS NEEDED.
  - EXISTING GROUND WATER LOWERING SYSTEM SURROUNDING INFILTRATION POND TO BE ABANDONED IN PLACE & MANHOLES TO BE REMOVED.
  - EXISTING GROUND WATER LOWERING PUMP STATION TO BE REMOVED OR ABANDONED IN PLACE BY BACKFILLING WETWELL.
  - EXISTING VALVES (2) ON GROUND WATER LOWERING PUMP STATION SYSTEM TO BE REMOVED.
  - EXISTING 8" PVC RISER TO BE REMOVED.
  - EXISTING MANHOLE #1 TO BE REMOVED.
  - EXISTING MANHOLE #2 TO BE REMOVED.
  - EXISTING MANHOLE #3 TO BE REMOVED.
  - EXISTING MONITORING WELL #7 TO BE REMOVED.
  - EXISTING WWTP EQ TANKAGE TO BE REMOVED TO SCRAP ONCE NEW EQ & SCREEN ARE ON LINE.
  - EXISTING WWTP GENERATOR TO BE REMOVED AND REPLACED WITH NEW GENERATOR. PAD TO BE ENLARGED TO ACCOMMODATE NEW GENERATOR. ELECTRIC SERVICE & AUTOMATIC TRANSFER SWITCH TO BE UPGRADED ACCORDINGLY.
  - EXISTING WWTP BACKWASH EQUIPMENT TO BE REMOVED.
  - EXISTING WWTP FILTERS TO BE REMOVED.
  - EXISTING FILTER DOSING TANK EQUIPMENT TO BE REMOVED.
  - EXISTING 6 TANKS NEAREST BACKWASH & FILTERS TO HAVE SLUDGE REMOVED, WATER DRAINED, CONCRETE CRUSHED & BURIED IN PLACE.
  - EXISTING CONNECTION PIPING TO BE PLUGGED BETWEEN WEST END TANKS AS SHOWN LEFT.
  - EXISTING PUMP STATION TO BE REMOVED OR ABANDONED IN PLACE BY BACKFILLING.



Project: **Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd**

Sheet Title: **PROPOSED DEMOLITION SITE PLAN**

Owner: Frank Basadre  
6497 Basa Lake Lane  
Harrison, TN 37341  
Phone: (423) 488-1924

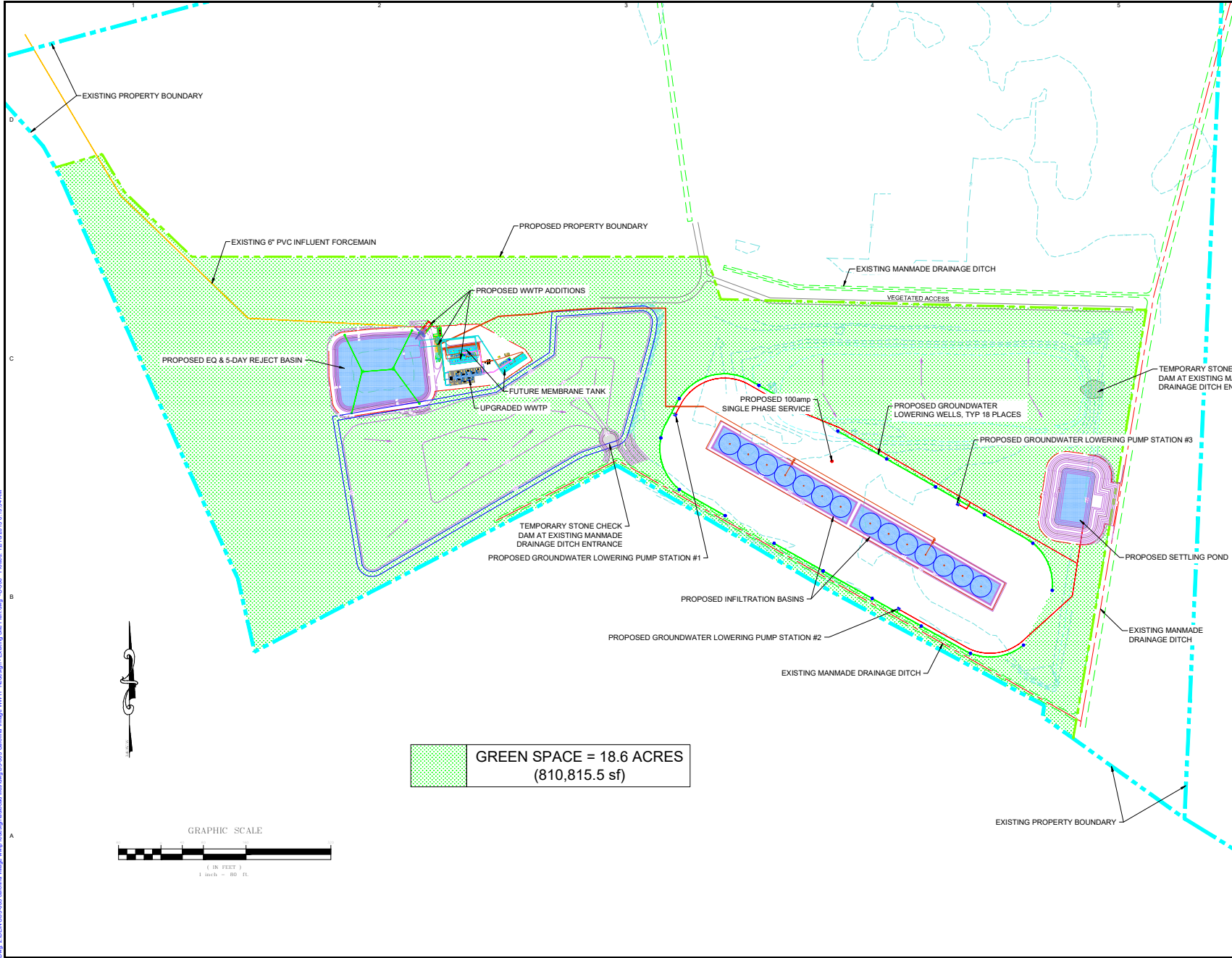
Designed By: RGB Sheet No: **C-305**  
 Drawn By: SEB  
 Checked By: RGB  
 Approved By: RGB 9 of 35

Original Release Date: 26 FEB 2016 Arch D Size Sheet  
 Scale: AS SHOWN Project No: #95-003

26 FEB 2016

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(803) 781-2965


Drawn by: BEN COLE, Carolina Village Wastewater Treatment Plant Upgrade, Existing Site Plan, Job: C-305, Project: 22102015 10:34 AM



REV	DESCRIPTION	DATE

**BEFORE YOU DIG!**



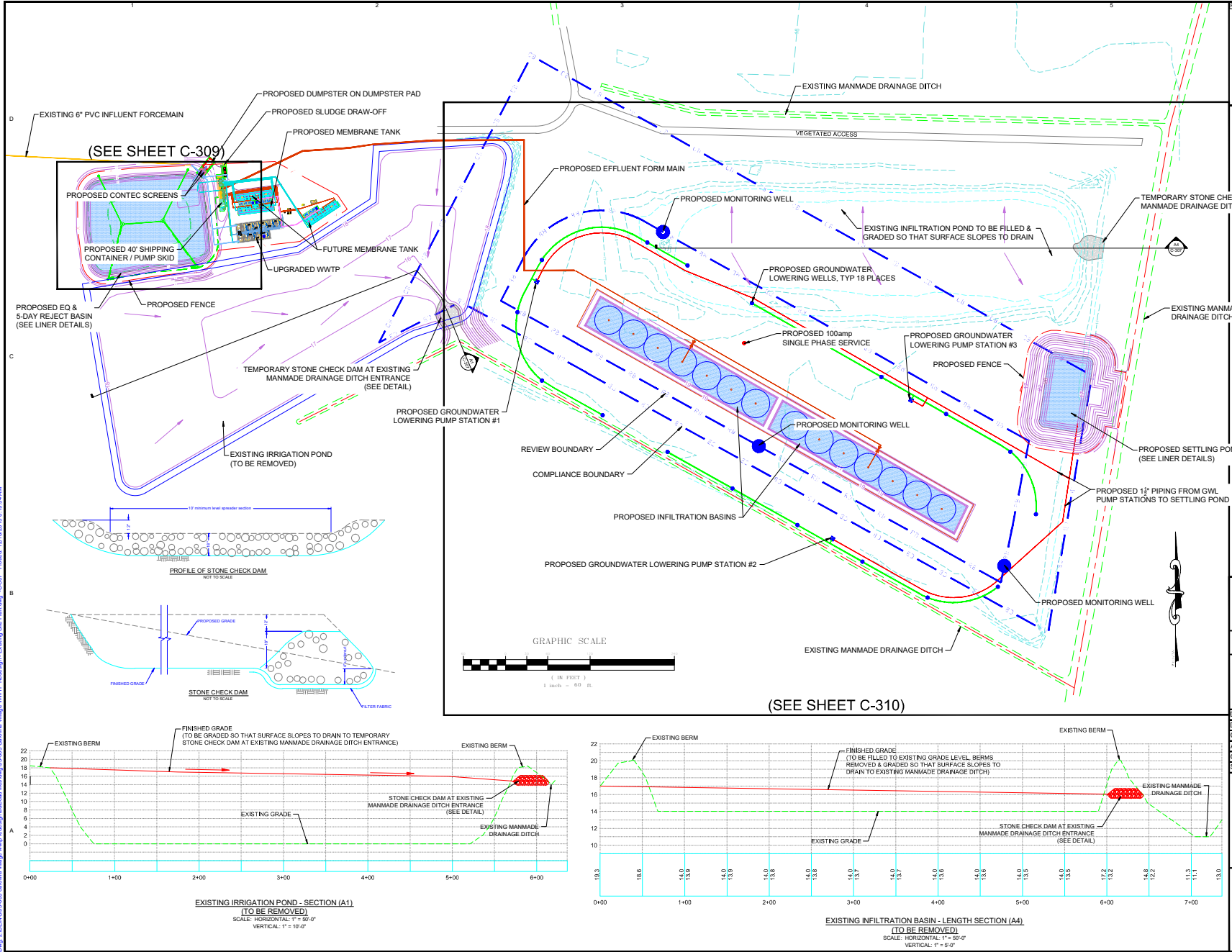
CALL 1-800-652-4569  
ITS YOUR LIFE!

Project: <b>Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd</b>	
Sheet Title: <b>PROPOSED GREEN AREA SITE PLAN</b>	
Owner: Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924	
Designed By: <u>                    </u> RGB Drawn By: <u>                    </u> SEB Checked By: <u>                    </u> RGB Approved By: <u>                    </u> RGB	Sheet No: <b>C-306</b> 10 of 35 Arch D Size Sheet
Original Release Date: 26 FEB 2016 Scale: 1" = 80'-0"	Project No.: #95-003
PO BOX 1804 IRMO, SC 29063 (803) 781-2965	

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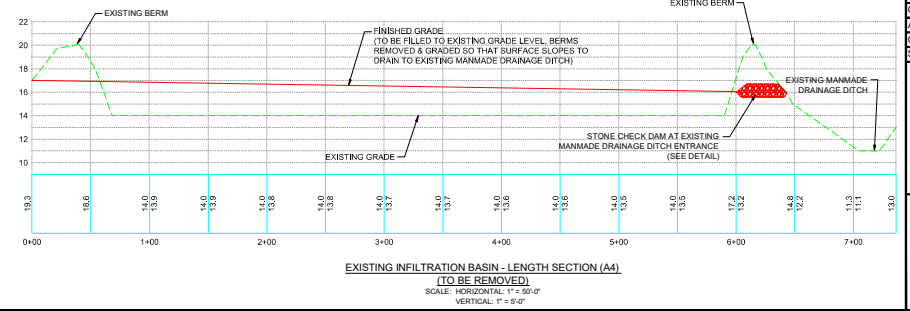
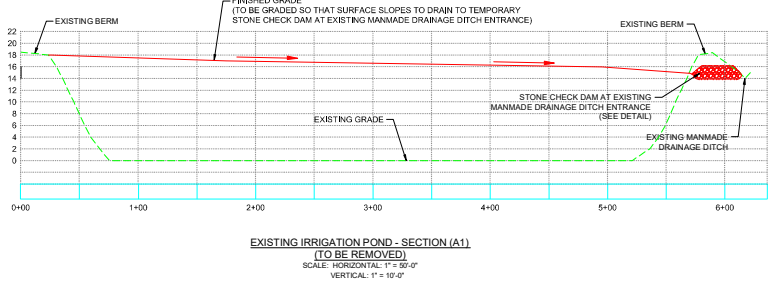
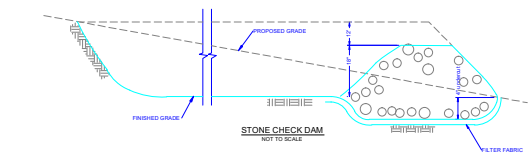
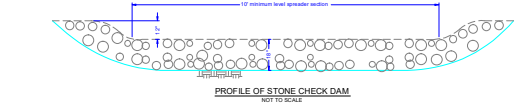
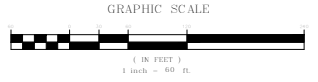


REV	DESCRIPTION	DATE

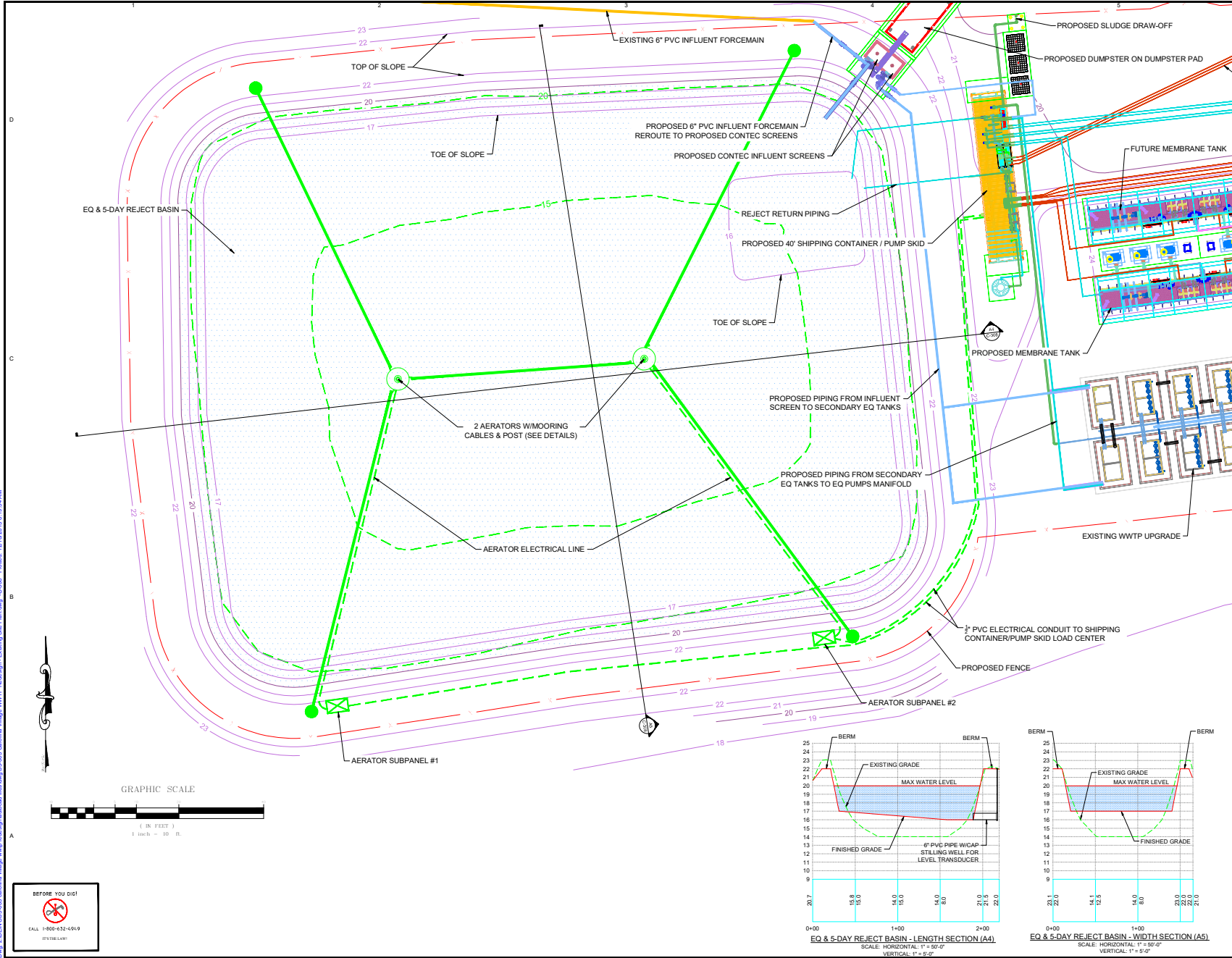
  

Project: <b>Carolina Village WWTP MBR                  Wastewater Treatment Plant Upgrade/                  Phase I-60,000gpd</b>	
Sheet Title: <b>PROPOSED SITE LAYOUT</b>	
Owner: Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924	
Designed By: Drawn By: Checked By: Approved By:	RGB SEB RGB RGB
Original Release Date: 26 FEB 2016	
Scale: 1" = 60'-0"	
Project No: #95-003	
Sheet No: <b>C-307</b> 11 of 35	
Arch D Size Sheet	
Date: 26 FEB 2016	
PO BOX 1804 IRMO, SC 29063 (803) 781-2965	

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REVI	DESCRIPTION	DATE

NOTE: CONCRETE TO BE FINISHED WITH POLISHED & BURNISHED EDGES. ALL CONCRETE SHALL BE FINISHED WITH 4000 PSI OR AS DETERMINED BY THE DESIGN ENGINEER.

TYPICAL BASIN - SINGLE LINER PIPE EXCAVATION DETAIL A1

TYPICAL BASIN - DOUBLE FUSION WELD DETAIL

TYPICAL BASIN - SINGLE LINER AN-HOR TRENCH DETAIL

TYPICAL BASIN - SINGLE LINER PIPE EXCAVATION DETAIL B1

Project: **Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-600,000gpd**

Sheet Title: **PROPOSED EQ & 5-DAY REJECT BASIN**

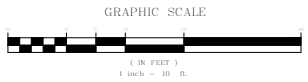
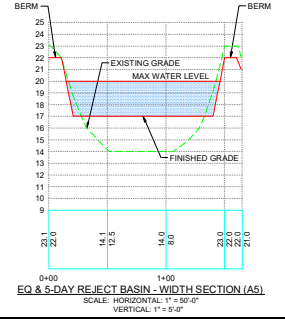
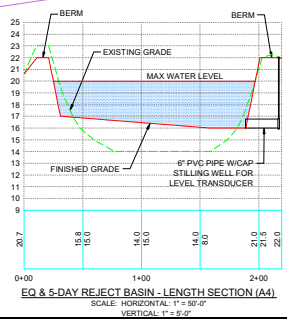
Owner: Frank Basadre  
6497 Basa Lake Lane  
Harrison, TN 37341  
Phone: (423) 488-1924

Designed By: RGB  
Drawn By: LRB/SEB  
Checked By: RGB  
Approved By: RGB  
Original Release Date: 26 FEB 2016  
Scale: 1" = 10'-0"

Sheet No: **C-308**  
12 of 35  
Arch D Size Sheet  
Project No: #95-003

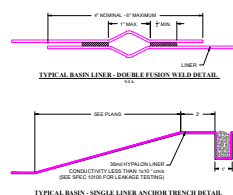
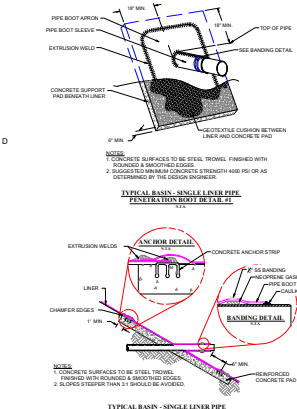
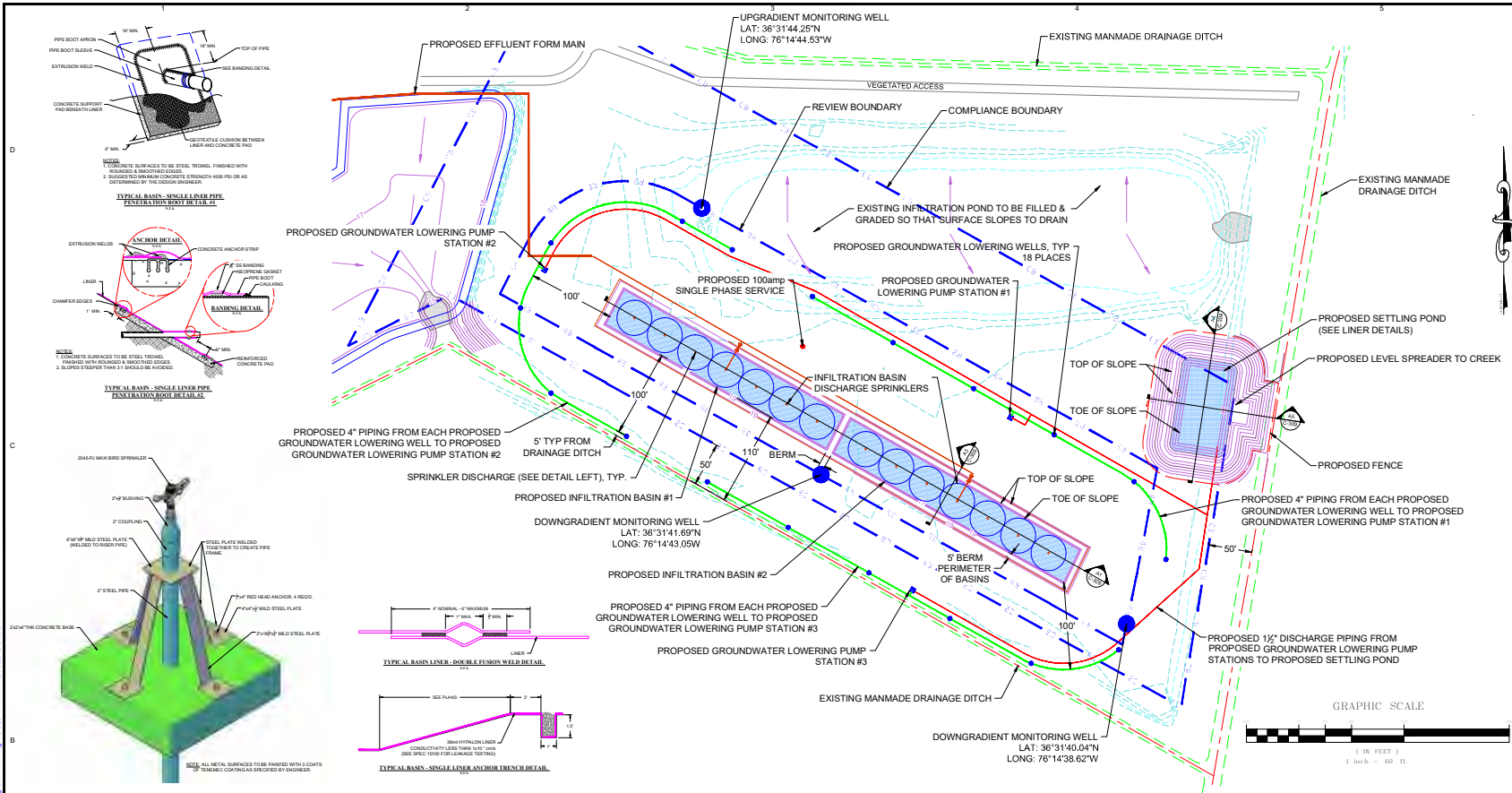
26 FEB 2016

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(803) 781-2965



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REVISION NO.	DESCRIPTION	DATE

**LEGEND:**

- PROPOSED GWL WELL
- PROPOSED 4\"/>
- PROPOSED 1 1/2\"/>
- PROPOSED 2\"/>
- PROPOSED LIFT STATION
- COMPLIANCE BOUNDARY
- REVIEW BOUNDARY
- UPGRADIENT MONITORING WELL
- DOWNGRADIENT MONITORING WELL

**Project:**  
Carolina Village WWTP MBR  
Wastewater Treatment Plant Upgrade/  
Phase I-600,000gpd

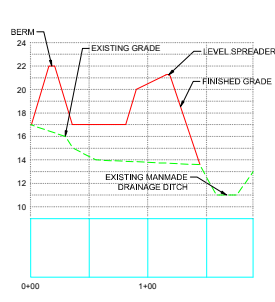
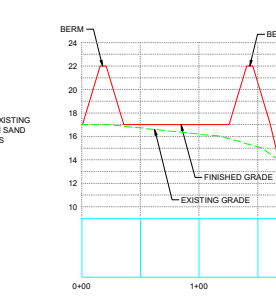
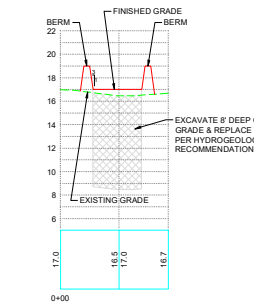
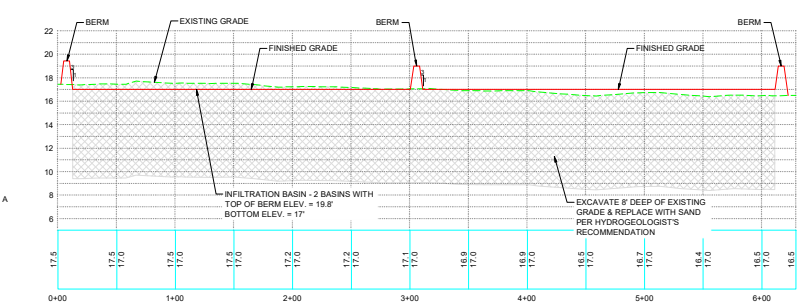
**Sheet Title:**  
PROPOSED INFILTRATION BASINS &  
SETTLING POND

**Owner:**  
Frank Basadre  
6497 Bassa Lake Lane  
Harrison, TN 37341  
Phone: (423) 488-1924

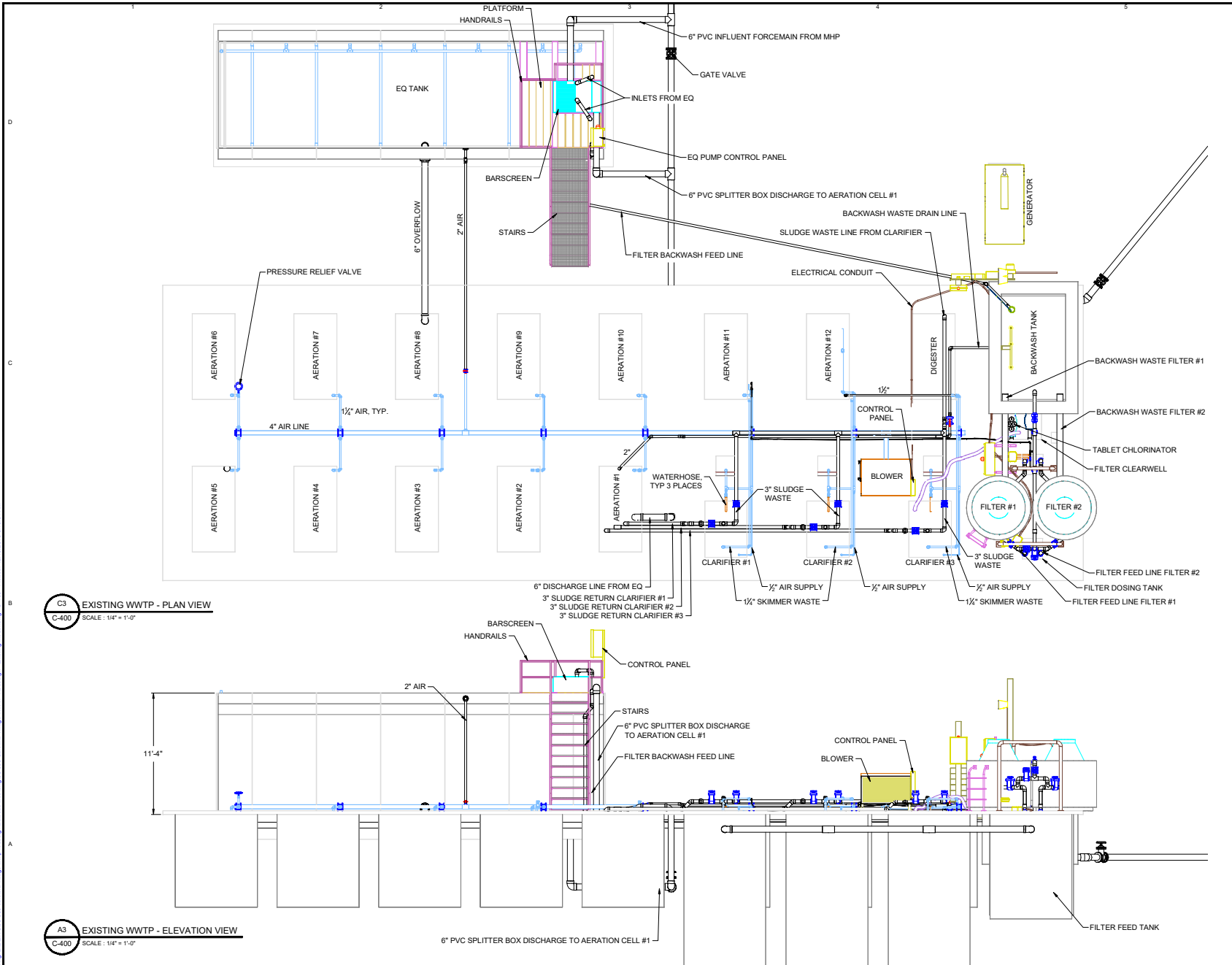
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**Drawn By:** SEB  
**Checked By:** RGB  
**Approved By:** RGB

**Original Release Date:** 26 FEB 2016  
**Scale:** 1\"/>

**Sheet No.:** C-309  
**13 of 35**  
**Arch D Size Sheet**  
**Project No.:** #95-003



W-1333-03-001 Carolina Village WWTP Upgrade - Existing Site Plan.dwg - C-309 - Project - 2/26/2016 10:31:34 AM



**C3** EXISTING WWTP - PLAN VIEW  
C-400 SCALE: 1/4" = 1'-0"

**A3** EXISTING WWTP - ELEVATION VIEW  
C-400 SCALE: 1/4" = 1'-0"

REV	DESCRIPTION	DATE

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Project: **Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase 1-60,000gpd**

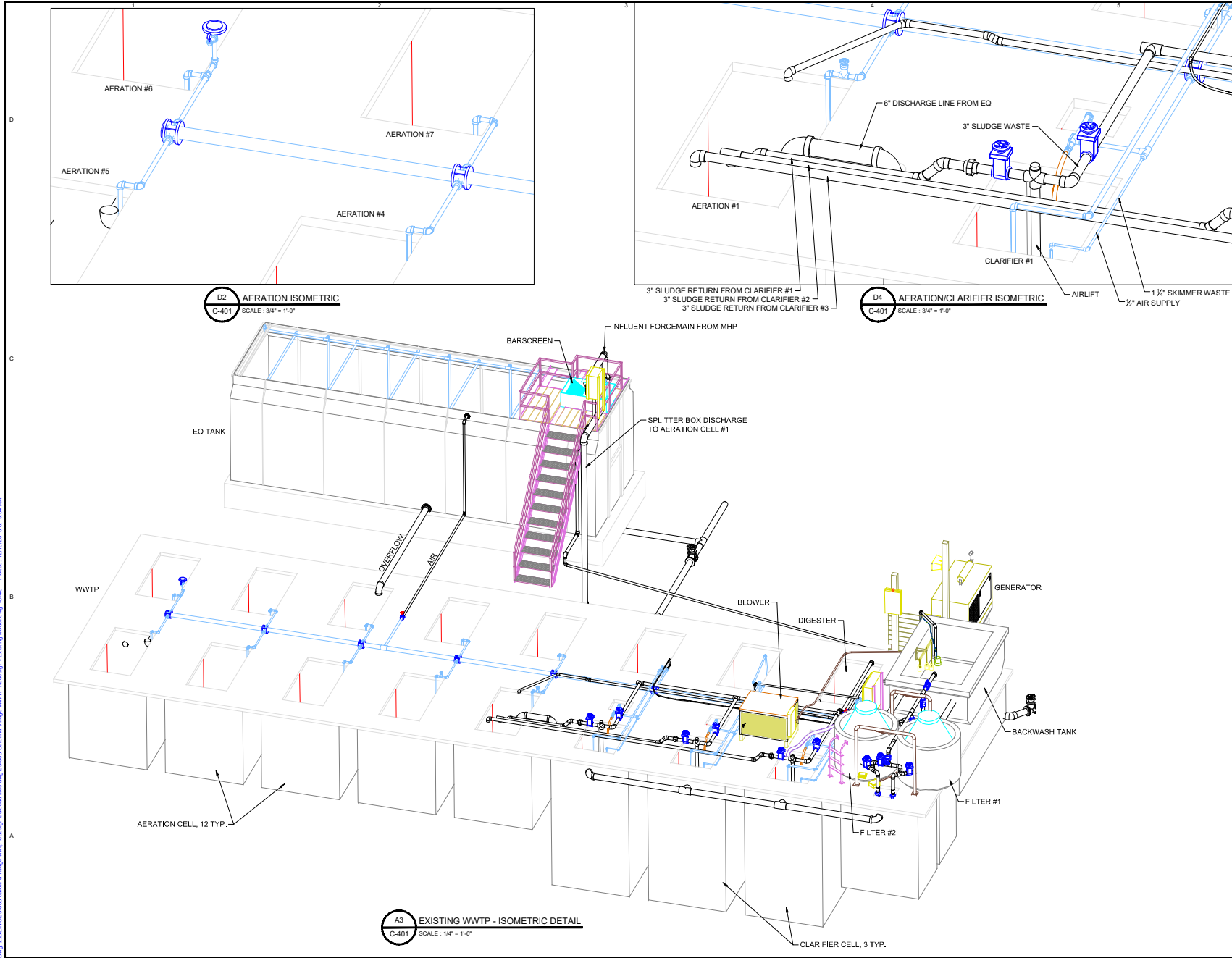
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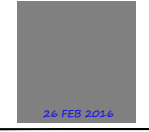


Owner: Frank Basadre  
6497 Basa Lake Lane  
Harrison, TN 37341  
Phone: (423) 488-1924

Designed By: RGB	Sheet No: <b>C-400</b>
Drawn By: SEB	14 of 35
Checked By: RGB	Arch D Size Sheet
Approved By: RGB	Original Release Date: 26 FEB 2016
Scale: 1" = 10'-0"	Project No: #95-003

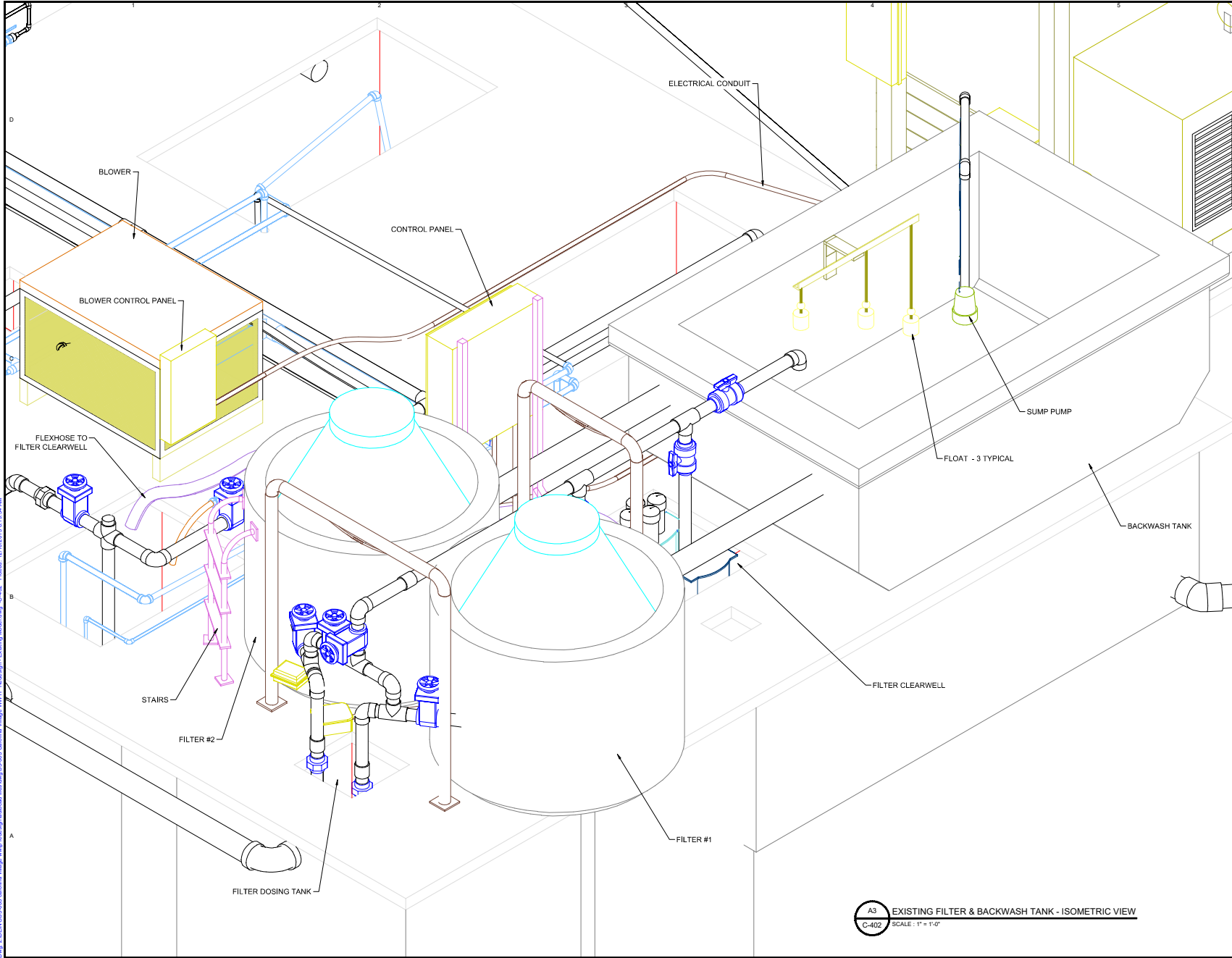
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Project:		<b>Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd</b>	
Sheet Title:		<b>EXISTING WWTP MODEL - DETAILS I</b>	
Owner:		Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924	
Designed By:	RGB	Sheet No:	<b>C-401</b>
Drawn By:	SEB		
Checked By:	RGB		
Approved By:	RGB	15 of 35	
Original Release Date:	26 FEB 2016	Arch D Size Sheet	
Scale:	1" = 10'-0"	Project No:	#95-003
			
			
PO BOX 1804 IRMO, SC 29063 (803) 781-2965			

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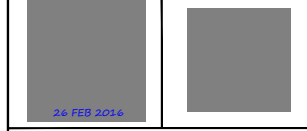


Project: **Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd**

Sheet Title: **EXISTING WWTP MODEL - DETAILS 2**

Owner: Frank Basadre  
6497 Bassa Lake Lane  
Harrison, TN 37341  
Phone: (423) 488-1924

Designed By: RGB	Sheet No: <b>C-402</b>
Drawn By: SEB	16 of 35
Checked By: RGB	Arch D Size Sheet
Approved By: RGB	Project No: #95-003
Original Release Date: 26 FEB 2016	

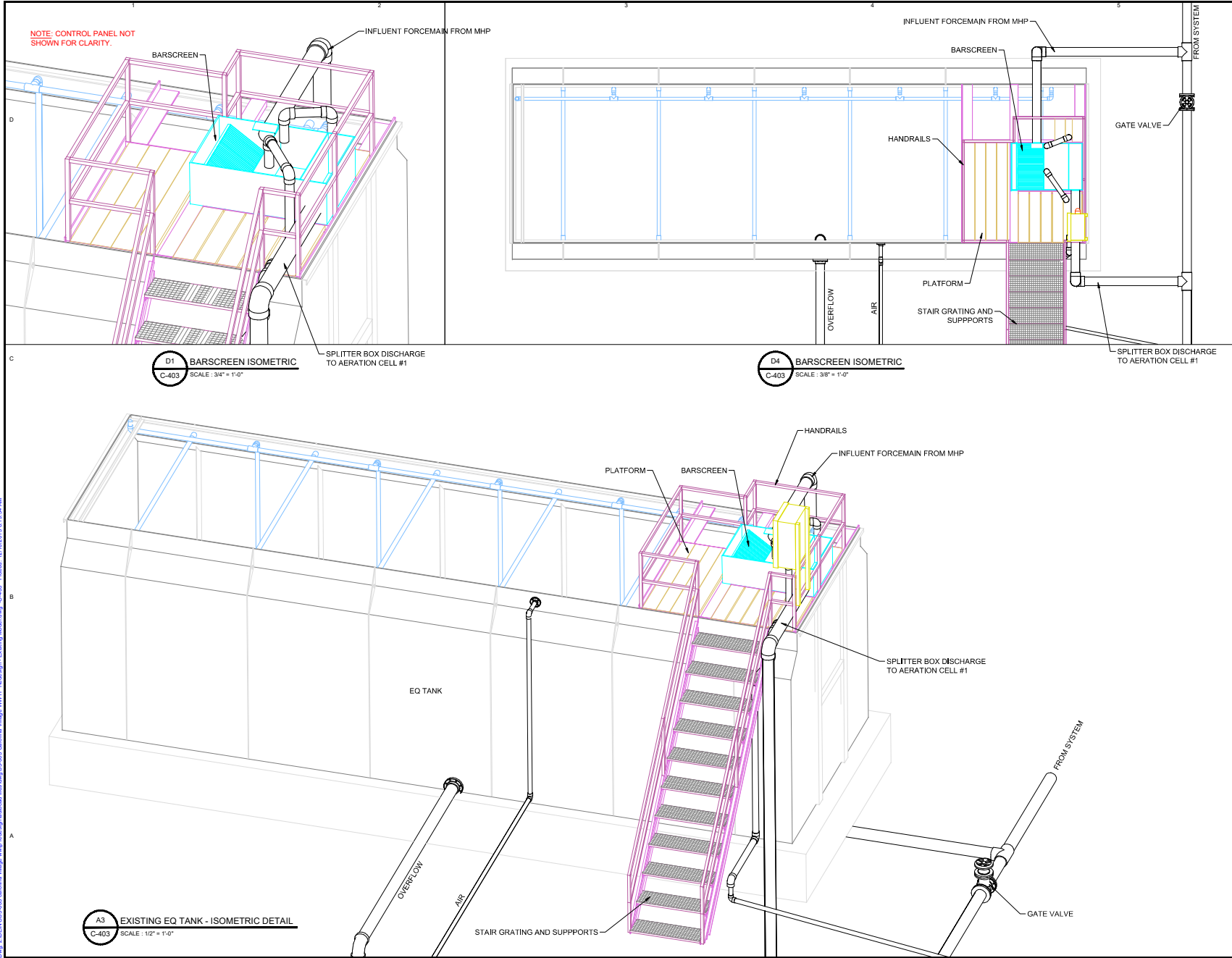


PO BOX 1804 IRMO, SC 29063  
(803) 781-2965

**A3** EXISTING FILTER & BACKWASH TANK - ISOMETRIC VIEW  
SCALE: 1" = 10'-0"

Path: z:\BEN\2025-003 Carolina Village WWTP Upgrade - Existing Model.dwg C-402 Plotted: 2/15/2016 8:10:34 AM





REV	DESCRIPTION	DATE

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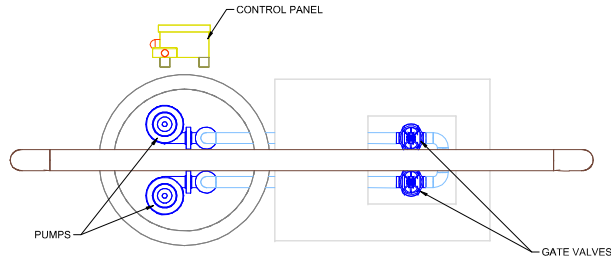
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<b>Sheet Title:</b> EXISTING EQ TANK MODEL	
<b>Owner:</b> Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924	
<b>Designed By:</b> RGB <b>Drawn By:</b> SEB <b>Checked By:</b> RGB <b>Approved By:</b> RGB	<b>Sheet No:</b> <span style="font-size: 2em; font-weight: bold;">C-403</span> 17 of 35
<b>Original Release Date:</b> 26 FEB 2016 <b>Scale:</b> 1" = 10'-0"	<b>Arch D Size Sheet</b> Project No: #95-003
PO BOX 1804 IRMO, SC 29063 (803) 781-2965	

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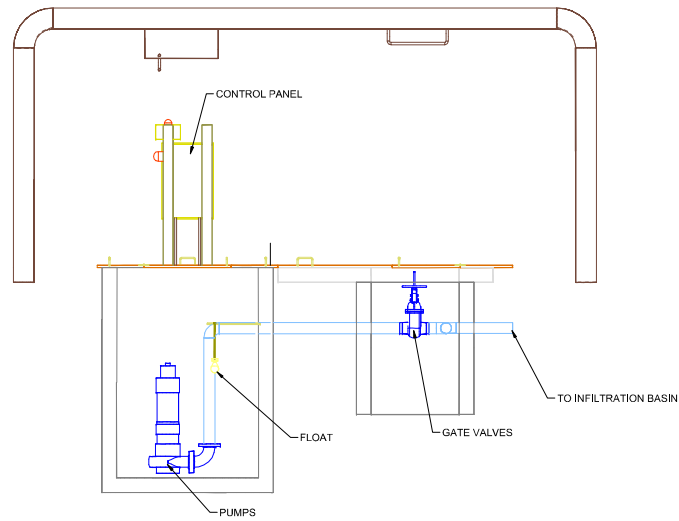
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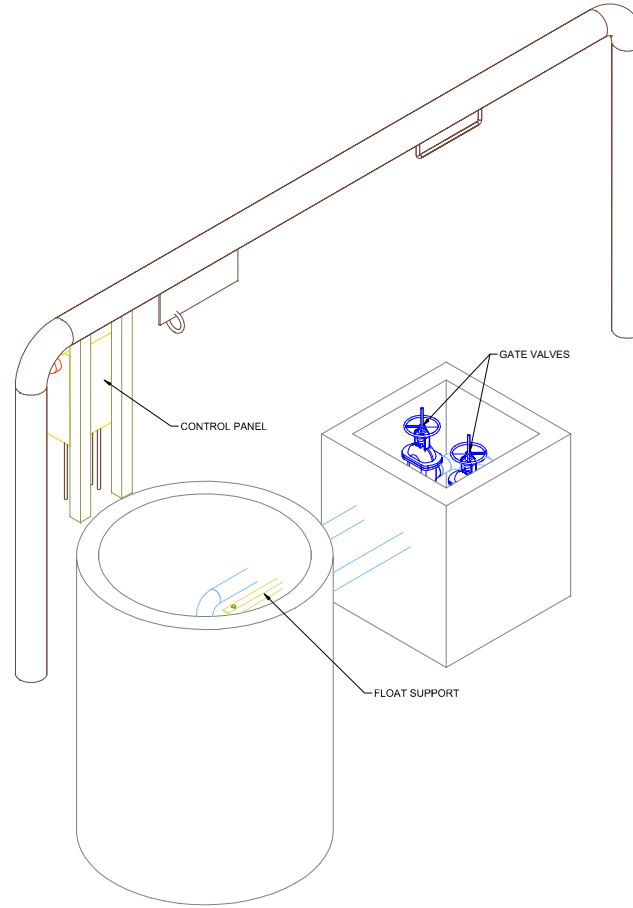
NOTE: STEEL PLATFORM COVER NOT SHOWN FOR CLARITY.



**C2** EXISTING PUMP STATION - PLAN VIEW  
C-404 SCALE: 1/2" = 1'-0"



**A2** EXISTING PUMP STATION - SECTION VIEW  
C-404 SCALE: 1/2" = 1'-0"



**A4** EXISTING PUMP STATION - ISOMETRIC VIEW  
C-404 SCALE: 3/4" = 1'-0"

NOTE: STEEL PLATFORM COVER NOT SHOWN FOR CLARITY.

REV	DESCRIPTION	DATE
D5	CONTROL PANEL - PLAN VIEW	
C404	SCALE: 1/2" = 1'-0"	
C5	CONTROL PANEL - ELEVATION	
C404	SCALE: 1/2" = 1'-0"	

BEFORE YOU DIG!  
CALL 1-800-632-4369  
ITS DELIVERY

**Project:**  
Carolina Village WWTP MBR  
Wastewater Treatment Plant Upgrade/  
Phase I-60,000gpd

**Sheet Title:**  
EXISTING PUMP STATION MODEL

**Owner:**  
Frank Basadre  
6497 Basa Lake Lane  
Harrison, TN 37341  
Phone: (423) 488-1924

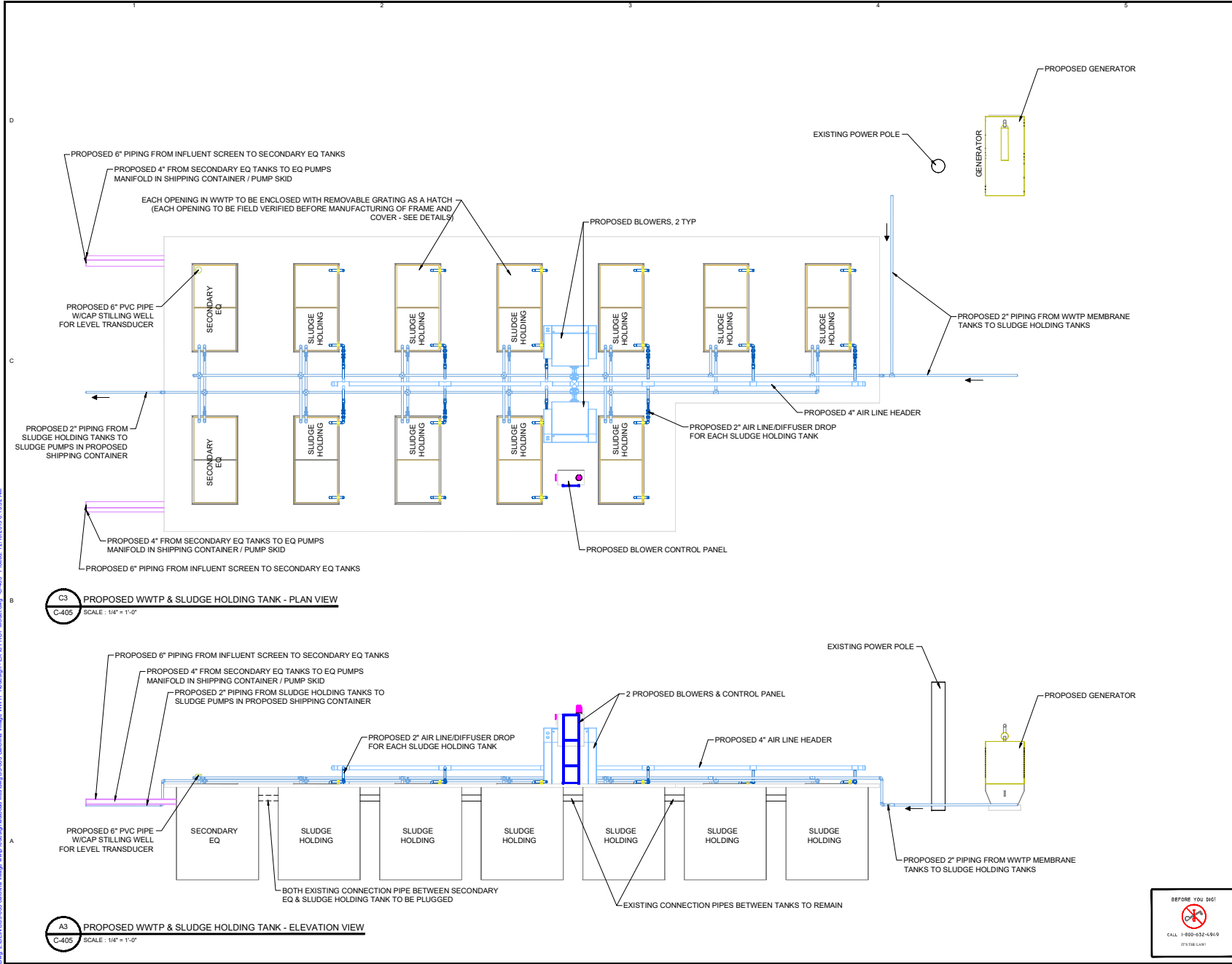
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**Drawn By:** SEB  
**Checked By:** RGB  
**Approved By:** RGB  
**Original Release Date:** 26 FEB 2016 **Arch D Size Sheet** 18 of 35  
**Scale:** 1" = 10'-0" **Project No.:** #95-003

26 FEB 2016

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(803) 781-2965

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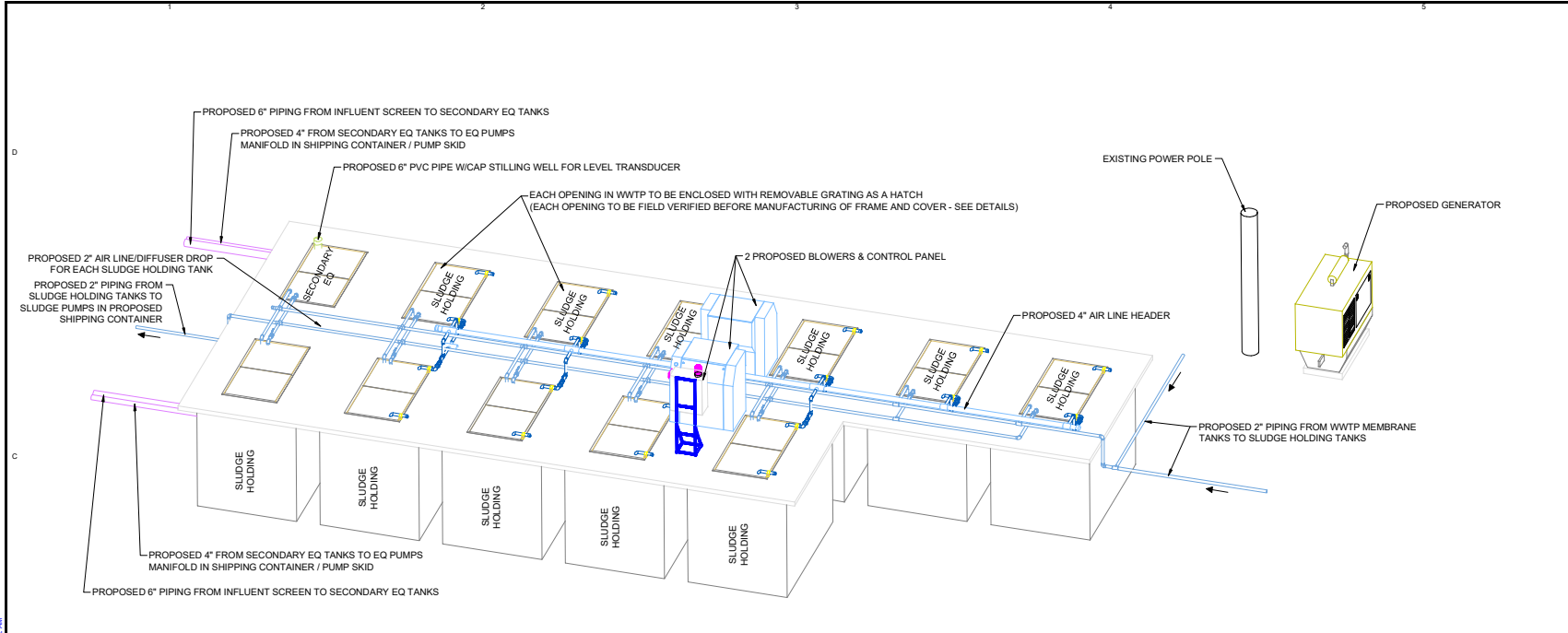
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Nov-14-2023



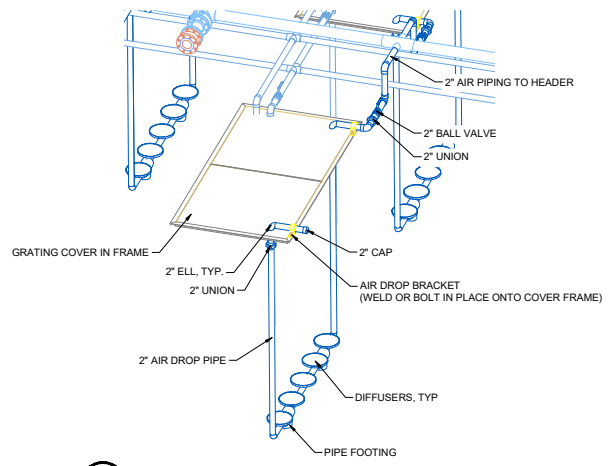
REV	DESCRIPTION	DATE
	GRATING COVER TO BE PLACED IN APPROPRIATE LENGTH SECTIONS (OPERATES AS A HATCH)	
	1 1/2" GRATING	
	1/2" STEEL FRAME CONTINUOUS AROUND ENTIRE OPENING (TO BE GALVANIZED)	
	WWTP CONCRETE OPENING	
	WWTP OPENING HATCH COVER DETAIL SCALE: NONE	
	1/2" STEEL FRAME CONTINUOUS AROUND ENTIRE OPENING (TO BE GALVANIZED)	
	1 1/2" x 1 1/2" x 2" L WELDED TO STEEL FRAME AT APPROPRIATE SPACING TO RECEIVE GRATING	
	WWTP OPENING HATCH COVER CROSS-BRACING DETAIL SCALE: NONE	
<b>Project:</b> Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd		
<b>PROPOSED WWTP UPGRADES MODEL - ELEV &amp; SECTION</b>		
<b>Owner:</b> Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924		
<b>Designed By:</b> RGB		<b>Sheet No.:</b>
<b>Drawn By:</b> SEB		<b>C-405</b>
<b>Checked By:</b> RGB		
<b>Approved By:</b> RGB		19 of 35
<b>Original Release Date:</b> 26 FEB 2016		Arch D Size Sheet
<b>Scale:</b> 1" = 10'-0"		<b>Project No.:</b> #95-003
26 FEB 2016		
PO BOX 1804 IRMO, SC 29063 (803) 781-2965		



I:\proj\22102015 E 11332 AM - C-405 - Proposed WWTP Upgrade - EX to PROCP Model.dwg



**C3** PROPOSED WWTP & SLUDGE HOLDING TANK - ISOMETRIC DETAIL  
**C-406** SCALE: 1/4" = 1'-0"



**C3** PROPOSED SLUDGE HOLDING TANK AIR DROPS - ISOMETRIC DETAIL  
**C-406** SCALE: 1/2" = 1'-0"

REV	DESCRIPTION	DATE



**Project:**  
 Carolina Village WWTP MBR  
 Wastewater Treatment Plant Upgrade/  
 Phase I-60,000gpd

**Sheet Title:**  
 PROPOSED WWTP UPGRADES MODEL -  
 DETAILS

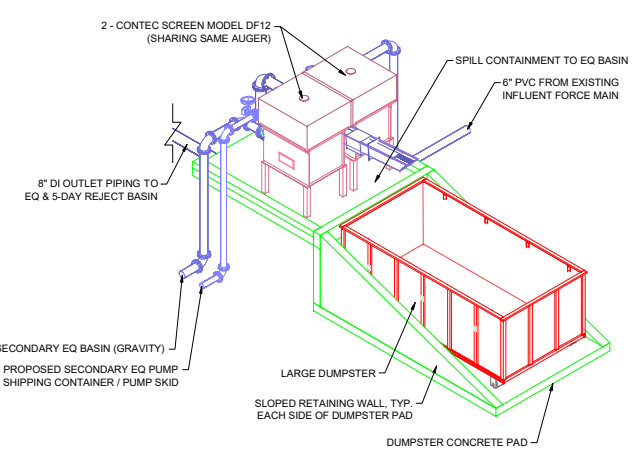
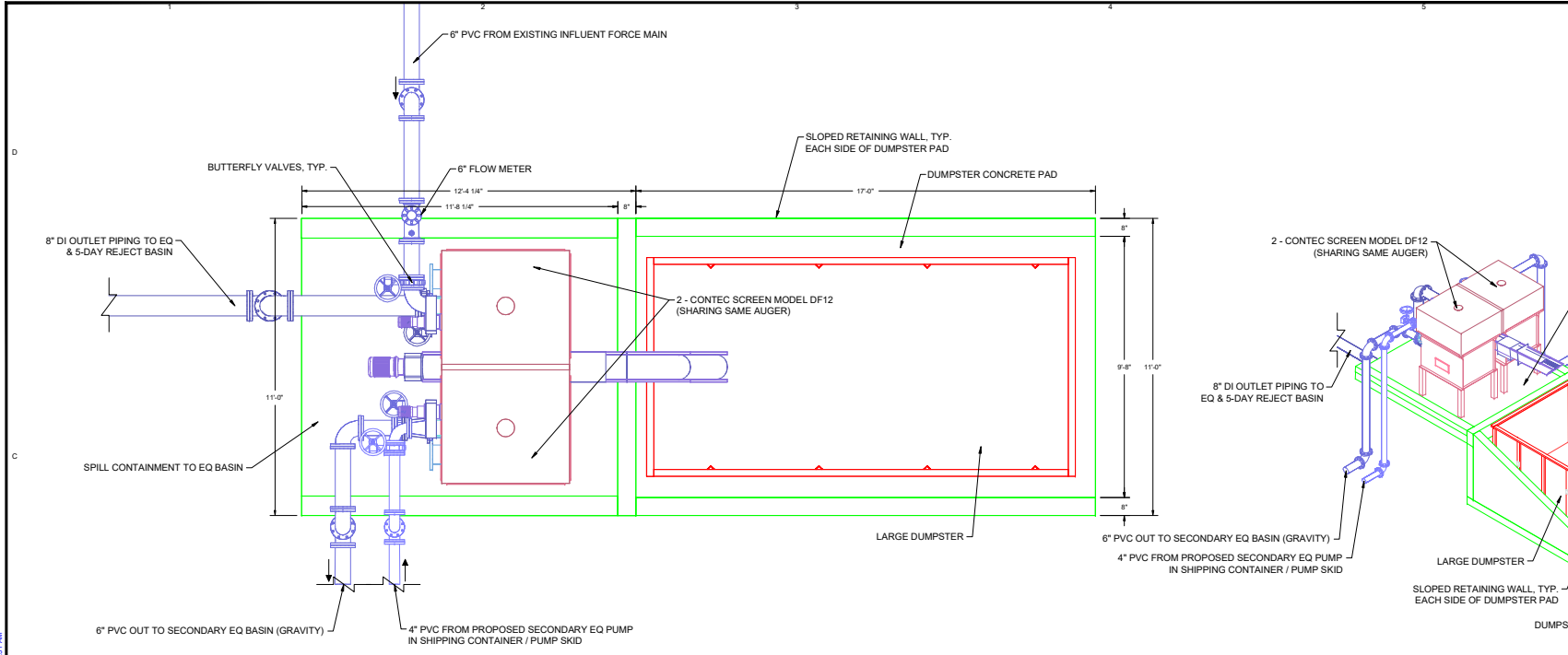
**Owner:**  
 Frank Basadre  
 6497 Basa Lake Lane  
 Harrison, TN 37341  
 Phone: (423) 488-1924

**Designed By:** RGB **Sheet No.:** **C-406**  
**Drawn By:** SEB  
**Checked By:** RGB  
**Approved By:** RGB **20 of 35**  
**Original Release Date:** 26 FEB 2016 **Arch D Size Sheet**  
**Scale:** 1" = 10'-0" **Project No.:** #95-003

26 FEB 2016

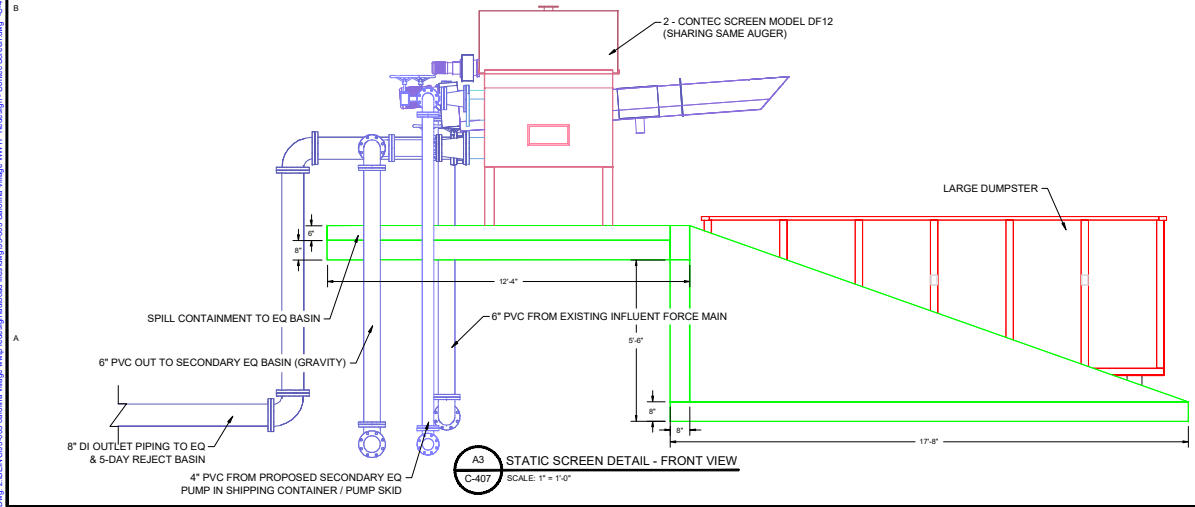
PO BOX 1804 IRMO, SC 29063  
 (803) 781-2965

I:\Projects\2016\16020\160200500 Carolina Village WWTP Rebasadre - EX to PROCP Model.dwg - C-406 - Plotted: 12/16/2016 8:10:32 AM  
 User: BENCO5205 carolina.village\_wwp\_model.dwg



C3 STATIC SCREEN DETAIL - TOP VIEW  
C-407 SCALE: 1" = 1'-0"

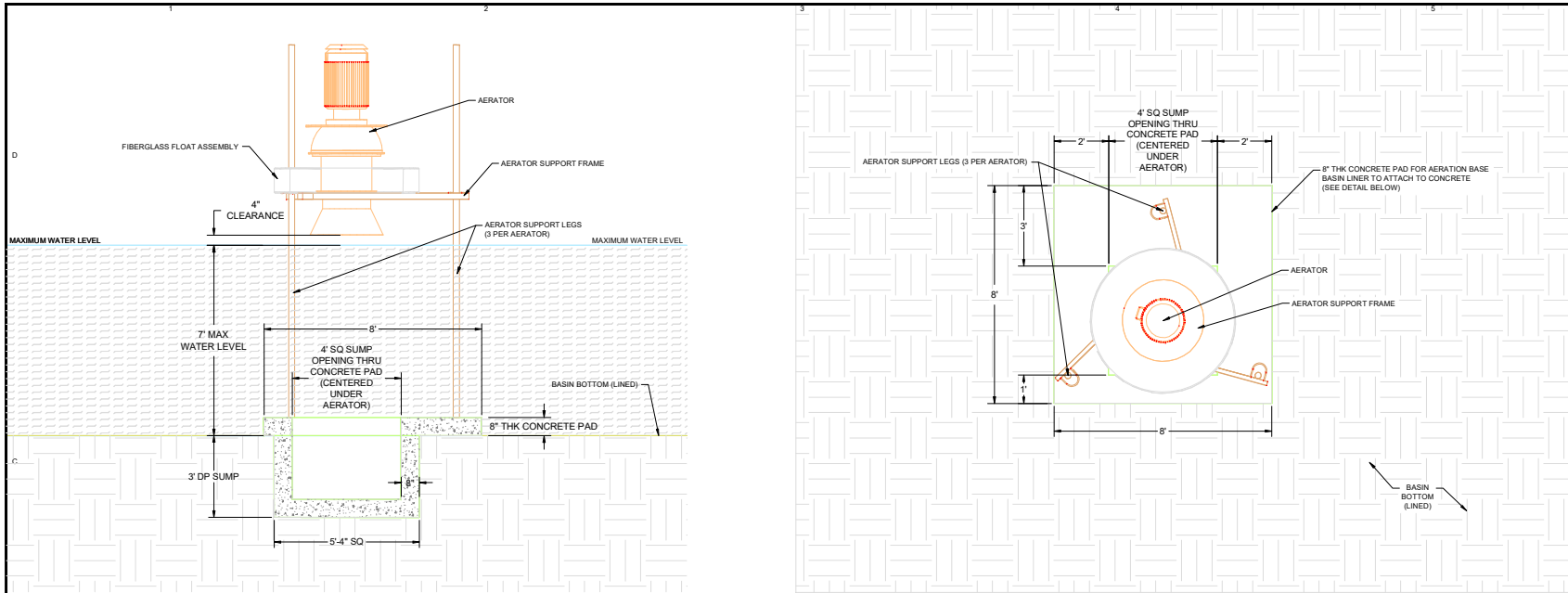
C5 STATIC SCREEN DETAIL - ISOMETRIC  
C-407 N.T.S.



A3 STATIC SCREEN DETAIL - FRONT VIEW  
C-407 SCALE: 1" = 1'-0"

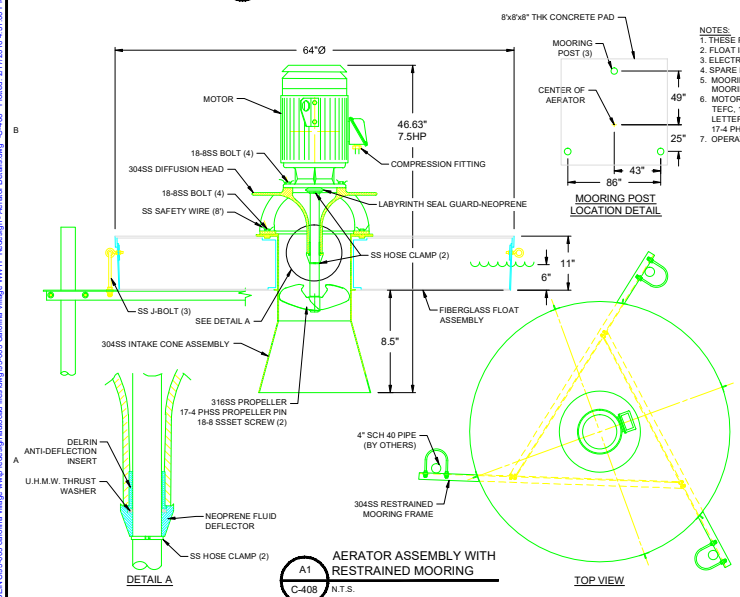
Project: <b>Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd</b>	
Sheet Title: <b>PROPOSED CONTEC SCREEN MODEL</b>	
Owner: Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924	
Designed By: RGB	Sheet No: <b>C-407</b>
Drawn By: SEB	21 of 35
Checked By: RGB	Arch D Size Sheet
Approved By: RGB	Scale: 1" = 60'-0"
Original Release Date: 26 FEB 2016	Project No: #95-003
<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; padding: 5px;">26 FEB 2016</div> <div style="border: 1px solid black; padding: 5px;">[Blank]</div> </div>	
<p><b>BEFORE YOU DIG!</b></p> <p>CALL 1-800-432-9199</p> <p>IT'S THE LAW!</p>	
<p>PO BOX 1804 IRMO, SC 29063 (803) 781-2965</p>	

P:\w\_2\BEN\05-000 Carolina Village WWTP MBR Upgrade\12-03 Carolina Village WWTP Re-design - Contec Screen.dwg C-407 Plotted: 2/26/2016 11:31 AM



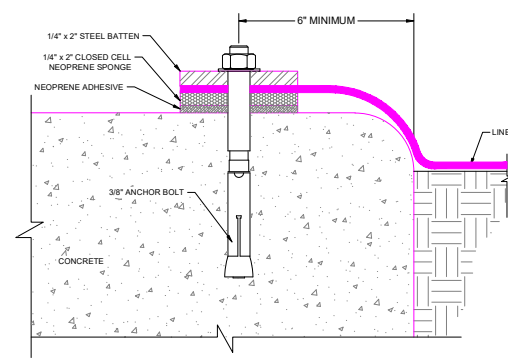
**C3** BASIN AERATION DETAIL - SECTION  
C-408 SCALE: 1/2" = 1'-0"

**C3** BASIN AERATION DETAIL - PLAN  
C-408 SCALE: 1/2" = 1'-0"

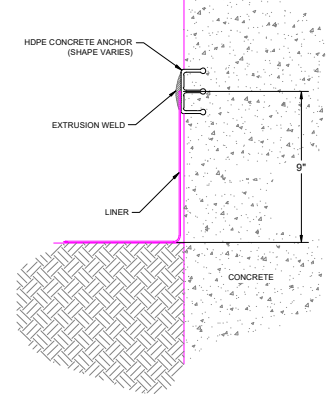


**A1** AERATOR ASSEMBLY WITH RESTRAINED MOORING  
C-408 N.T.S.

- NOTES:**
1. THESE FASTENERS ARE TO BE SAFETY WIRED IN PLACE.
  2. FLOAT IS FILLED WITH TWO COMPONENT POLYURETHANE FOAM.
  3. ELECTRICAL CABLE RECOMMENDED SIZE: AWG#8.
  4. SPARE POWER SECTION INCLUDES ITEMS: 1, 2, 3, 5, 6, 7, 8, 10, 11, 12, 14, 15, 16.
  5. MOORING ANCHOR RING OF 304SS, QUANTITY OF 8, APPLICABLE FOR 3 OR 4 POINT MOORING.
  6. MOTOR SPECIFICATIONS: HP \_\_\_\_\_ VOLT: 3 PHASE, 60 HERTZ, 1800 NOM. RPM, TEFC, 1.15 SERVICE FACTOR, CLASS F INSULATION, CONTINUOUS DUTY, NEMA DESIGN LETTER B, NONHYGROSCOPIC WINDINGS, CORROSION RESISTANT PAINT, ONE-PIECE 17-4 PH SS SHAFT.
  7. OPERATING WATER LEVEL IS APPROXIMATELY 1.5' OR GREATER.



**A4** SINGLE LINER ANCHORING TO CONCRETE DETAIL - OPTION #1  
C-408 N.T.S.



**A5** SINGLE LINER ANCHORING TO VERTICAL CONCRETE DETAIL - OPTION #3  
C-408 N.T.S.



Project: **Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd**

Sheet Title: **PROPOSED EQ & 5-DAY REJECT BASIN MODEL - AERATOR DETAILS**

Owner: Frank Basadre  
6497 Basa Lake Lane  
Harrison, TN 37341  
Phone: (423) 488-1924

Designed By: RGB Sheet No: **C-408**

Drawn By: SEB

Checked By: RGB

Approved By: RGB 22 of 35

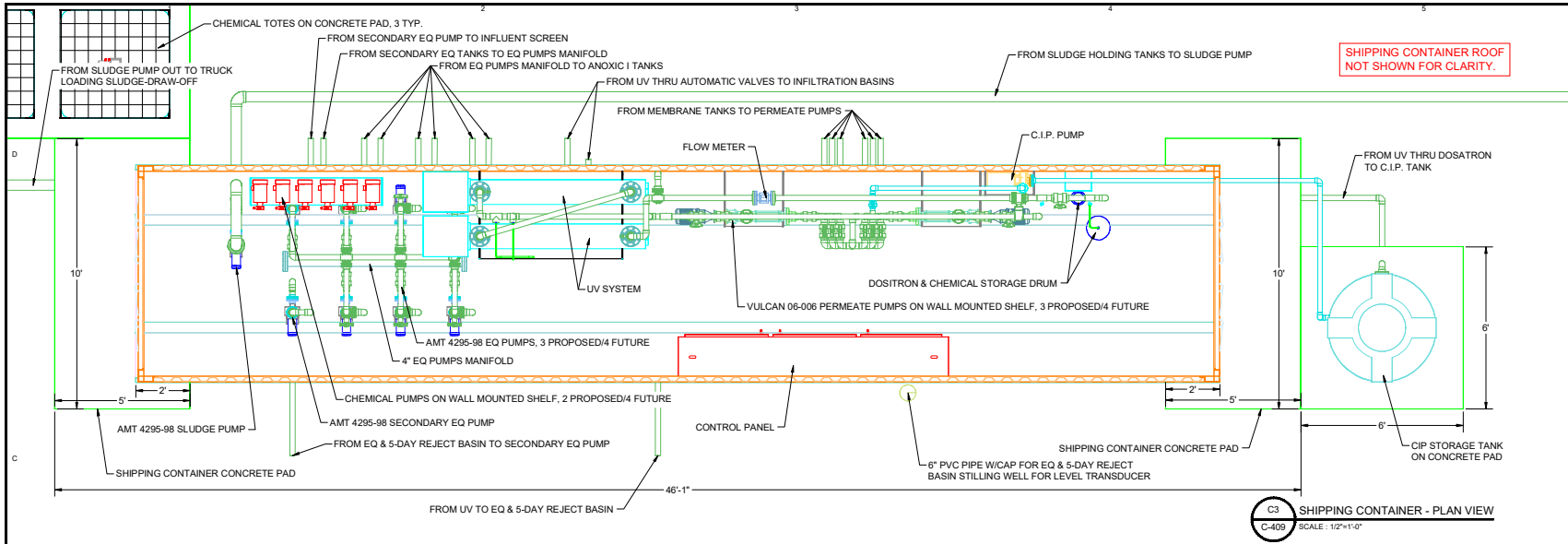
Original Release Date: 26 FEB 2016 Arch D Size Sheet

Scale: 1" = 10'-0" Project No: #95-003

26 FEB 2016

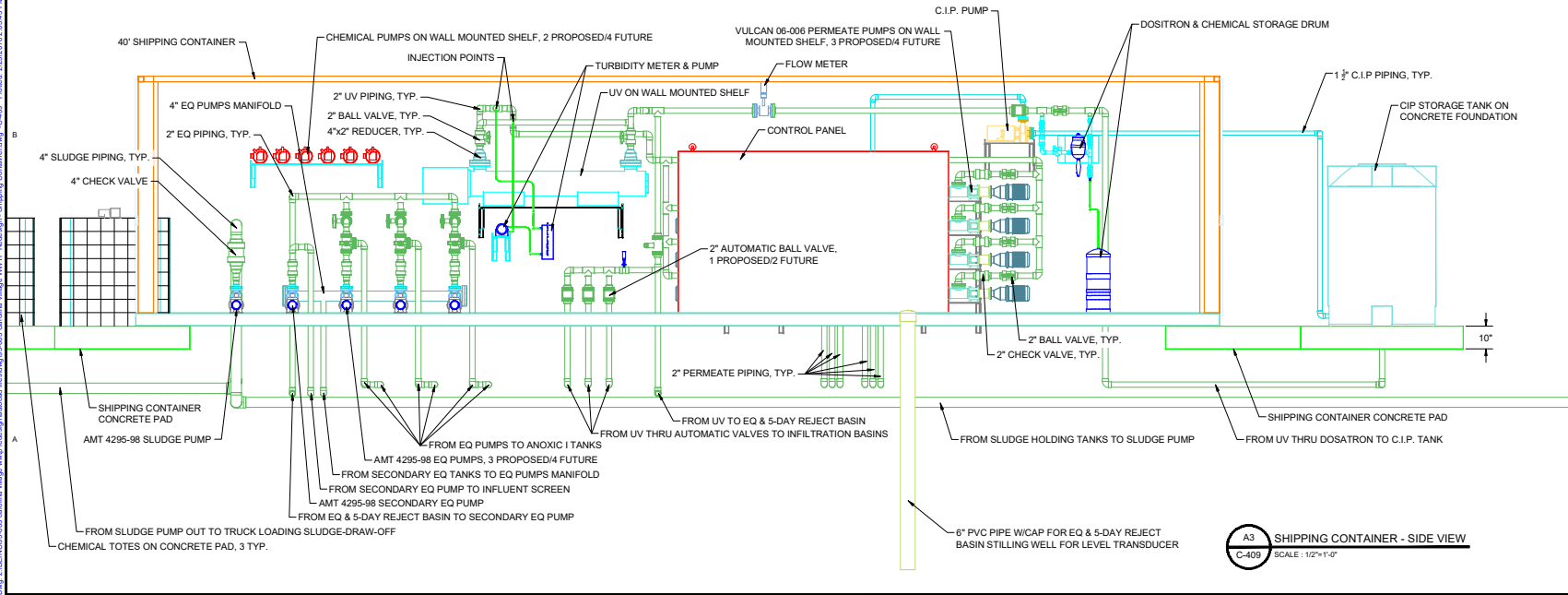
PO BOX 1804 IRMO, SC 29063  
(803) 781-2965

Path: z:\BEN\05-003\carolina\_village\_wastewater\_treatment\_plant\_upgrade\Phase I-60,000gpd\Carolina Village WWTP Re-design\_Aerator\_Details.dwg C-408 Plotted: 2/17/2016 4:51:50 PM



**C3**  
C-409  
SHIPPING CONTAINER - PLAN VIEW  
SCALE: 1/2"=1'-0"

SHIPPING CONTAINER ROOF NOT SHOWN FOR CLARITY.



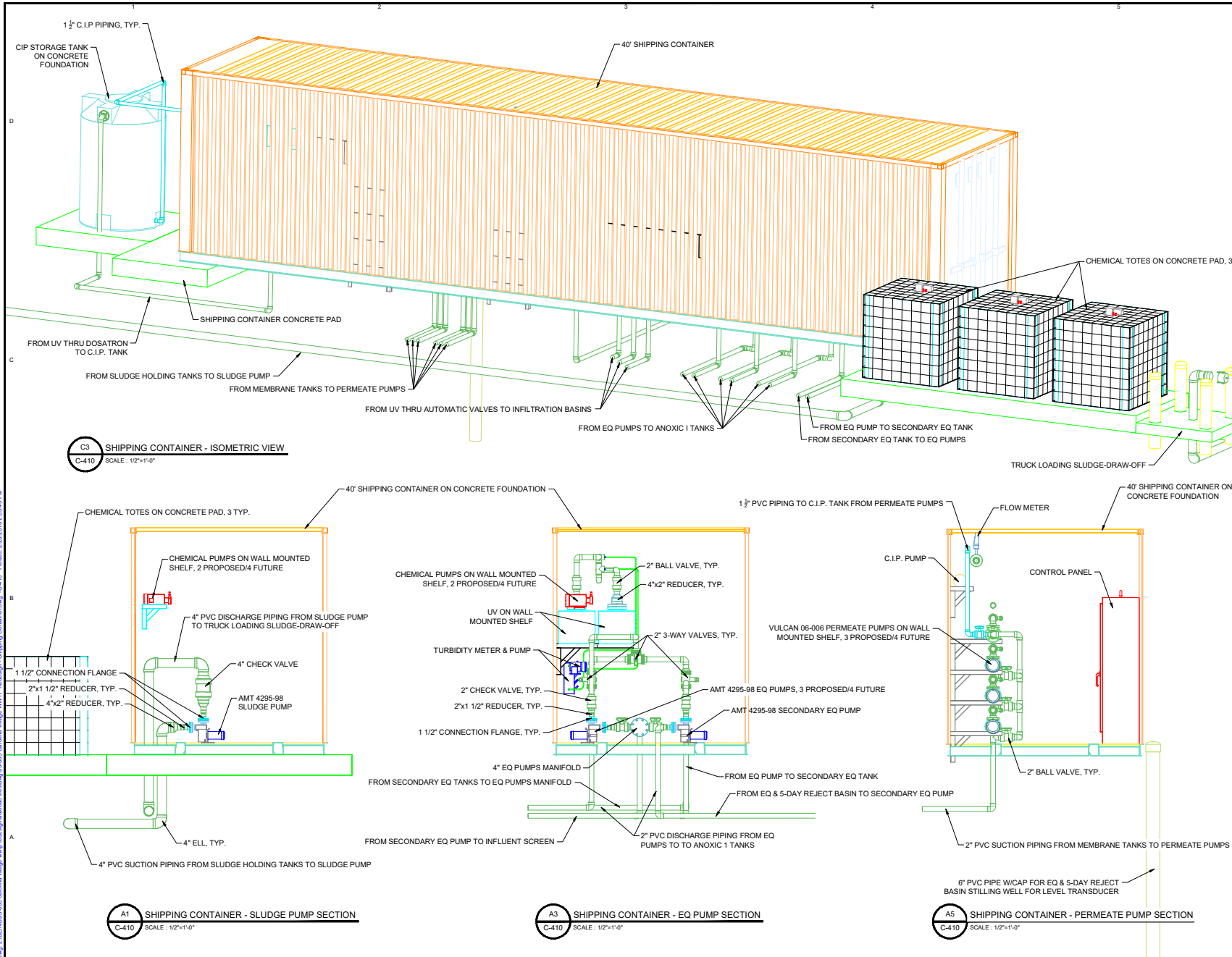
**A3**  
C-409  
SHIPPING CONTAINER - SIDE VIEW  
SCALE: 1/2"=1'-0"

SHIPPING CONTAINER SIDES NOT SHOWN FOR CLARITY.



Project: <b>Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd</b>	
Show/Title: <b>PROPOSED SHIPPING CONTAINER PUMP SKID - MODEL</b>	
Owner: Frank Basadre 6497 Bassa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924	
Designed By: <u>RGB</u> Drawn By: <u>SEB</u> Checked By: <u>LRB</u> Approved By: <u>RGB</u>	Sheet No: <b>C-409</b> 23 of 35
Original Release Date: 26 FEB 2016 Arch D Size Sheet Scale: AS SHOWN Project No: #95-003	
26 FEB 2016	
PO BOX 1804 IRMO, SC 29063 (803) 781-2965	

P:\05-18\05-005 Carolina Village WWTP Upgrade\05-005 Carolina Village WWTP Upgrade - Shipping Container\05-005 - Phase I-60,000gpd.dwg  
 Date: 2/26/2016 10:43:13 AM



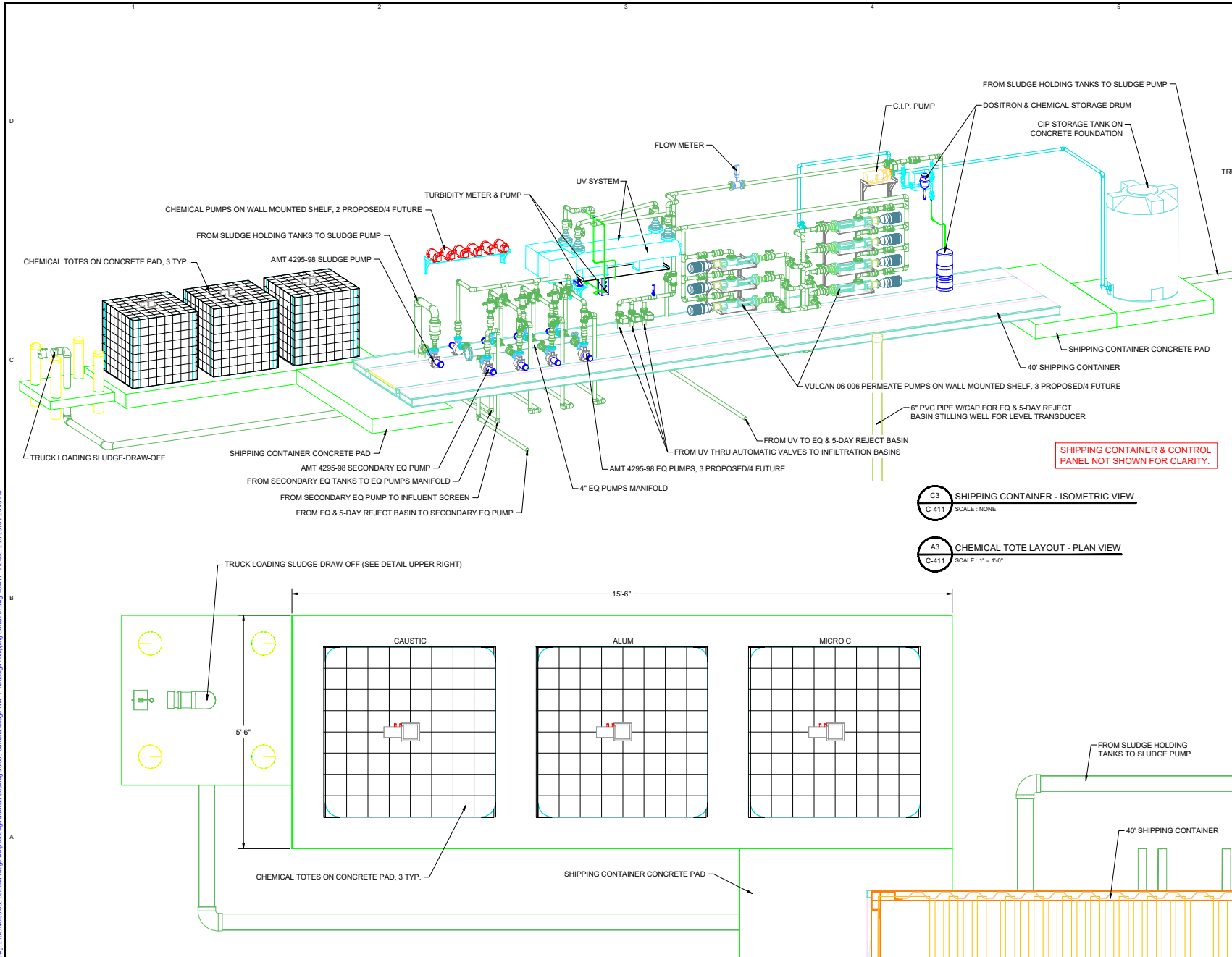
SHIPPING CONTAINER SIDES NOT SHOWN FOR CLARITY.



Project:		<b>Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd</b>	
Shows:		<b>PROPOSED SHIPPING CONTAINER PUMP SKID - ISO &amp; SECTIONS</b>	
Owner:		Frank Basadre 6497 Bassa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924	
Designed By:	RGB	Sheet No:	<b>C-410</b>
Drawn By:	SEB	24 of 35	
Checked By:	LRB	Arch D Size Sheet	
Approved By:	RGB	Scale: AS SHOWN Project No: #95-003	
Original Release Date:		26 FEB 2016	
Scale:		AS SHOWN	
Date:		26 FEB 2016	
PO BOX 1804 IRMO, SC 29063		(803) 781-2965	

Drawn by: SEB/RGB/2023/02/26/10:50:00 Carolina Village WWTP MBR Upgrade - Shipping Container Pump Skid - ISO & SECTIONS - C-410 - Revised: 2/26/2016 10:50:00 AM

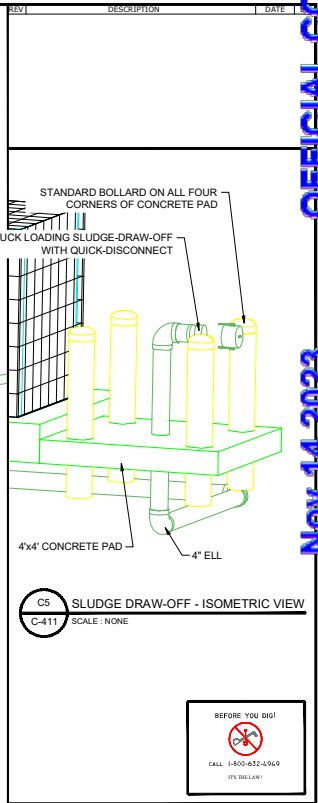




SHIPPING CONTAINER & CONTROL PANEL NOT SHOWN FOR CLARITY.

C3 SHIPPING CONTAINER - ISOMETRIC VIEW  
C-411 SCALE: NONE

A3 CHEMICAL TOTE LAYOUT - PLAN VIEW  
C-411 SCALE: 1" = 1'-0"



C5 SLUDGE DRAW-OFF - ISOMETRIC VIEW  
C-411 SCALE: NONE



Project: **Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd**

Showings: **PROPOSED SHIPPING CONTAINER PUMP SKID - ISOMETRIC**

Owner: Frank Basadre  
6497 Basa Lake Lane  
Harrison, TN 37341  
Phone: (423) 488-1924

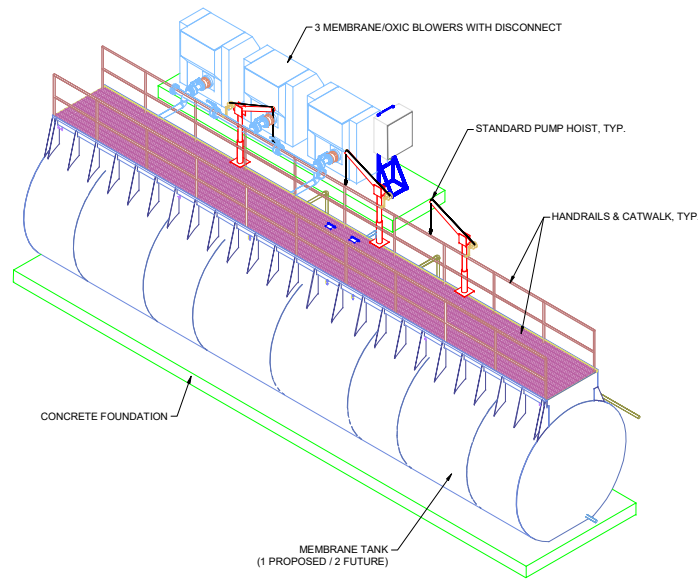
Designed By: RGB Sheet No:  
Drawn By: SEB  
Checked By: LRB  
Approved By: RGB  
Original Release Date: 26 FEB 2016 Arch D Size Sheet  
Scale: AS SHOWN Project No: #95-003

**C-411**

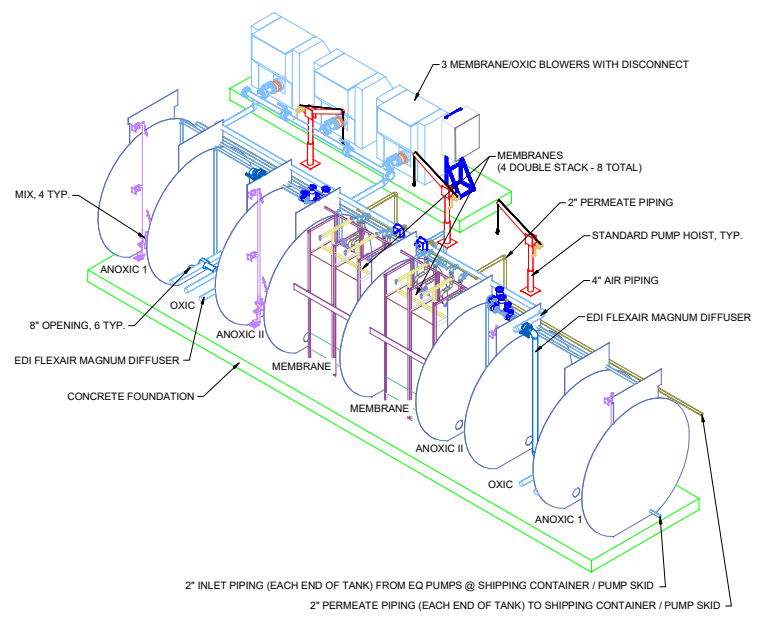
26 FEB 2016

PO BOX 1804 IRMO, SC 29063  
(803) 781-2965

Path: Z:\BENTON\2023\carolina\_village\_wwp\submittal\Drawings\03\03 Carolina Village WWTP Rebasadre - Shipping Container Pump Skid - C-411.dwg 2/22/2023 12:20:43 PM



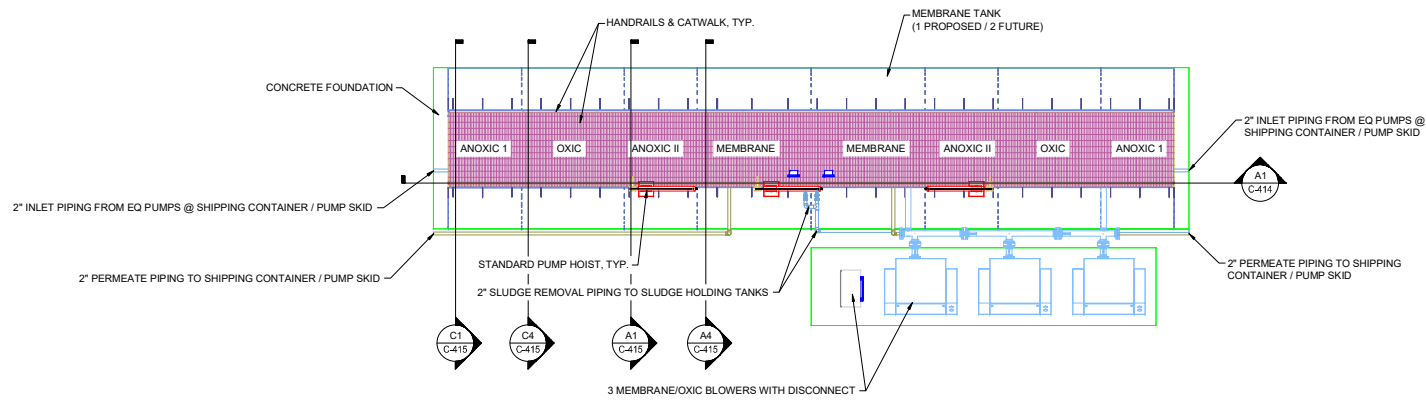
C1 ISOMETRIC VIEW  
C-412 SCALE: N.T.S.



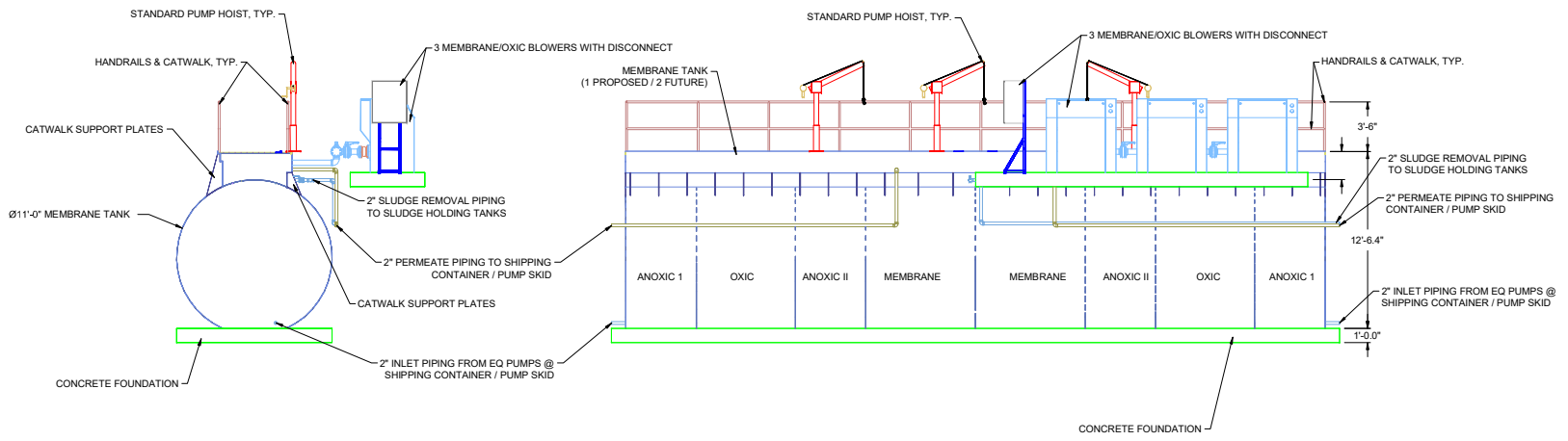
C1 ISOMETRIC VIEW - INSIDE TANK  
C-412 SCALE: N.T.S.

Project:		Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd	
Sheet Title:		PROPOSED MBR TANK MODEL - ISOMETRIC	
Owner:		Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924	
Designed By:	RGB	Sheet No:	C-412
Drawn By:	SEB		
Checked By:	RGB		
Approved By:	RGB		28 of 35
Original Release Date: 14 APRIL 2015		Arch D Size Sheet	
Scale:	AS SHOWN	Project No.:	#95-003
		n/12 mm	
PO BOX 1804 IRMO, SC 29063 (803) 781-2965			

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C4 PLAN VIEW  
C-413 SCALE: 1/4" = 1'-0"

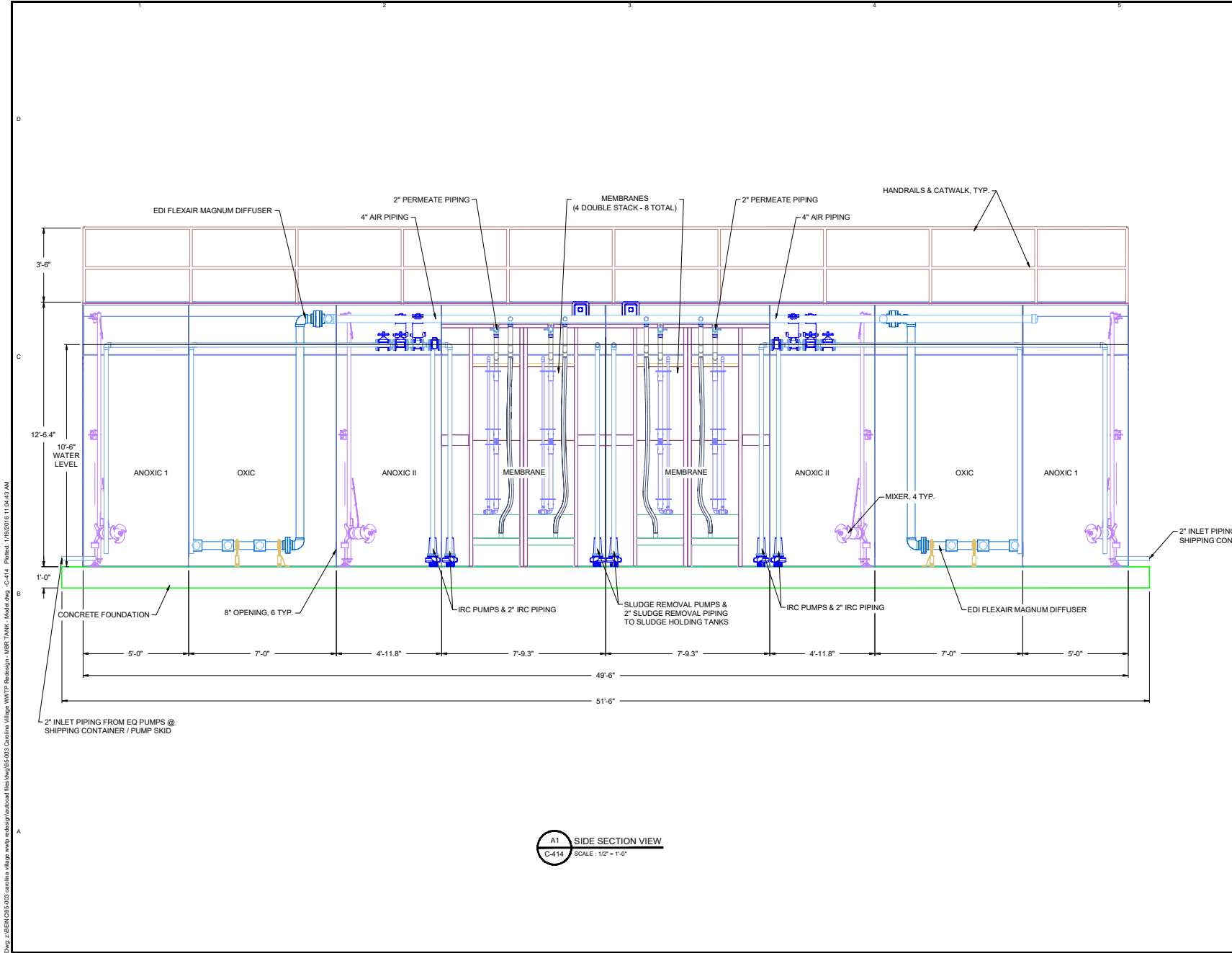


A1 END VIEW  
C-413 SCALE: 1/4" = 1'-0"

A4 SIDE VIEW  
C-413 SCALE: 1/4" = 1'-0"

Project:		Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase 1-60,000gpd	
Sheet Title:		PROPOSED MBR TANK MODEL - PLAN and ELEVATIONS	
Owner:		Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924	
Designed By:	RGB	Sheet No:	<b>C-413</b>
Drawn By:	SEB	27 of 35	
Checked By:	RGB	Arch D Size Sheet	
Approved By:	RGB	Project No: #95-003	
Original Release Date: 14 APRIL 2015		Scale: AS SHOWN	
PO BOX 1804 IRMO, SC 29063		(803) 781-2965	

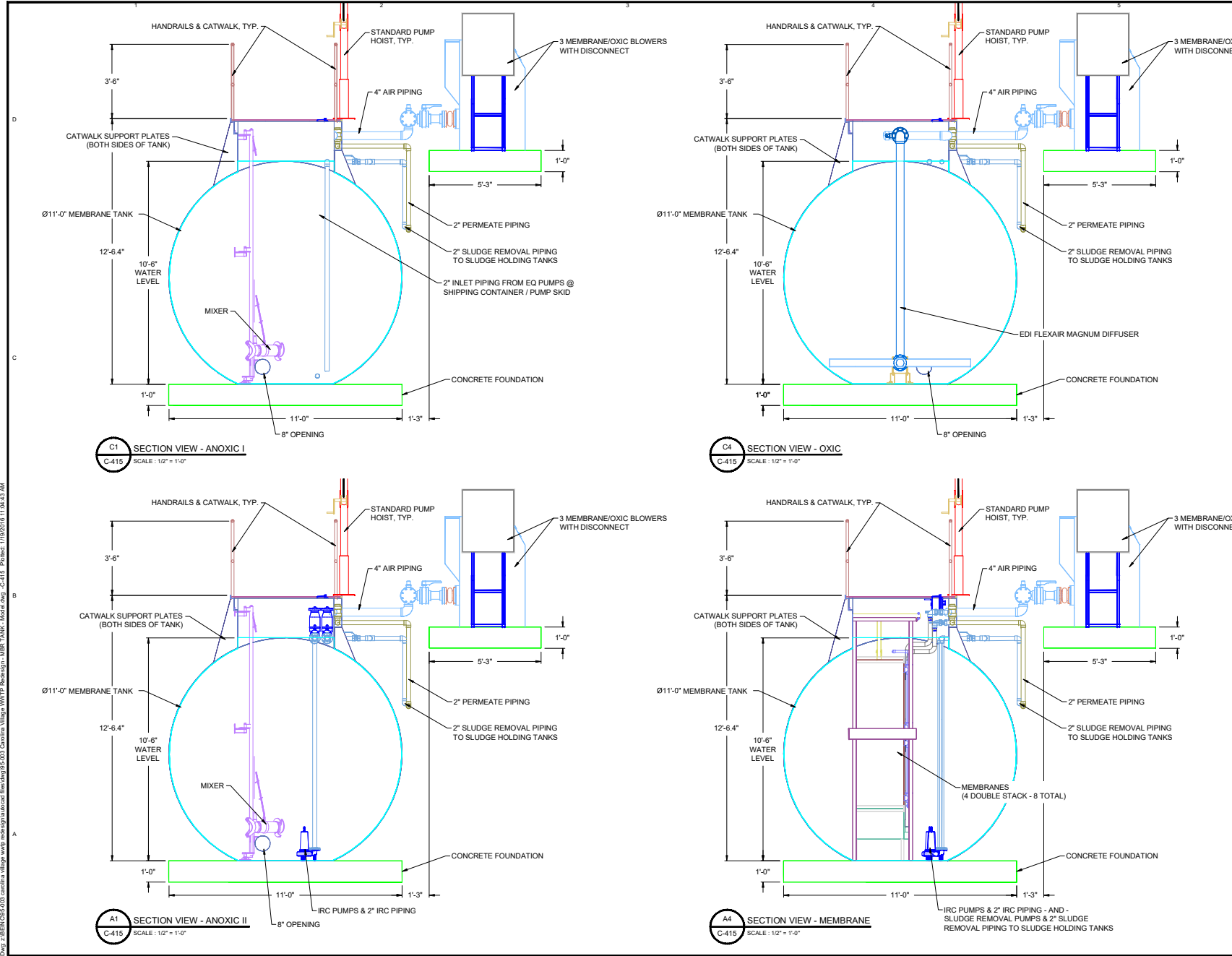
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A1 SIDE SECTION VIEW  
C-414 SCALE: 1/2" = 1'-0"

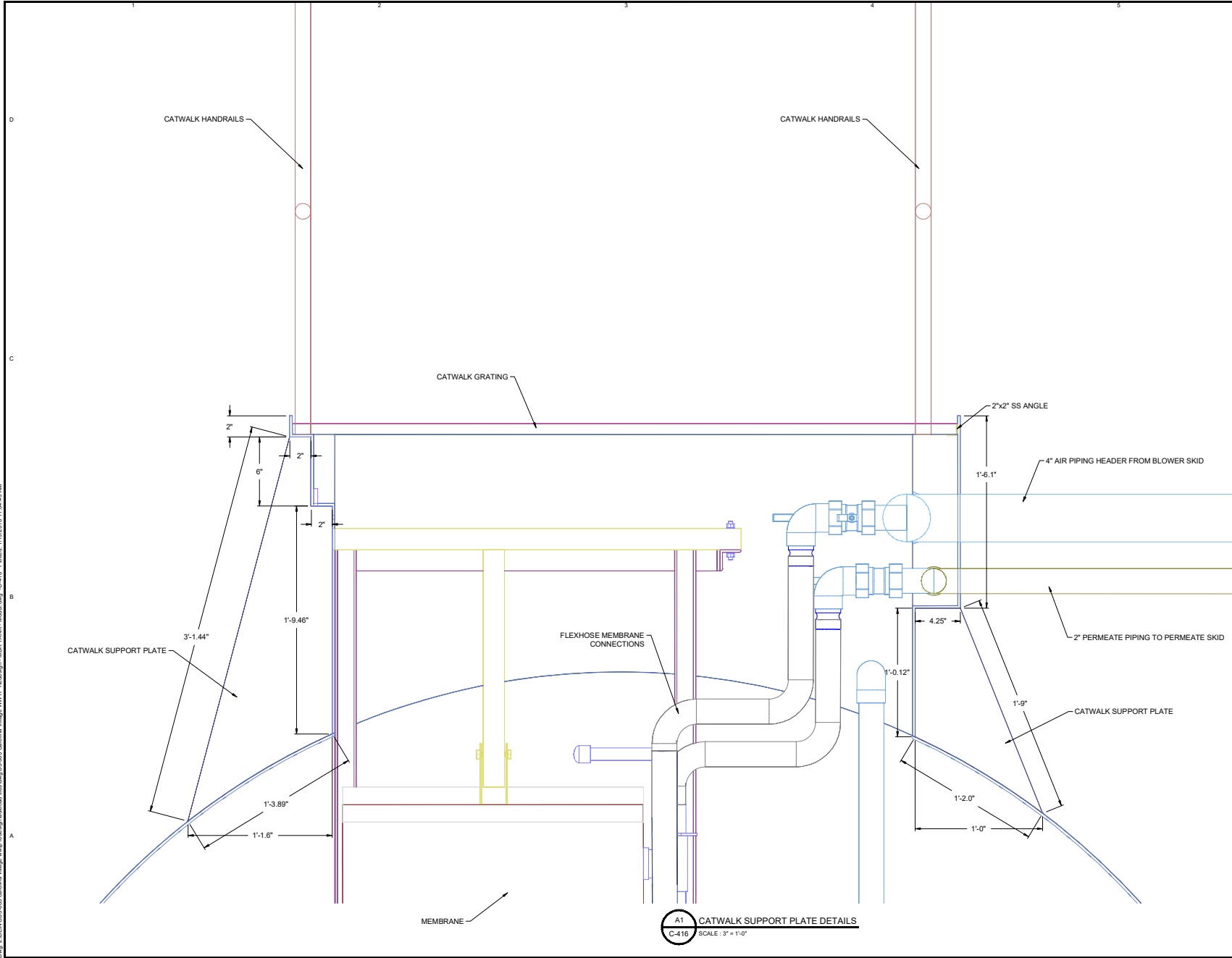
Project:		Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd	
Sheet Title:		PROPOSED MBR TANK MODEL - SECTIONS 1	
Owner:		Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924	
Designed By:	RGB	Sheet No.:	C-414
Drawn By:	SEB	Checked By:	RGB
Approved By:	RGB	Original Release Date:	14 APRIL 2015
Scale:		AS SHOWN	Project No.: #95-003
PO BOX 1804 IRMO, SC 29063 (803) 781-2965			

Dwg: z:\BEN\05-003 Carolina Village WWTP Redesign - MBR TANK Model.dwg, C-414, Project: 1/19/2016 11:04:43 AM



Project:		Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase 1-60,000gpd	
Sheet Title:		PROPOSED MBR TANK MODEL - SECTIONS 2	
Owner:		Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924	
Designed By:	RGB	Sheet No:	C-415
Drawn By:	SEB		29 of 35
Checked By:	RGB		Arch D Size Sheet
Approved By:	RGB		
Original Release Date:	14 APRIL 2015	Project No.:	#95-003
Scale:	AS SHOWN		
PO BOX 1804 IRMO, SC 29063		(803) 781-2965	

Dwg: z:\BEN\05-200-carolina-village-wwp-upgrade\sub5\03-carolina-village-wwtp-redesign-mbr-tank-model.dwg, C-415, Project: 11/20/18 11:04:43 AM



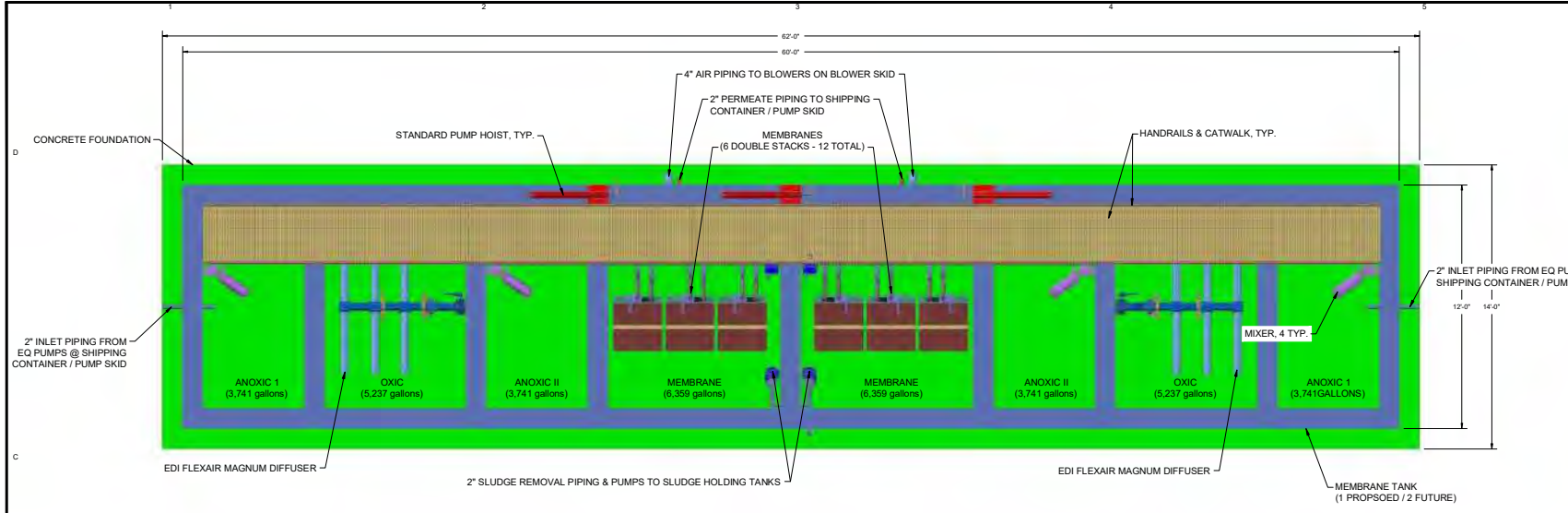
Project: <b>Carolina Village WWTP MBR                  Wastewater Treatment Plant Upgrade/                  Phase 1-60,000gpd</b>	
Sheet Title: <b>PROPOSED MBR TANK - CATWALK SUPPORT                  PLATE DETAIL</b>	
Owner: Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924	
Designed By: <u>          </u> RGB Drawn By: <u>          </u> SEB Checked By: <u>          </u> RGB Approved By: <u>          </u> RGB	Sheet No: <b>C-416</b> 30 of 35
Original Release Date: 14 APRIL 2015 Arch D Size Sheet	
Scale: AS SHOWN Project No: #95-003	
PO BOX 1804 IRMO, SC 29063 (803) 781-2965	

**A1 CATWALK SUPPORT PLATE DETAILS**  
 SCALE: 3" = 1'-0"

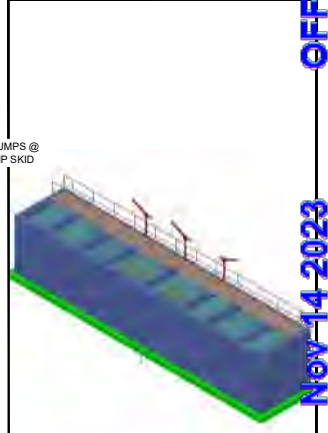
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NOV-14-2023

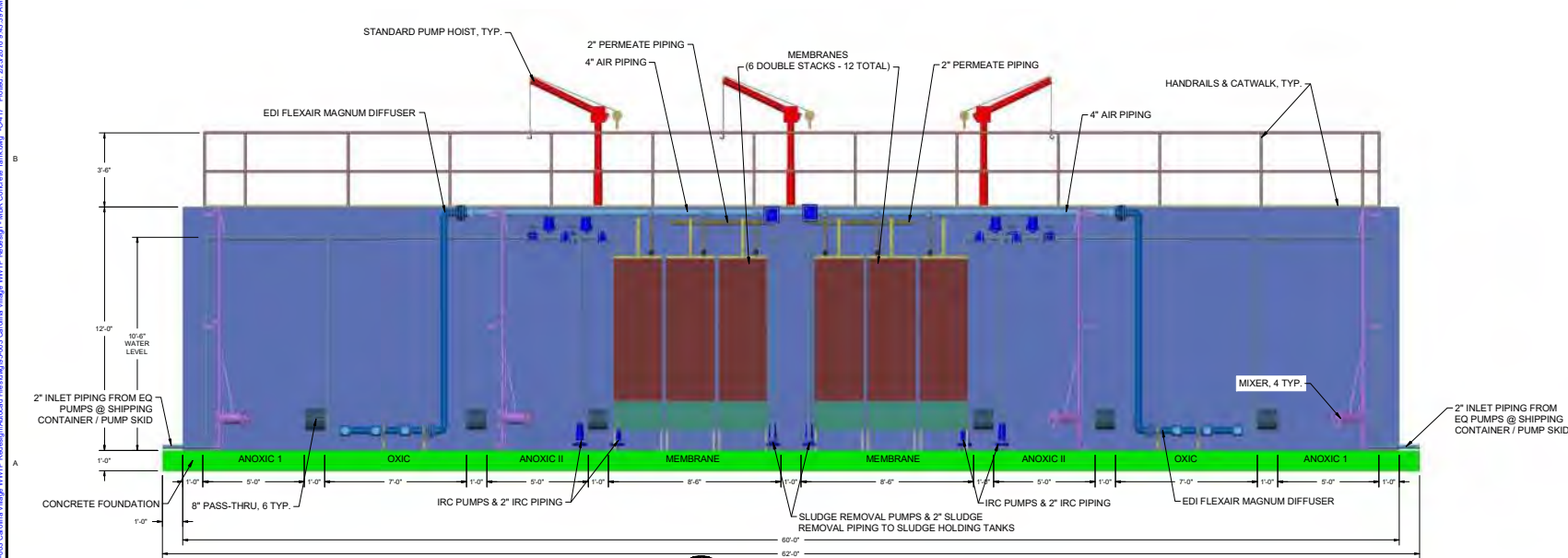


REV	DESCRIPTION	DATE	BY
1	ISSUED APPROXIMATE STRUCTURE MEMORANDUM	11/14/2023	SEB



C4 PLAN VIEW  
C-417 SCALE: 3/8" = 1'-0"

C5 ISOMETRIC VIEW  
C-417 SCALE: NONE



A1 SIDE SECTION VIEW  
C-417 SCALE: 3/8" = 1'-0"

Project: **Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd**

OPTIONAL MBR CONCRETE TANK - PLAN and ELEVATION

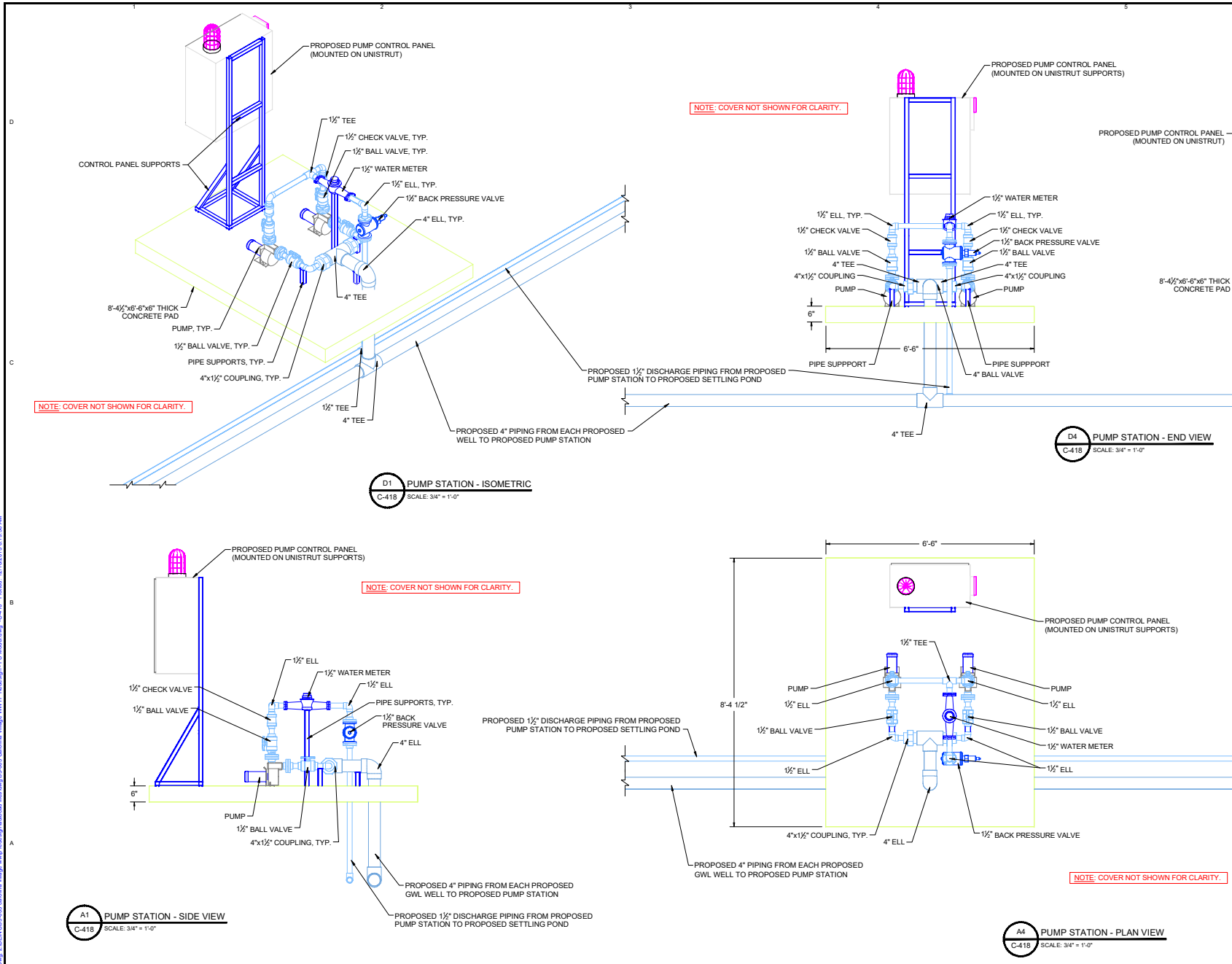
Owner: Frank Basadre  
6497 Basa Lake Lane  
Harrison, TN 37341  
Phone: (423) 488-1924

Designed By: RGB Sheet No: **C-417**  
 Drawn By: SEB  
 Checked By: RGB  
 Approved By: RGB 31 of 35  
 Original Release Date: 26 FEB 2016 Arch D Size Sheet  
 Scale: 1" = 60'-0" Project No.: #95-003

26 FEB 2016

PO BOX 1804 IRMO, SC 29063  
(803) 781-2965

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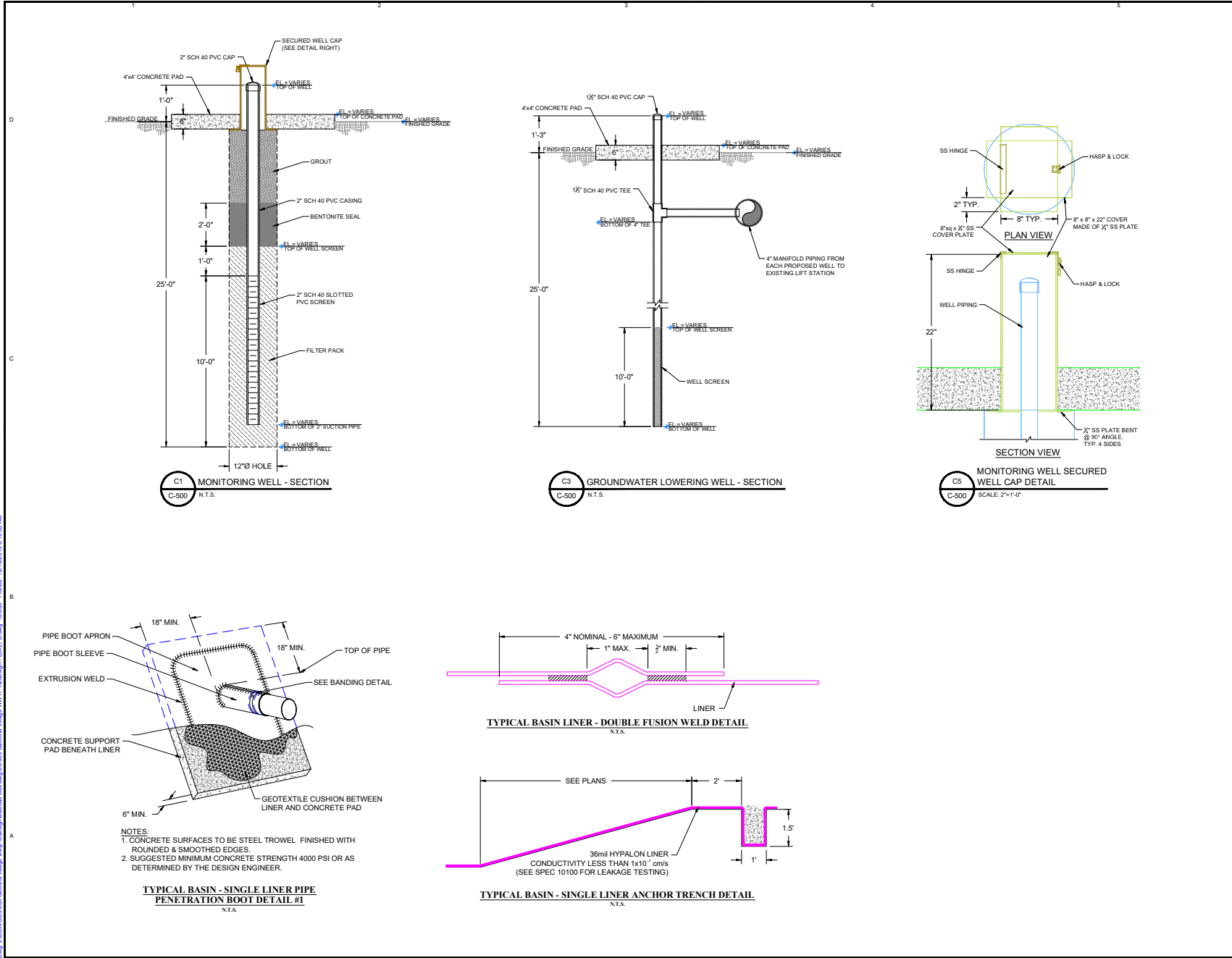
REV	DESCRIPTION	DATE
D5	PUMP STATION - ISOMETRIC	
C-418	SCALE: NONE	

<p>BEFORE YOU DIG! CALL 1-800-632-6469 ITS DELAWARE!</p>	
Project: <b>Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd</b>	
Sheet Title: <b>PROPOSED GWL PUMP STATION MODEL</b>	
Owner: Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924	
Designed By: <u>                    </u> RGB Drawn By: <u>                    </u> SEB Checked By: <u>                    </u> RGB Approved By: <u>                    </u> RGB	Sheet No: <b>C-418</b> 32 of 35 Arch D Size Sheet Original Release Date: 26 FEB 2016 Scale: 1" = 60'-0" Project No: #95-003
PO BOX 1804 IRMO, SC 29063 (803) 781-2965	

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 Date: 11/14/2023 11:19 AM  
 Plot: 12/14/2023 11:19 AM  
 Plotter: HP DesignJet 500





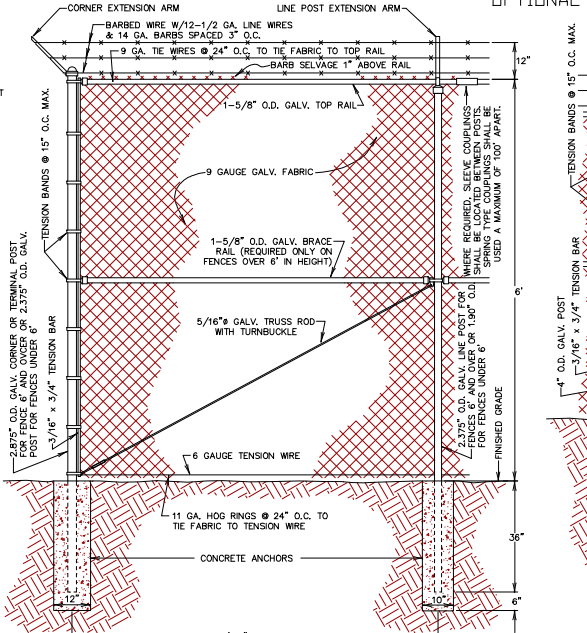
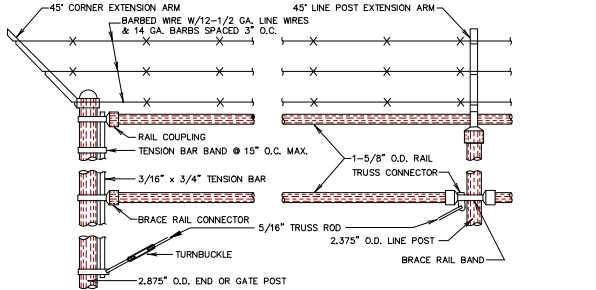
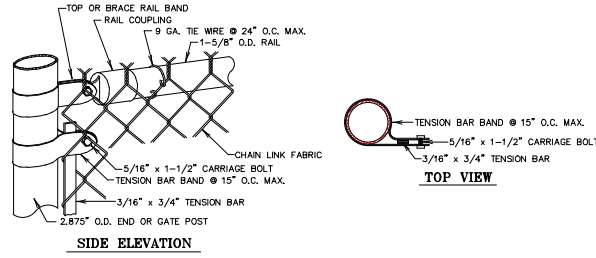
REV	DESCRIPTION	DATE

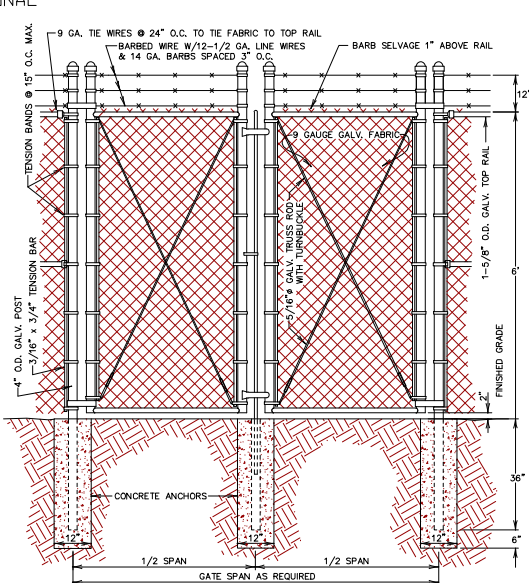
Project: <b>Carolina Village WWTP MBR</b> Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd	
Sheet Title: <b>PROPOSED GWL WELLS &amp; POND LINER - DETAILS</b>	
Owner: Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924	
Designed By: RGB Drawn By: LRB/SEB Checked By: RGB Approved By: RGB Date: 26 FEB 2016 Scale: 1" = 200'-0"	Sheet No: <b>C-500</b> 33 of 35 Arch D Size Sheet Project No: #95-003
PO BOX 1804 IRMO, SC 29063 (803) 781-2965	

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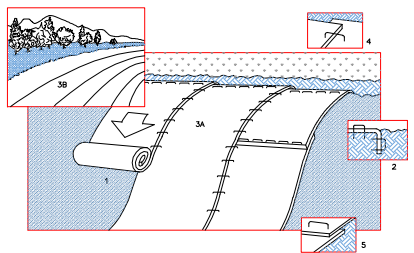
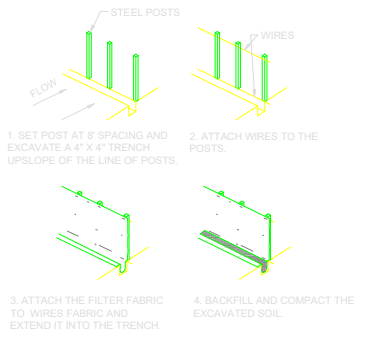


NOTE: BARBED WIRE OPTIONAL



**DOUBLE SWING GATE DETAIL**

NOT TO SCALE  
 DETAIL # 2



**LAND GRADING CONSTRUCTION SPECIFICATION:**

1. CONSTRUCT & MAINTAIN ALL EROSION & SEDIMENTATION CONTROL PRACTICES & MEASURES IN ACCORDANCE WITH THE APPROVED SEDIMENTATION CONTROL PLAN & CONSTRUCTION SCHEDULE.
2. REMOVE GOOD TOPSOIL FROM AREAS TO BE GRADED & FILLED, & PRESERVE IT FOR USE IN FINISHING THE GRADING OF ALL CRITICAL AREAS.
3. SCARIFY AREAS TO BE TOPSOILED TO A MINIMUM DEPTH OF 2" BEFORE PLACING TOPSOIL.
4. CLEAR & GRUB AREAS TO BE FILLED TO REMOVE TREES, VEGETATION, ROOTS, OR OTHER OBJECTIONABLE MATERIAL THAT WOULD AFFECT THE PLANNED STABILITY OF FILL.
5. ENSURE THAT FILL MATERIAL IS FREE OF BRUSH, RUBBISH, ROCKS, LOGS, STUMPS, BUILDING DEBRIS, AND OTHER MATERIALS INAPPROPRIATE FOR CONSTRUCTING STABLE FILLS.
6. PLACE ALL FILL IN LAYERS NOT TO EXCEED 9" IN THICKNESS, AND COMPACT THE LAYERS AS REQUIRED TO REDUCE EROSION, SURFACE SETTLEMENT, OR OTHER RELATED PROBLEMS.
7. DO NOT INCORPORATE FROZEN MATERIAL OR SOFT, MUSKY, OR HIGHLY COMPRESSIBLE MATERIALS INTO FILL SLOPES.
8. DO NOT PLACE FILL ON FROZEN FOUNDATION, DUE TO POSSIBLE SUBSIDENCE AND SLIPAGE.
9. KEEP DIVERSIONS AND OTHER WATER CONVEYANCE MEASURES FREE OF SEDIMENT DURING ALL PHASES OF DEVELOPMENT.
10. HANDLE SHEETS OR SPRINGS ENCOUNTERED DURING CONSTRUCTION IN ACCORDANCE WITH APPROVED METHODS.
11. PROVIDE A GROUND COVER (TEMPORARY OR PERMANENT) ON EXPOSED SLOPES WITHIN 21 CALENDAR DAYS FOLLOWING COMPLETION OF ANY PHASE OF GRADING; AND, A PERMANENT GROUND COVER FOR ALL DISTURBED AREAS WITHIN 15 WORKING DAYS OR 90 CALENDAR DAYS (WHICHEVER IS SHORTER) FOLLOWING COMPLETION OF CONSTRUCTION OR DEVELOPMENT.
12. PROVIDE ADEQUATE GROUND COVER FOR ALL TOPSOIL STOCKPILES, BORROW AREAS, AND SPILL AREAS.

**MAINTENANCE:**  
 PERIODICALLY CHECK ALL GRADED AREAS & THE SUPPORTING EROSION & SEDIMENTATION CONTROL PRACTICES, ESPECIALLY AFTER HEAVY RAINFALLS. PROMPTLY REPAIR ALL SEDIMENT FROM DIVERSIONS AND OTHER WATER DISPOSAL PRACTICES. IF WASHOUTS OR BREAKS OCCUR, REPAIR THEM IMMEDIATELY. PROMPT MAINTENANCE OF SMALL-ERODED AREAS BEFORE THEY BECOME SIGNIFICANT GULLIES IS AN ESSENTIAL PART OF AN EFFECTIVE EROSION & SEDIMENTATION CONTROL PLAN.

**PVC AND DUCTILE IRON PIPE SEWER FORCE MAIN**

- 1.01 SCOPE**  
 A. Sewer force mains shall be constructed as specified in the applicable section of these specifications. Rigid PVC pressure pipe as described in this specification is designed to transport wastewater at pressures (including surge) up to the maximum class rating.
- 1.02 PIPE MATERIALS**  
 A. Material used to produce the pipe and couplings shall conform to ASTM D1784, Type 1, 2000 psi design stress. Unless otherwise noted, all PVC force mains shall be Class 160 (SDR 26) PVC pipe and shall conform to the latest revision of ASTM D2241. The manufacturer's mark and year of manufacture shall be stamped on each length of pipe. PVC pipe shall be installed in accordance with ASTM D-2321, latest revision. All ductile iron pipe force main shall conform to ASTM A-377.
- 1.03 PIPE JOINTS**  
 A. Slip joints shall be manufactured in accordance with ANSI Specifications. Bell shall be shaped to receive the circular gasketed coupling. Spigot ends shall have tapered ends. Rubber gasketing shall conform to ASTM D1869, latest revision.
- Connections shall be made by installing manufacturer's lubricant guiding tapered end into bell until contact with the circular gasketed coupling. Spigot ends shall have tapered ends. Rubber gasketing shall conform to ASTM D1869, latest revision.
- 1.04 FITTINGS**  
 A. All fittings shall be mechanical joint, made up with steel bolts, ASTM-A307, Grade B.
- 1.05 VALVES**  
 A. All gate valves less than 24 inches shall be single disc, double seat, tapered wedge construction in accordance with AWWA Specification C-500.  
 Gate valves 3" and larger shall be iron body, bronze mounted and constructed in accordance with AWWA Specification C-500. Unless otherwise noted, gate valves shall have non-rising stems and shall be installed vertically, and enclosed in C.I. boxes.  
 Gate valves larger than 12" diameter shall be geared, the minimum ratio to be 2:1 for valves 12" to 24", 3:1 for valves 30" to 36", 4:1 for valves over 36".
- 1.06 CHECK VALVES**  
 A. Check valves shall be iron body bronze mounted swing check valves with no lever or spring. Check valves shall be manufactured to be used either in horizontal or vertical position. The valves shall be equal to Clog F-580.
- 1.07 PROTECTION OF OTHER UTILITIES AND STRUCTURES**  
 A. Any person due to existing utility lines, services, poles, and structures of every nature shall be repaired or replaced by the Contractor at his own expense.

- SOIL EROSION & SEDIMENT CONTROL PLAN NOTES:**
- 1) OBTAIN PLAN APPROVAL AND OTHER APPLICABLE PERMITS.
  - 2) FLAG AND/OR ROUGH STAKE WORK LIMITS.
  - 3) HOLD PRECONSTRUCTION CONFERENCE (OWNER, CONTRACTOR, ENGINEER, AND APPROPRIATE GOVERNMENT OFFICIALS) AT LEAST ONE WEEK PRIOR TO START OF CONSTRUCTION ACTIVITIES.
  - 4) INSTALL SILT AND SAND FENCING @ LOCATIONS SHOWN ON PLAN.
  - 5) COMPLETE CLEARING AND GRUBBING PROCEDURES.
  - 6) GRADE SITE ACCORDING TO PLAN.
  - 7) ALL EROSION SEDIMENT CONTROL PRACTICES WILL BE INSPECTED WEEKLY AND AFTER HEAVY RAINFALL EVENTS. NEEDED REPAIRS WILL BE MADE IMMEDIATELY.
  - 8) NO DEBRIS WILL BE BURIED ON THIS SITE.
  - 9) ALL EROSION AND SEDIMENT CONTROL, STORMWATER MANAGEMENT AND DRAINAGE DESIGN SHALL BE IN ACCORDANCE WITH THE NORTH CAROLINA SEDIMENT AND STORMWATER REGULATIONS AND WITH THE CURRITUCK COUNTY CODE.
  - 10) EXISTING UTILITIES ARE A RESPONSIBILITY WITH THE BEST AVAILABLE INFORMATION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONTACT THE GOVERNING UTILITY COMPANIES 30 THREEDAYS PRIOR TO CONSTRUCTION IN ORDER TO VERIFY THE UTILITY LOCATIONS IN THE FIELD.
  - 11) THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE ANY AND ALL DAMAGES DONE TO THEM DUE TO HIS NEGLIGENCE SHALL BE IMMEDIATELY AND COMPETENTLY REPAIRED AT HIS EXPENSE.
  - 12) THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL APPLICABLE PERMITS, INSURANCE BONDS, ETC. REQUIRED BY LOCAL STATE AND/OR FEDERAL AGENCIES NECESSARY FOR CONSTRUCTION.
  - 13) PLAN LOCATION AND DIMENSIONS SHALL BE STRICTLY ADHERED TO UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
  - 14) ALL DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED WITHIN THIRTY DAYS OF LAND DISTURBING ACTIVITIES. IF SAID ACTIVITIES OCCUR AFTER THE PERMANENT VEGETATION SEEDING DATES (APR. 1-SEP.30) THEN TEMPORARY VEGETATION SEEDING SPECIFICATIONS SHALL BE FOLLOWED FOR PLANTING UNTIL THE NEXT APPROPRIATE PERMANENT SEEDING PERIOD. AT WHICH TIME PERMANENT VEGETATION SHALL BE ESTABLISHED ACCORDING TO PERMANENT VEGETATION SEEDING SPECIFICATIONS (SEE PERM. & TEMP. SEEDING SPECS THIS SHEET).
  - 15) IF EXCESSIVE WIND EROSION OR STORMWATER RUNOFF EROSION DEVELOPS DURING CONSTRUCTION IN ANY LOCATION ON THE PROJECT, ADDITIONAL SAND OR SILT FENCING SHALL BE INSTALLED AS DIRECTED BY ENGINEER SO AS TO PREVENT DAMAGE TO ADJACENT PROPERTY. SEE SAND AND SILT FENCE DETAIL THIS SHEET.
  - 16) SOIL EROSION AND SEDIMENTATION CONTROLS TO BE INSPECTED, MAINTAINED AND REPAIRED AS NECESSARY UNTIL PERMANENT CONTROLS ARE ESTABLISHED PER CONSTRUCTION SCHEDULE.

- EROSION AND SEDIMENT CONTROL MAINTENANCE NOTES:**
- 1) PERIODICALLY CHECK ALL GRADED AREAS AND THE SUPPORTING EROSION AND SEDIMENTATION CONTROL PRACTICES, ESPECIALLY AFTER HEAVY RAINFALLS. PROMPTLY REMOVE ALL SEDIMENT FROM DIVERSIONS AND OTHER WATER DISPOSAL PRACTICES. IF WASHOUTS OR BREAKS OCCUR, REPAIR THEM IMMEDIATELY. PROMPT MAINTENANCE OF SMALL-ERODED AREAS BEFORE THEY BECOME SIGNIFICANT GULLIES IS AN ESSENTIAL PART OF AN EFFECTIVE EROSION & SEDIMENTATION CONTROL PLAN.
  - 2) ALL EROSION AND SEDIMENT CONTROL MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR DURING CONSTRUCTION PHASE AND THE PROPERTY OWNER THEREAFTER.
  - 3) PROVIDE A GROUND COVER (TEMPORARY OR PERMANENT) ON EXPOSED SLOPES WITHIN 21 CALENDAR DAYS FOLLOWING COMPLETION OF ANY PHASE OF GRADING, AND A PERMANENT GROUND COVER FOR ALL DISTURBED AREAS WITHIN 15 WORKING DAYS OR 90 CALENDAR DAYS (WHICHEVER IS SHORTER) FOLLOWING COMPLETION OF CONSTRUCTION OR DEVELOPMENT.

Project: **Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd**

Sheet Title: **MISCELLANEOUS DETAILS - SHEET 1**

Owner: Frank Basadre  
 6497 Basa Lake Lane  
 Harrison, TN 37341  
 Phone: (423) 488-1924

Designed By: RGB  
 Drawn By: RGB/SEB  
 Checked By: RGB  
 Approved By: RGB  
 Date: 28 FEB 2016 Arch D Size Sheet  
 Scale: AS SHOWN Project No.: #95-003

C:\Users\jacob.maher\OneDrive\Documents\WWTP Permitted Plans\Exhibit 9 - WW Permitted Plans\W-1333, Sub 5\Drawings\09-001 - Miscellaneous Details.dwg - C-501 - 12/15/2015 9:49:22 AM



ROY COOPER  
Governor

ELIZABETH S. BISER  
Secretary

  
Director



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Exhibit 9 - WW Permitted Plans

May 2, 2023

MICHAEL MYERS – VICE PRESIDENT  
CURRITUCK WATER AND SEWER, LLC  
4700 HOMEWOOD COURT – SUITE 108  
RALEIGH, NORTH CAROLINA 27609

Subject: Acknowledgement of  
Application No. WQ0004696  
Carolina Village WWTP  
High-Rate Infiltration System  
Currituck County

Nov 14 2023

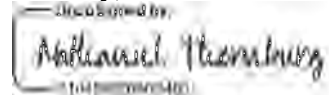
Dear Mr. Myers,

Pursuant to [15A NCAC 02T .0107\(a\)](#), the Non-Discharge Branch acknowledges the receipt of your permit change of ownership request received on May 1, 2023. The Central Office’s primary reviewer of your application package is Zachary Mega.

Within 90 days of application receipt, Central and Washington Regional Office staff will perform a detailed review of the provided application and will either contact you with a request for additional information or take a final permitting action. If the Non-Discharge Branch requests additional information, the 90-day processing period begins on the date the Non-Discharge Branch receives the additional information. Please note Washington Regional Office staff may contact you to schedule a site visit.

If you have any questions about this letter or the application review process, please contact Zachary Mega at [zachary.mega@ncdenr.gov](mailto:zachary.mega@ncdenr.gov).

Sincerely,



Nathaniel D. Thornburg, Branch Chief  
Division of Water Resources

cc: Washington Regional Office, Water Quality Regional Operations Section (Electronic Copy)  
Laserfiche File (Electronic Copy)





NORTH CAROLINA  
Environmental Quality

August 15, 2023

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

RICHARD E. ROGERS, JR.

Director

MICHAEL MYERS – VICE PRESIDENT  
CURRITUCK WATER AND SEWER, LLC  
4700 HOMEWOOD COURT – SUITE 108  
RALEIGH, NORTH CAROLINA 27609

Subject: Permit No. WQ0004696  
Carolina Village WWTP  
High-Rate Infiltration System  
Currituck County

Dear Mr. Myers,

In response to your permit change of ownership request received on May 1, 2023, and subsequent additional information received on July 14, 2023, we are forwarding herewith Permit No. WQ0004696 dated August 15, 2023, to Currituck Water and Sewer, LLC for the continued operation and subsequent abandonment/repurposing of the existing wastewater treatment and high-rate infiltration facilities, as well as the construction and operation of the proposed wastewater treatment and high-rate infiltration facilities.

This permit is effective from the date of issuance through October 31, 2030, shall replace Permit No. WQ0004696 issued on February 22, 2017, and is subject to the conditions and limitations therein. **The Permittee shall submit a renewal application no later than May 4, 2030.**

Please pay attention to the monitoring requirements listed in Attachments A, B, and C for they may differ from the previous permit issuance. Failure to establish an adequate system for collecting and maintaining the required operational information may result in future non-compliance.

**The Division has removed the following permit conditions since the last permit issuance dated February 22, 2017:**

- Old Condition I.2 – The Division has removed this condition because Special Order by Consent (EMC SOC S15-003) expired on April 30, 2020.
- Old Condition II.3 – The Division has removed this condition.
- Old Condition II.10 – The Division has removed this condition because the Permittee owns all the infiltration sites.
- Old Condition III.15 – The Division has removed this condition because it is in Condition IV.9.f.
- Old Condition VI.2 – The Division has removed this condition because this permit is not voidable.



North Carolina Department of Environmental Quality | Division of Water Resources  
512 North Salisbury Street | 1617 Mail Service Center | Raleigh, North Carolina 27699-1617  
919.707.9000

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Nov 14 2023

**The following permit conditions are new or modified since the last permit issuance dated February 22, 2017:**

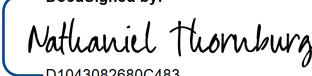
- Condition I.3 – Within 180 days of this permit’s effective date, the Permittee shall either permanently abandon the interim wastewater irrigation system and all associated pumps, piping, valves, controls, and appurtenances or apply for a permit modification for the inclusion of the interim wastewater irrigation system.
- Condition I.9 – Prior to the operation of the modified facilities, the Permittee shall submit an amended Operation and Maintenance Plan. The Permittee shall submit the amended Operation and Maintenance Plan via the Non-Discharge [online portal](#).
- Condition II.9 – The Division has modified Old Condition II.11 to correspond to the setbacks at the time of the original permitting or the most recent major modification for each infiltration site and storage/treatment unit.
- Condition III.14 – The Permittee shall test and calibrate metering equipment annually.
- Condition III.15 – The Permittee shall provide and maintain onsite an automatically activated standby power source capable of powering all essential treatment units. If the Permittee employs a generator as an alternate power supply, the Permittee shall test it weekly.
- Conditions IV.5.d, IV.5.e, and IV.5.f – The Division has modified Old Condition IV.5 to include the length of site infiltration time, continuous weekly, monthly, and year-to-date hydraulic (inches/acre) loadings, and continuous monthly and year-to-date loadings for any non-hydraulic parameter specifically limited in Attachment B in the effluent infiltration records.
- Conditions IV.9.b and IV.9.e – The Division has modified Old Condition IV.9 to include the date of infiltration equipment calibration and the date and results of the alternate power supply testing in the maintenance log.
- Conditions VI.9 – Unless the Division Director grants a variance, the Division shall not renew this permit if the Permittee or any affiliation has not paid an annual fee pursuant to [15A NCAC 02T .0105\(e\)\(2\)](#).

This permit can be contested as provided in [Chapter 150B of the North Carolina General Statutes](#) by filing a Petition for a Contested Case Hearing (Petition) with the North Carolina Office of Administrative Hearings (OAH) within 30 calendar days. Requirements for filing a Petition are set forth in [Chapter 150B of the North Carolina General Statutes](#) and [Title 26 of the North Carolina Administrative Code](#). Those interested in filing may access additional information regarding the requirements for filing a Petition and Petition forms at the OAH [website](#) or by calling the OAH Clerk’s Office at (919) 431-3000. A party filing a Petition shall serve a copy of the Petition on the Department of Environmental Quality’s Office of General Counsel at 1601 Mail Service Center, Raleigh, NC 27699-1601. If the party filing the Petition is not the Permittee, then the party shall also serve the Permittee pursuant to [G.S. 150B-23\(a\)](#).

Mr. Michael Myers  
August 15, 2023  
Page 3 of 3

If you need additional information concerning this permit, please contact Zachary Mega at (919) 707-3658 or [zachary.mega@deq.nc.gov](mailto:zachary.mega@deq.nc.gov).

Sincerely,

DocuSigned by:  
  
D1043082680C483...

Richard E. Rogers, Jr., Director  
Division of Water Resources

cc: Currituck County Health Department (Electronic Copy)  
Washington Regional Office, Water Quality Regional Operations Section (Electronic Copy)  
Laserfiche File (Electronic Copy)  
Digital Permit Archive (Electronic Copy)

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Nov 14 2023

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**NORTH CAROLINA**  
**ENVIRONMENTAL MANAGEMENT COMMISSION**  
**DEPARTMENT OF ENVIRONMENTAL QUALITY**  
**RALEIGH**  
**HIGH-RATE INFILTRATION SYSTEM PERMIT**

---

Pursuant to the provisions of Article 21 of Chapter 143, General Statutes of North Carolina as amended,  
and other applicable Laws, Rules, and Regulations

PERMISSION IS HEREBY GRANTED TO

**Currituck Water and Sewer, LLC**  
Currituck County

FOR THE

operation of a 60,000 gallon per day (GPD) wastewater treatment and high-rate infiltration facility consisting of the:

abandonment and proper closure of: a sludge holding/transfer pond; a 2.8 million gallon (MG) infiltration basin with a designed loading rate of 1.49 gallons per day per square foot (GPD/ft<sup>2</sup>); approximately 1,408 linear feet (LF) of 8-inch perforated underdrain system; a groundwater lowering pump station with two 300 gallon per minute (GPM) pumps, a flow meter, and audible/visual high-water alarms; and all associated piping, valves, controls and appurtenances; the

continued operation and subsequent abandonment of: an influent bar screen; a 25,000 gallon equalization basin with two 42 GPM pumps; two 375 cubic feet per minute (CFM) blowers serving the to-be-repurposed aeration tanks; two 19.63 square foot (ft<sup>2</sup>) tertiary filters with two 52 GPM dosing pumps and two 294 GPM backwash pumps; two tablet chlorinators; a 5,000 gallon aerated sludge holding tank; a 4.36 MG lined storage lagoon; an open-channel flow meter; four 5 horsepower (hp) pump stations (i.e., A, B, C, and D); a recording flow meter between the disposal pumps and the disposal areas; an auxiliary standby power generator; and all associated piping, valves, controls and appurtenances; the

continued operation and subsequent repurposing of: the northwest roughed-in basin into a 636,117 gallon synthetically lined flow equalization/five-day upset basin with three 28 GPM pumps and two 7.5 hp aerating mixers; an influent flow meter; twelve 5,000 gallon aeration tanks into two 5,000 gallon secondary equalization tanks and ten 5,000 sludge holding tanks served by two new 260 CFM blowers; with continued use of three 7,817 gallon clarifiers; and all associated piping, valves, controls and appurtenances; the

construction and operation of: two influent rotary 0.2 millimeter (mm) Contec DF12 fine screens with an auger and dumpster; two 44 GPM equalization pumps; three 22 GPM secondary equalization pumps; a 250 gallon caustic soda tank with two 0.25 gallons per hour (GPH) chemical metering pumps; a 250 gallon alum tank with two 0.25 GPH chemical metering pumps; a 250 gallon carbon source tank with two 0.25 GPH chemical metering pumps; two 4,480 gallon anoxic tanks with four 2.8 hp mixers; two 6,284 gallon membrane tanks with twelve U70 membranes (six per train, double-stacked) and two 190 CFM membrane blowers; a 190 CFM oxic blower; three permeate 26 GPM pumps; two ultraviolet (UV) disinfection units with a total of four lamps; an effluent flow meter; a turbidimeter; a 150 kilowatt (kW) auxiliary standby power generator; and all associated piping, valves, controls and appurtenances; and the

construction and operation of: two 0.29 acre high-rate infiltration spray bed with a loading rate of 2.35 GPD/ft<sup>2</sup>; a groundwater lowering system with approximately 1,375 LF of 4-inch PVC pipe, six 10.04 GPM pumps, and three flow meters; a 32,620 gallon settling pond; and all associated piping, valves, controls and appurtenances

to serve the Carolina Village WWTP, with no discharge of wastes to surface waters, pursuant to the application received on May 1, 2023, subsequent additional information received on July 14, 2023, and in conformity with the Division-approved plans and specifications considered a part of this permit.

This permit is effective from the date of issuance through October 31, 2030, shall replace Permit No. WQ0004696 issued on February 22, 2017, and is subject to the following conditions and limitations:

## I. SCHEDULES

1. Upon completion of construction and prior to operation of the permitted modifications, the Permittee shall submit an engineering certification from a North Carolina licensed Professional Engineer certifying that the permitted facility has been constructed pursuant to [G.S. 143-215.1, Administrative Code Title 15A Subchapter 02T](#), this permit, and the Division-approved plans and specifications. For phased and partially certified facilities, the Permittee shall retain the responsibility to track further construction approved under this permit and shall provide a final engineering certification upon project completion. The Permittee shall submit the Engineering Certification via the Non-Discharge [online portal](#). [[15A NCAC 02T .0116\(a\)](#)]
2. The Permittee shall notify the Washington Regional Office, telephone number (252) 946-6481, at least two business days in advance of the initial operation of the constructed modifications so that the Division can conduct a startup inspection. [[15A NCAC 02T .0108\(b\)\(1\)\(A\)](#)]
3. Within 180 days of this permit's effective date, the Permittee shall either permanently abandon the interim wastewater irrigation system and all associated pumps, piping, valves, controls, and appurtenances or apply for a permit major modification for the inclusion of the interim wastewater irrigation system. [[15A NCAC 02T .0108\(b\)\(1\)\(B\)](#)]
4. The Washington Regional Office, telephone number (252) 946-6481, shall approve monitoring wells MW-8, MW-9, and MW-10 prior to installation, and the Permittee shall have the monitoring wells installed within 90 days of this permit's effective date. The Permittee shall notify the Washington Regional Office at least two business days in advance of the construction of any monitoring well. A North Carolina certified well contractor shall construct the monitoring wells pursuant to [15A NCAC 02C .0108](#) and local county rules, and such that the water level is within the screened portion of the well. The location and Division-approved name for each monitoring well are on the attached Figure 1. [[15A NCAC 02C .0108](#), [02T .0108\(b\)\(1\)\(B\)](#)]

5. Within 90 days of installation of monitoring wells MW-8, MW-9, and MW-10, the Permittee shall submit a site map that shall include:
  - a. Legend, north arrow, and scale.
  - b. Topographic contour intervals not exceeding 10 feet or 25 percent of total site relief.
  - c. All habitable residences or places of assembly within 500 feet of the infiltration area.
  - d. Location of all wells, streams (ephemeral, intermittent, and perennial), springs, lakes, ponds, ditches, and other surface drainage features within 500 feet of the infiltration area.
  - e. Location and identification of each monitoring well.
  - f. Latitude and longitude coordinates of each monitoring well to the sixth decimal degree.
  - g. Location and identification of all wastewater treatment and storage units.
  - h. The perimeter of all infiltration areas with site names as listed in Attachment B.
  - i. Location and ownership of property boundaries within 500 feet of the infiltration area, including rights-of-way and easements.
  - j. Latitude and longitude coordinates of the established horizontal control monument to the sixth decimal degree.
  - k. Elevation of the top of the well casing (i.e., measuring point) relative to a common datum.
  - l. Depth of water below the measuring point.
  - m. Delineation of the compliance and review boundaries.
  - n. Distance measurements verifying all setbacks.
  - o. Stormwater drainage controls.
  - p. 100-year floodplain (if present).
  - q. The date the map is prepared or revised.
  - r. Location of the groundwater lowering system and discharge point(s).

A Professional Surveyor shall provide boundaries and physical features not under the purview of other licensed professionals. A licensed or certified professional shall install the control monuments in such a manner and composed of such materials to protect the monuments from damage. The Permittee shall submit the Site Map via the Non-Discharge [online portal](#). [[15A NCAC 02C .0105\(e\)\(5\)](#), [02T .0108\(b\)\(1\)\(B\)](#), [02T .0704\(d\)](#)]

6. Within 30 days of installation of monitoring wells MW-8, MW-9, and MW-10, the Permittee shall submit a Well Construction Record (Form GW-1) for each constructed monitoring well. Each form shall include this permit number and the monitoring well name as listed in Attachment C. The Permittee shall submit the Well Construction Records via the Non-Discharge [online portal](#). [[15A NCAC 02C .0306\(c\)](#), [02T .0108\(b\)\(1\)\(B\)](#)]
7. Within 60 days of this permit's effective date, the Permittee shall permanently abandon monitoring wells MW-2, MW-3, MW-4, MW-5, MW-6, and MW-7. The Permittee shall permanently abandon each monitoring pursuant to the requirements in [15A NCAC 02C .0113\(d\)](#). Within 30 days of abandonment, the Permittee shall submit a Well Abandonment Record (Form GW-30) for each permanently abandoned monitoring well. The Permittee shall submit the Well Abandonment Records via the Non-Discharge [online portal](#). [[15A NCAC 02C .0113\(d\)](#), [02C .0309](#), [02T .0108\(b\)\(1\)\(B\)](#)]
8. Prior to the operation of the modified wastewater treatment and infiltration system, the Permittee shall install a gauge to monitor freeboard levels in the 636,117 gallon synthetically lined flow equalization/five-day upset basin. [[15A NCAC 02T .0108\(b\)\(1\)\(B\)](#), [02T .0707\(f\)](#)]
9. Prior to the operation of the modified facilities, the Permittee shall submit an amended Operation and Maintenance Plan. The Permittee shall submit the amended Operation and Maintenance Plan via the Non-Discharge [online portal](#). [[15A NCAC 02T .0108\(b\)\(1\)\(B\)](#), [02T .0707\(a\)](#)]

10. Upon completion of construction of the high-rate infiltration spray beds, and prior to infiltration, a North Carolina licensed Professional Geologist shall inspect that the geologic material present is capable of receiving the wastewater at the permitted loading rate. The Washington Regional Office shall be notified at least 48 hours prior to the inspection and allowed to participate. Upon inspection completion, the Professional Geologist shall prepare, sign, and seal a report summarizing their findings. This report shall evaluate any fill material placed into the high-rate infiltration spray beds and document that the fill has adequate hydraulic properties and adequate composition, which allows the spray beds to operate as designed and permitted. The Permittee shall submit the report via the Non-Discharge [online portal](#). The Permittee shall not operate the high-rate infiltration spray beds until the Central Office and Washington Regional Office approve the report. [[15A NCAC 02T .0108\(b\)\(1\)\(A\)](#)]
11. If the permitted facilities change ownership or the Permittee changes its name, the Permittee shall submit a permit modification request on Division-approved forms within 90 days of the change of ownership. The Permittee shall comply with all terms and conditions of this permit until the Division transfers the permit to the successor-owner. [[G.S. 143-215.1\(d3\)](#)]
12. The Permittee shall request renewal of this permit on Division-approved forms no later than May 4, 2030. [[15A NCAC 02T .0105\(b\)](#), [02T .0109](#)]

## II. PERFORMANCE STANDARDS

1. The Permittee shall operate and maintain the subject wastewater treatment and high-rate infiltration facilities so there is no discharge to surface waters, nor any contravention of groundwater or surface water standards. In the event the facilities do not perform as designed, including the creation of nuisance conditions due to improper operation and maintenance, or failure of the infiltration areas to assimilate the effluent, the Permittee shall take immediate corrective actions, including Division-required actions, such as the construction of additional or replacement wastewater treatment or disposal facilities. [[15A NCAC 02T .0108\(b\)\(1\)\(A\)](#)]
2. This permit shall not relieve the Permittee of its responsibility for contravention of groundwater or surface water standards resulting from the operation of this facility. [[15A NCAC 02T .0108\(b\)\(1\)\(A\)](#)]
3. Effluent quality shall not exceed the limitations specified in Attachment A. [[15A NCAC 02T .0705\(b\)](#)]
4. The Permittee shall not infiltrate effluent in exceedance of the hydraulic rates specified in Attachment B. [[15A NCAC 02T .0705\(m\)](#)]
5. For high-rate infiltration sites originally permitted on or after December 30, 1983, the Division has established the compliance boundary 250 feet from the infiltration area boundary or 50 feet within the property boundary, whichever is closest to the infiltration area boundary. Any exceedance of groundwater standards at or beyond the compliance boundary shall require the Permittee to take corrective action. The Division shall note any Division-approved relocation of the compliance boundary in Attachment B. The Division shall consider multiple contiguous properties under common ownership and permitted for use as a disposal system as a single property regarding the determination of a compliance boundary. [[15A NCAC 02L .0106\(e\)](#), [02L .0107\(b\)](#), [02L .0107\(c\)](#), [02L .0107\(f\)](#), [02L .0105\(h\)](#)]
6. The Division has established the review boundary midway between the compliance boundary and the infiltration area boundary. Any exceedance of groundwater standards at or beyond the review boundary shall require the Permittee to take preventative action. [[15A NCAC 02L .0106\(d\)](#), [02L .0108](#)]
7. The Permittee shall notify the Division of any sale or transfer of property affecting a compliance boundary (i.e., parcel subdivision). [[15A NCAC 02L .0107\(l\)](#)]
8. The Permittee or any landowner who owns land within the compliance boundary shall not construct any water supply wells within the compliance boundary. [[15A NCAC 02L .0107\(i\)](#)]

9. The Permittee shall operate and maintain the permitted facilities pursuant to the following setbacks:
- a. The Division originally permitted the 2.8 MG low-rate infiltration basin (to be abandoned and properly closed) on October 25, 2006, with an application received on August 15, 2006. The setbacks for low-rate infiltration sites originally permitted or modified with an application received from February 1, 1993, through August 31, 2006, are as follows (all distances in feet):
- |   |                 |
|---|-----------------|
| i. Each private or public water supply source:                                    | 100             |
| ii. Surface waters:   | 100             |
| iii. Groundwater lowering ditches:  | 25              |
| iv. Surface water diversions (upslope):   | 10              |
| v. Surface water diversions (downslope):  | 25              |
| vi. Each well with exception of monitoring wells:                                 | 100             |
| vii. Each property line:  | 50 <sup>1</sup> |
| viii. Top of slope of embankments or cuts of two feet or more in vertical height: | 15              |
| ix. Each water line:  | 10              |
| x. Each swimming pool:  | 100             |
| xi. Public right of way:  | 50              |
| xii. Nitrification field:   | 20              |
| xiii. Each building foundation or basement:                                       | 15              |

<sup>1</sup> Setbacks to property lines are not applicable when the Permittee, or the entity from which the Permittee is leasing, owns both parcels separated by the property line.

[\[15A NCAC 02H .0219\(j\)\(5\)\]](#)

- b. The Division originally permitted the two 0.29 acre high-rate infiltration spray beds on February 22, 2017, with an application received on March 1, 2016. The setbacks for high-rate infiltration sites originally permitted or modified with an application received from September 1, 2006, through August 31, 2018, are as follows (all distances in feet):

i. Each habitable residence or place of assembly under separate ownership:	100 <sup>1, 3</sup>
ii. Each habitable residence or place of assembly owned by the Permittee:	50
iii. Each private or public water supply source:	100
iv. Surface waters:	100 <sup>4</sup>
v. Groundwater lowering ditches:	100 <sup>4</sup>
vi. Surface water diversions:	50
vii. Each well with exception of monitoring wells:	100
viii. Each property line:	50 <sup>2</sup>
ix. Top of slope of embankments or cuts of two feet or more in vertical height:	100
x. Each water line:	10
xi. Subsurface groundwater lowering drainage systems:	100 <sup>4</sup>
xii. Each swimming pool:	100
xiii. Public right of way:	50
xiv. Nitrification field:	20
xv. Each building foundation or basement:	15
xvi. Each impounded public surface water supply:	500
xvii. Each public shallow groundwater supply (less than 50 feet deep):	500

<sup>1</sup> Habitable residences or places of assembly under separate ownership constructed after the Division originally permitted or subsequently modified the facilities are exempt from this setback.

<sup>2</sup> Setbacks to property lines are not applicable when the Permittee, or the entity from which the Permittee is leasing, owns both parcels separated by the property line.

<sup>3</sup> Since the Permittee is meeting the High-Rate Infiltration System Design Policy dated October 27, 2006, the Division has reduced setbacks to habitable residences and places of assembly under separate ownership from 400 feet to 100 feet.

<sup>4</sup> Since the Permittee is meeting effluent limitations of 7 mg/L for Total Nitrogen and 3 mg/L for Total Phosphorus, the Division has reduced setbacks to surface waters, groundwater lowering ditches, and subsurface groundwater lowering drainage systems from 200 feet to 100 feet.

[[15A NCAC 02T .0706\(a\)](#), [02T .0706\(b\)](#), [02T .0706\(f\)](#), [02T .0706\(g\)](#)]

- c. The Division originally permitted the initial ten 5,000 gallon aeration tanks (to be repurposed), the two 19.63 ft<sup>2</sup> tertiary filters (to be abandoned), the initial tablet chlorinator (to be abandoned), the sludge holding/transfer pond (to be abandoned and properly closed), the 4.36 MG lined storage lagoon (to be abandoned) on July 16, 1991, with an application received on January 30, 1991. The setbacks for treatment and storage units originally permitted or modified with an application received from October 1, 1987, through January 31, 1993, are as follows (all distances in feet):

i. Each habitable residence or place of assembly under separate ownership:	100 <sup>1</sup>
ii. Each private or public water supply source:	100
iii. Each well with exception of monitoring wells:	100
iv. Each property line:	50 <sup>2</sup>
v. Nitrification field:	20

<sup>1</sup> Habitable residences or places of assembly under separate ownership constructed after the Division originally permitted or subsequently modified the facilities are exempt from this setback.

<sup>2</sup> Setbacks to property lines are not applicable when the Permittee, or the entity from which the Permittee is leasing, owns both parcels separated by the property line.

[\[15A NCAC 02H .0219\(j\)\(5\)\]](#)

- d. The Division originally permitted the three 7,817 gallon clarifiers (to be abandoned) on October 31, 1996, with an application received on February 28, 1996. The Division originally permitted the 25,000 gallon equalization basin (to be abandoned), the additional two 5,000 gallon aeration tanks (to be repurposed), the 5,000 gallon aerated sludge holding tank (to be abandoned), and the additional tablet chlorinator (to be abandoned) on January 12, 1999, with an application received on January 21, 1998. The setbacks for treatment and storage units originally permitted or modified with an application received from February 1, 1993, through August 31, 2006, are as follows (all distances in feet):

i. Each habitable residence or place of assembly under separate ownership:	100 <sup>1</sup>
ii. Each private or public water supply source:	100
iii. Surface waters:	50
iv. Each well with exception of monitoring wells:	100
v. Each property line:	50 <sup>2</sup>
vi. Nitrification field:	20

<sup>1</sup> Habitable residences or places of assembly under separate ownership constructed after the Division originally permitted or subsequently modified the facilities are exempt from this setback.

<sup>2</sup> Setbacks to property lines are not applicable when the Permittee, or the entity from which the Permittee is leasing, owns both parcels separated by the property line.

[\[15A NCAC 02H .0219\(j\)\(5\)\]](#)

- e. The Division originally permitted the two UV disinfection units on May 5, 2015, with an application received on May 14, 2014. The Division originally permitted the two 5,000 gallon secondary equalization tanks and ten 5,000 gallon sludge holding tanks (repurposed from the existing twelve 5,000 gallon aeration tanks), the two 4,480 gallon anoxic tanks, the two 6,284 gallon membrane tanks, and the 636,117 gallon synthetically lined flow equalization/five-day upset basin on February 22, 2017, with an application received on March 1, 2016. The setbacks for treatment and storage units originally permitted or modified with an application received from September 1, 2006, through August 31, 2018, are as follows (all distances in feet):

- |  |                  |
|--|------------------|
| i. Each habitable residence or place of assembly under separate ownership: | 100 <sup>1</sup> |
| ii. Each private or public water supply source:                            | 100              |
| iii. Surface waters:   | 50               |
| iv. Each well with exception of monitoring wells:                          | 100              |
| v. Each property line:   | 50 <sup>2</sup>  |

<sup>1</sup> Habitable residences or places of assembly under separate ownership constructed after the Division originally permitted or subsequently modified the facilities are exempt from this setback.

<sup>2</sup> Setbacks to property lines are not applicable when the Permittee, or the entity from which the Permittee is leasing, owns both parcels separated by the property line.

[[15A NCAC 02T .0706\(d\)](#)]

### III. OPERATION AND MAINTENANCE

1. The Permittee shall operate and maintain the subject facilities as a non-discharge system. [[15A NCAC 02T .0101](#)]
2. The Permittee shall maintain an Operation and Maintenance Plan, which shall include:
  - a. A description of the operation of the system in sufficient detail to show what operations are necessary for the system to function and who shall conduct the operations.
  - b. A description of the anticipated maintenance of the system.
  - c. Provisions for safety measures, including restriction of access to the site and equipment.
  - d. Spill control provisions that include response to upsets and bypasses, including control, containment, and remediation; and contact information for personnel, emergency responders, and regulatory agencies.

[[15A NCAC 02T .0707\(a\)](#)]
3. Upon the Water Pollution Control System Operators Certification Commission's (WPCSOCC) classification of the subject non-discharge facilities, the Permittee shall designate and employ a certified Operator in Responsible Charge (ORC), and one or more certified operators as Back-up ORCs. The ORC or its Back-up shall operate and visit the facilities as required pursuant to [15A NCAC 08G .0204](#) and [08G .0205](#). [[15A NCAC 02T .0117](#)]
4. The Permittee shall take measures to prevent effluent ponding in or runoff from the infiltration area. [[15A NCAC 02T .0707\(c\)](#)]
5. The Permittee shall test and calibrate the infiltration equipment once per permit cycle. [[15A NCAC 02T .0707\(d\)](#)]
6. The Permittee shall only infiltrate treated effluent from the Carolina Village WWTP onto the sites listed in Attachment B. [[15A NCAC 02T .0701](#)]



7. The Permittee shall not allow vehicles or heavy machinery on the infiltration area, except during equipment installation or maintenance activities. The Permittee shall take caution to protect the integrity of the infiltrative area. [[15A NCAC 02T .0707\(e\)](#)]
8. The Permittee shall prohibit public access to the wastewater treatment, storage, and infiltration facilities. [[15A NCAC 02T .0705\(p\)](#)]
9. The Permittee shall dispose of or utilize generated residuals in a Division-approved manner. [[15A NCAC 02T .0708](#), [02T .1101](#)].
10. The Permittee shall not divert or bypass untreated or partially treated wastewater from the subject facilities. [[15A NCAC 02T .0705\(i\)](#)]
11. The Permittee shall maintain a freeboard of not less than two feet in the 636,117 gallon synthetically lined flow equalization/five-day upset basin. [[15A NCAC 02T .0705\(c\)](#)]
12. The Permittee shall provide a gauge to monitor freeboard levels in the 636,117 gallon synthetically lined flow equalization/five-day upset basin. This gauge shall have readily visible permanent markings, at inch or tenth of foot increments, indicating the following elevations: the maximum liquid level at the top of the temporary liquid storage volume, the minimum liquid level at the bottom of the temporary liquid storage volume, and the lowest point on top of the dam. [[15A NCAC 02T .0707\(f\)](#)]
13. The Permittee shall establish and maintain a protective vegetative cover on all berms, pipe runs, erosion control areas, surface water diversions, and earthen embankments (i.e., the outside toe of the embankment to the maximum allowable temporary storage elevation on the inside of the embankment). The Permittee shall remove all trees, shrubs, and other woody vegetation from earthen dikes and embankments. The Permittee shall keep all earthen embankments mowed or otherwise controlled and accessible. [[15A NCAC 02T .0707\(g\)](#)]
14. The Permittee shall test and calibrate metering equipment annually. [[15A NCAC 02T .0707\(d\)](#)]
15. The Permittee shall provide and maintain onsite an automatically activated standby power source capable of powering all essential treatment units. If the Permittee employs a generator as an alternate power supply, the Permittee shall test it weekly. [[15A NCAC 02T .0705\(k\)](#)]
16. If the effluent exceeds the limits for fecal coliform or turbidity, the Permittee shall route all effluent to the five-day upset basin until the Permittee brings the effluent back into compliance. Prior to infiltration, the Permittee shall pump the wastewater in the five-day upset basin to the treatment plant headworks for re-treatment or treat the effluent in the five-day upset basin to the effluent standards in Attachment A. [[15A NCAC 02T .0108\(b\)\(1\)\(A\)](#)]
17. The Permittee shall clean the infiltration areas once per permit cycle to remove deposited materials that may impede the infiltration process. The Permittee shall maintain cleaning records at the facility for eight years and shall make them available to the Division upon request. Prior to each cleaning, the Permittee shall notify the Washington Regional Office, telephone number (252) 946-6481. [[15A NCAC 02T .0707\(h\)](#)]

#### IV. MONITORING AND REPORTING

1. The Permittee shall conduct and report any Division-required monitoring, including the monitoring of groundwater, surface water or wetlands, waste, wastewater, residuals, soil, treatment processes, lagoon or storage ponds, and plant tissue, if necessary to evaluate this facility's impact on groundwater and surface water. [[15A NCAC 02T .0108\(c\)](#)]
2. A Division-certified laboratory shall conduct all analyses for the required parameters specified in Attachments A and C. Parameters measured on-site with in-line metering equipment are exempt from a Division-certified laboratory analysis. [[15A NCAC 02H .0805](#)]
3. The Permittee shall continuously monitor flow through the treatment facility and report daily flow values on Form NDMR. Facilities with a permitted flow of less than 10,000 GPD may estimate its flow from water usage records provided the water source has a metering device. [[15A NCAC 02T .0105\(k\)](#), [02T .0108\(c\)](#)]
4. The Permittee shall monitor the treated effluent at the frequencies and locations for the parameters specified in Attachment A. [[15A NCAC 02T .0105\(k\)](#), [02T .0108\(c\)](#)]
5. The Permittee shall maintain records tracking the amount of effluent infiltrated, which shall include the following information for each infiltration site listed in Attachment B:
  - a. Date of infiltration.
  - b. Volume of effluent infiltrated.
  - c. Site infiltrated.
  - d. Length of site infiltration time.
  - e. Continuous weekly, monthly, and year-to-date hydraulic (inches/acre) loadings.
  - f. Continuous monthly and year-to-date loadings for any non-hydraulic parameter specifically limited in Attachment B.
  - g. Weather conditions.

[[15A NCAC 02T .0108\(c\)](#)]
6. The Permittee shall measure and record weekly to the nearest inch or tenth of a foot of freeboard (i.e., the waste level to the lowest embankment elevation) in the 636,117 gallon synthetically lined flow equalization/five-day upset basin. The Permittee shall maintain the weekly freeboard records for eight years and shall make them available to the Division upon request. [[15A NCAC 02T .0108\(c\)](#)]
7. On or before the last day of the month following the previous month's sampling, the Permittee shall submit monitoring data (as specified in Conditions IV.3 and IV.4) on Form NDMR for each PPI and operation and disposal records (as specified in Conditions IV.5 and IV.6) on Form NDAR-2 for every site in Attachment B. If no activities occurred during the monitoring month, the Permittee shall still submit monitoring reports documenting the absence of the activity. The Permittee shall submit the reports via the Non-Discharge [monitoring report portal](#). [[15A NCAC 02T .0105\(l\)](#)]
8. The Permittee shall maintain records of all residuals removed from this facility. The Permittee shall maintain these records for eight years and shall make them available to the Division upon request. These records shall include:
  - a. Name of the residuals hauler.
  - b. Non-Discharge permit number authorizing the residuals disposal, or a letter from a municipality agreeing to accept the residuals.
  - c. Residuals hauling date.
  - d. Volume of residuals removed.

[[15A NCAC 02T .0708\(b\)](#)]

9. The Permittee shall keep a log of all maintenance done at this facility. The Permittee shall maintain this log for eight years and shall make it available to the Division upon request. This log shall include:
- Date of flow measurement device calibration.
  - Date of infiltration equipment calibration.
  - Visual observations of the plant and plant site.
  - Record of preventative maintenance (e.g., changing of equipment, adjustments, testing, inspections, cleanings, etc.).
  - Date and results of the alternate power supply testing.
  - Date of turbidimeter calibration.

[[15A NCAC 02T .0707\(i\)](#)]

10. The Permittee shall sample monitoring wells MW-8, MW-9, and MW-10 within 30 days of construction. The Permittee shall then sample monitoring wells MW-8, MW-9, and MW-10 at the frequencies and for the parameters specified in Attachment C. [[15A NCAC 02T .0105\(m\)](#)]
11. The Permittee shall sample monitoring well MW-1 at the frequencies and for the parameters specified in Attachment C. [[15A NCAC 02T .0105\(m\)](#)]
12. On or before the last day of the month following the previous month's sampling, the Permittee shall submit a Compliance Monitoring Form (GW-59) and its associated laboratory analyses for each monitoring well in Attachment C. The Permittee shall submit the Compliance Monitoring Forms via the Non-Discharge [monitoring report portal](#). [[15A NCAC 02T .0105\(m\)](#)]

**13. Noncompliance Notification:**

The Permittee shall report to the Washington Regional Office, telephone number (252) 946-6481, within 24 hours of first knowledge of the following:

- Treatment of wastes abnormal in quantity or characteristic, including the known passage of a hazardous substance.
- Any process unit failure (e.g., mechanical, electrical, structural, etc.) that makes the facility incapable of adequate wastewater treatment.
- Any facility failure resulting in a discharge to surface waters.
- Any time self-monitoring indicates the facility has gone out of compliance with its permit limitations.
- Ponding in or runoff from the infiltration sites.

Emergencies requiring reporting outside normal business hours shall call the Division's Emergency Response personnel at the telephone number (800) 858-0368. All noncompliance notifications shall file a written report to the Washington Regional Office within five days of first knowledge of the occurrence, and this report shall outline the actions proposed or taken to ensure the problem does not recur. [[15A NCAC 02T .0108\(b\)\(1\)\(A\)](#)]

**V. INSPECTIONS**

1. The Permittee shall perform inspections and maintenance to ensure proper operation of the wastewater treatment and infiltration facilities. [[15A NCAC 02T .0707\(j\)](#)]
2. The Permittee shall inspect the wastewater treatment and infiltration facilities to prevent malfunctions, facility deterioration, and operator errors that may result in discharges of wastes to the environment, threats to human health, or public nuisances. The Permittee shall maintain an inspection log that includes the date and time of inspection, observations made, and maintenance, repairs, or corrective actions taken. The Permittee shall maintain this inspection log for eight years from the date of the inspection and shall make this log available to the Division upon request. [[15A NCAC 02T .0707\(i\)](#), [02T .0707\(j\)](#)]
3. Division-authorized representatives may, upon presentation of credentials, enter and inspect any property, premises, or place related to the permitted wastewater treatment and infiltration facilities at any reasonable time for determining compliance with this permit. Division-authorized representatives may inspect or copy records maintained under the terms and conditions of this permit and may collect influent, treatment process water, effluent, residual, soil, plant tissue, groundwater, or surface water samples. [[G.S. 143-215.3\(a\)\(2\)](#)]

**VI. GENERAL**

1. The Permittee's failure to comply with this permit's conditions and limitations may subject the Permittee to a Division enforcement action. [[G.S. 143-215.6A](#), [143-215.6B](#), [143-215.6C](#)]
2. This permit is effective only for the nature and volume of wastes described in the permit application and Division-approved plans and specifications. [[G.S. 143-215.1\(d\)](#)]
3. There are no variances to administrative codes or general statutes governing the construction or operation of the permitted facilities unless the Permittee specifically requested a variance in the application and the Division approved the variance as noted in this permit's facility description. [[15A NCAC 02T .0105\(b\)](#)]
4. This permit does not exempt the Permittee from complying with all statutes, rules, regulations, or ordinances that other jurisdictional government agencies (e.g., local, state, and federal) may require. [[15A NCAC 02T .0108\(b\)\(1\)\(A\)](#)]
5. The Permittee shall retain this permit and the Division-approved plans and specifications for the life of the permitted facilities. [[15A NCAC 02T .0105\(o\)](#), [02T .0116\(d\)](#)]
6. The Permittee shall comply with all permit conditions and requirements until the proper closure of the permitted facilities, or until another appropriate authority permits the facilities. [[15A NCAC 02T .0105\(j\)](#)]

7. This permit is subject to revocation or modification upon 60-day notice from the Division Director in whole or part for:
  - a. Violation of any terms or conditions of this permit or [15A NCAC 02T](#).
  - b. Obtaining a permit by misrepresentation or failure to disclose all relevant facts.
  - c. The Permittee's refusal to allow authorized Department employees upon presentation of credentials:
    - i. To enter the Permittee's premises where a system is located or where the Permittee keeps any Division-required records under the terms and conditions of this permit.
    - ii. To have access to any permit-required documents and records.
    - iii. To inspect any monitoring equipment or method as required in this permit.
    - iv. To sample any pollutants.
  - d. The Permittee's failure to pay the annual fee for administering and compliance monitoring.
  - e. A Division determination that the conditions of this permit conflict with the North Carolina Administrative Code or General Statutes.

[\[15A NCAC 02T .0110\]](#)

8. Unless the Division determines that the Permittee needs a permit modification for the construction of facilities to resolve non-compliance with any environmental statute or rule, or the Division Director grants a variance, expansion of the permitted facilities shall not occur if any of the following apply:
  - a. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has been convicted of environmental crimes under [G.S. 143-215.6B](#) or under Federal law that would otherwise be prosecuted under [G.S. 143-215.6B](#), and the Permittee or any parent, subsidiary, or other affiliate of the Permittee has abandoned or exhausted all appeals of this conviction.
  - b. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has previously abandoned a wastewater treatment facility without properly closing the facility in accordance with its permit or [15A NCAC 02T](#).
  - c. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has not paid a civil penalty, and the Permittee or any parent, subsidiary, or other affiliate of the Permittee has abandoned or exhausted all appeals of this penalty.
  - d. The Permittee or any parent, subsidiary, or other affiliate of the Permittee is currently not compliant with any compliance schedule in a permit, settlement agreement, or order.
  - e. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has not paid an annual fee pursuant to [15A NCAC 02T .0105\(e\)\(2\)](#).

[\[15A NCAC 02T .0120\(b\), 02T .0120\(d\)\]](#)

9. Unless the Division Director grants a variance, the Division shall not renew this permit if the Permittee or any affiliation has not paid an annual fee pursuant to [15A NCAC 02T .0105\(e\)\(2\)](#). [\[15A NCAC 02T .0120\(c\) , 02T .0120\(d\)\]](#)

10. The Permittee shall pay an annual fee for each year of the term of this permit pursuant to the schedule in [G.S. 143-215.3D\(a\)](#). The Permittee shall continue to pay annual fees for any facility operating on an expired permit that the Division has not rescinded or revoked. [[15A NCAC 02T .0105\(e\)\(2\)](#)]

Permit issued this the 15<sup>th</sup> day of August 2023

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION

DocuSigned by:  
  
D1043082680C483...

Richard E. Rogers, Jr., Director  
Division of Water Resources  
By Authority of the Environmental Management Commission

**Permit Number WQ0004696**

**ENGINEERING CERTIFICATION**

Partial     Final

I, \_\_\_\_\_, as a duly licensed North Carolina Professional Engineer, having  periodically /  fully observed the construction of the permitted modifications, do hereby state to the best of my abilities that the facility was constructed in compliance with [G.S. 143-215.1, Administrative Code Title 15A Subchapter 02T](#), this permit, and the Division-approved plans and specifications.

Documentation of any variation to this permit, and the Division-approved plans and specifications, is in the attached as-built drawings.

Description of variations: \_\_\_\_\_

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Professional Engineer's Name			
Firm Name		Firm No.	
Address			
City	State	Zip Code	
Telephone	Email		
Seal, Signature, and Date			

**THE PERMITTEE SHALL SUBMIT THE COMPLETED ENGINEERING CERTIFICATION, INCLUDING ALL SUPPORTING DOCUMENTATION, VIA THE NON-DISCHARGE [ONLINE PORTAL](#).**

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**ATTACHMENT A – LIMITATIONS AND MONITORING REQUIREMENTS**

**Certification Date: August 15, 2023**

**Currituck Water and Sewer, LLC**

**Permit Number: WQ0004696    Version: 2.4**

**PPI 001 – WWTP Effluent**

EFFLUENT CHARACTERISTICS		EFFLUENT LIMITS					MONITORING REQUIREMENTS	
PCS Code	Parameter Description	Units of Measure	Monthly Average	Monthly Geometric Mean	Daily Minimum	Daily Maximum	Measurement Frequency	Sample Type
00310	BOD, 5-Day (20 °C)	mg/L	10				2 x Month	Composite
00940	Chloride (as Cl)	mg/L					3 x Year <sup>1</sup>	Composite
50060	Chlorine, Total Residual	mg/L					5 x Week	Grab
31616	Coliform, Fecal MF, M-FC Broth, 44.5 °C	#/100 mL		14			2 x Month	Grab
50050	Flow, in Conduit or thru Treatment Plant	GPD	60,000				Continuous	Recorder
00610	Nitrogen, Ammonia Total (as N)	mg/L	4				2 x Month	Composite
00625	Nitrogen, Kjeldahl, Total (as N)	mg/L					2 x Month	Composite
00620	Nitrogen, Nitrate Total (as N)	mg/L	10				2 x Month	Composite
00600	Nitrogen, Total (as N)	mg/L	7				2 x Month	Composite
00400	pH	su					5 x Week	Grab
00665	Phosphorus, Total (as P)	mg/L	3				2 x Month	Composite
70300	Solids, Total Dissolved – 180 °C	mg/L					3 x Year <sup>1</sup>	Composite
00530	Solids, Total Suspended	mg/L	15				2 x Month	Composite
00076	Turbidity, HCH Turbidimeter	NTU				10	Continuous	Recorder

1. The Permittee shall conduct 3 x Year sampling in March, July, and November.

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**ATTACHMENT A – LIMITATIONS AND MONITORING REQUIREMENTS**

**Certification Date: August 15, 2023**

**Currituck Water and Sewer, LLC**

**Permit Number: WQ0004696    Version: 2.4**

**PPI 002 – Groundwater Lowering System Effluent**

EFFLUENT CHARACTERISTICS		EFFLUENT LIMITS					MONITORING REQUIREMENTS	
PCS Code	Parameter Description	Units of Measure	Monthly Average	Monthly Geometric Mean	Daily Minimum	Daily Maximum	Measurement Frequency	Sample Type
00940	Chloride (as Cl)	mg/L	250				3 x Year <sup>1</sup>	Grab
31616	Coliform, Fecal MF, M-FC Broth, 44.5 °C	#/100 mL					2 x Month	Grab
50050	Flow, in Conduit or thru Treatment Plant	GPD				43,387	Continuous	Recorder
01045	Iron, Total (as Fe)	mg/L	0.3				2 x Month	Grab
00610	Nitrogen, Ammonia Total (as N)	mg/L	1.5				2 x Month	Grab
00620	Nitrogen, Nitrate Total (as N)	mg/L	10				2 x Month	Grab
00600	Nitrogen, Total (as N)	mg/L					2 x Month	Grab
00400	pH	su			6.5	8.5	5 x Week	Grab
00665	Phosphorus, Total (as P)	mg/L					2 x Month	Grab
70300	Solids, Total Dissolved – 180 °C	mg/L	500				3 x Year <sup>1</sup>	Grab
00530	Solids, Total Suspended	mg/L					2 x Month	Grab

1. The Permittee shall conduct 3 x Year sampling in March, July, and November.

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PPI 003 – Surface Water Monitoring Station #1

EFFLUENT CHARACTERISTICS		EFFLUENT LIMITS					MONITORING REQUIREMENTS	
PCS Code	Parameter Description	Units of Measure	Monthly Average	Monthly Geometric Mean	Daily Minimum	Daily Maximum	Measurement Frequency	Sample Type
00310	BOD, 5-Day (20 °C)	mg/L					3 x Year <sup>1</sup>	Grab
00300	DO, Dissolved Oxygen	mg/L					3 x Year <sup>1</sup>	Grab
00600	Nitrogen, Total (as N)	mg/L					3 x Year <sup>1</sup>	Grab
00400	pH	su					3 x Year <sup>1</sup>	Grab
00665	Phosphorus, Total (as P)	mg/L					3 x Year <sup>1</sup>	Grab

1. The Permittee shall conduct 3 x Year sampling in March, July, and November.

PPI 004 – Surface Water Monitoring Station #2

EFFLUENT CHARACTERISTICS		EFFLUENT LIMITS					MONITORING REQUIREMENTS	
PCS Code	Parameter Description	Units of Measure	Monthly Average	Monthly Geometric Mean	Daily Minimum	Daily Maximum	Measurement Frequency	Sample Type
00310	BOD, 5-Day (20 °C)	mg/L					3 x Year <sup>1</sup>	Grab
00300	DO, Dissolved Oxygen	mg/L					3 x Year <sup>1</sup>	Grab
00600	Nitrogen, Total (as N)	mg/L					3 x Year <sup>1</sup>	Grab
00400	pH	su					3 x Year <sup>1</sup>	Grab
00665	Phosphorus, Total (as P)	mg/L					3 x Year <sup>1</sup>	Grab

1. The Permittee shall conduct 3 x Year sampling in March, July, and November.

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**ATTACHMENT B – APPROVED LAND APPLICATION SITES AND LIMITATIONS**

**Certification Date: August 15, 2023**

**Currituck Water and Sewer, LLC**

**Permit Number: WQ0004696      Version: 2.4**

INFILTRATION AREA INFORMATION								APPLICATION LIMITATIONS		
Spray Bed	Owner	Parcel No.	County	Latitude	Longitude	Net Acreage	Dominant Soil Series	Parameter	Rate	Units
1	Currituck Water and Sewer, LLC	0002000043A0000	Currituck	36.528558°	-76.245389°	0.29	To – Tomotley	01284 – Non-Discharge Application Rate	2.35	GPD/ft <sup>2</sup>
2	Currituck Water and Sewer, LLC	0002000043A0000	Currituck	36.528219°	-76.244567°	0.29	To – Tomotley	01284 – Non-Discharge Application Rate	2.35	GPD/ft <sup>2</sup>
<b>Total:</b>						<b>0.58</b>				

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Monitoring Wells: MW-1, MW-8, MW-9, and MW-10

GROUNDWATER CHARACTERISTICS		GROUNDWATER STANDARDS		MONITORING REQUIREMENTS		
PCS Code	Parameter Description	Daily Maximum		Frequency Measurement	Sample Type	Footnotes
00680	Carbon, Total Organic (TOC)		mg/L	3 x Year	Grab	1, 4
00940	Chloride (as Cl)	250	mg/L	3 x Year	Grab	1
31616	Coliform, Fecal MF, M-FC Broth, 44.5 °C		#/100 mL	3 x Year	Grab	1
00610	Nitrogen, Ammonia Total (as N)	1.5	mg/L	3 x Year	Grab	1
00620	Nitrogen, Nitrate Total (as N)	10	mg/L	3 x Year	Grab	1
00400	pH	6.5-8.5	su	3 x Year	Grab	1, 2
00665	Phosphorus, Total (as P)		mg/L	3 x Year	Grab	1
70300	Solids, Total Dissolved - 180 °C	500	mg/L	3 x Year	Grab	1
82546	Water Level, Distance from measuring point		feet	3 x Year	Calculated	1, 2, 3

1. The Permittee shall conduct 3 x Year monitoring in March, July, and November, and Annual monitoring in November.
2. The Permittee shall measure the water levels prior to purging the wells. The Permittee shall measure the depth to water in each well from the surveyed point on the top of the casing. The Permittee shall measure pH after purging and prior to sampling for the remaining parameters.
3. The Permittee shall survey the measuring points (top of well casing) of all monitoring wells to provide the relative elevation of the measuring point for each monitoring well. The Permittee shall survey the measuring points (top of casing) of all monitoring wells relative to a common datum.
4. If monitoring detects TOC concentrations greater than 10 mg/L in any downgradient monitoring well, the Permittee shall conduct additional sampling and analysis to identify the individual constituents comprising this TOC concentration. If the TOC concentration as measured in the background monitor well exceeds 10 mg/L, this concentration shall represent the naturally occurring TOC concentration. Any exceedances of this naturally occurring TOC concentration in the downgradient wells are subject to additional sampling and analysis as described above.
5. The Permittee shall report monitoring well data on Compliance Monitoring Forms (GW-59s) consistent with the nomenclature and location information provided in this attachment.



REV	DESCRIPTION	DATE	BY
-----	-------------	------	----

--	--	--	--

<p align="center"><b>BEFORE YOU DIG!</b></p> <p align="center">CALL 1-800-632-4069 IT'S THE LAW!</p>	
<p>Project:</p> <p align="center"><b>Carolina Village WWTB MBR</b> Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd</p>	
<p>Sheet Title:</p> <p align="center"><b>PROPOSED OVERALL SITE PLAN</b></p>	
<p>Owner:</p> <p align="center">Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924</p>	
<p>Designed By: RGB</p> <p>Drawn By: LRB/SEB</p> <p>Checked By: RGB</p> <p>Approved By: RGB</p> <p>Date: 26 FEB 2016</p> <p>Scale: 1" = 100'-0"</p>	<p>Sheet No:</p> <p align="center"><b>C-301</b></p> <p align="right">5 of 35</p> <p>Arch D Size Sheet</p> <p>Project No: #95-003</p>

<p align="center"><b>Burgin Engineering Inc.</b> PO BOX 1804 IRMO, SC 29063 (803) 781-2965</p>	
--	--

Dwg: 2-BB110104-002 Carolina Village WWTB MBR Upgrade - Existing Overall Site Plan - Rev: 1/2/2016 10:54 AM

Nov 14 2023 OFFICIAL COPY



BK 1732 PG 247 - 252 (6)

DOC# 382575

W-1333, Sub 5

This Document eRecorded:

04/26/2023

03:54:21 PM

Tax: \$0.00

Fee: \$26.00

Currituck County, North Carolina

Denise A. Hall, Register of Deeds

OFFICIAL COPY

Nov 14 2023

Exhibit 11 - Titles

This certifies that there are no delinquent taxes which the Currituck County Tax Collector is charged with collecting, that are lien on the property described in this deed, as of the date of this certification.

Date: 04/26/2023 Tax Collector/Deputy/Clerk: Judy Jones

Currituck County Land Transfer Tax: 0.00 County Excise Tax: 1985 Sessions Law Chapter 670 (HB 215)

Prepared by/Return to:  
William H. Kroll  
Everett Gaskins Hancock LLP  
PO Box 911  
Raleigh, NC 27602

*Without Title Examination*

PARID: 000200000500000  
PARID: 0002000043A0000  
PARID: 0002000043B0000

Revenue Stamps \$ 0.00

*(The property herein conveyed \_\_\_ includes or X does not include the primary residence of a Grantor)*

NORTH CAROLINA

CURRITUCK COUNTY

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, dated the 26th day of April 2023, is made by and between **Equity First NC, LLC**, a North Carolina limited liability company, (herein called the "Grantor") whose address is **6487 Basa Lake Lane, Harrison, TN 37341**; and **Currituck Water and Sewer, LLC**, a North Carolina limited liability company (herein called the "Grantee") whose address is **4700 Homewood Court, Suite 108, Raleigh, NC 27609**.

submitted electronically by "Everett Gaskins Hancock LLP"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Currituck County Register of Deeds.

The terms "Grantor" and "Grantee" as used herein shall mean and include the parties indicated, whether one or more, and their heirs, legal representatives, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by the context.

WITNESSETH:

That Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple, the following described real property; to wit:

PARCEL 1:

PARID: 000200000500000

East Tract

22 ½ Acres more or less – All that certain lot or parcel of land located on the East side of Moyock Backwoods Road and described as tract number two in that Deed recorded in Book 97 Page 506 of the Currituck County Public Registry and also described in a Deed recorded in Book 46 Page 431 of the Currituck County Public registry. Said East tract is referred to as containing twenty-two and one-half acres and is also described in a Deed recorded in Book 207 Page 468 of the Currituck County Public Registry and in a Deed recorded in Book 207 Page 471 of the Currituck County Public Registry. Which descriptions are incorporated herein by reference as if set forth word for word.

This Parcel being the same Parcel acquired by Grantor by a deed recorded in Book 1267, at Page 222, in the Currituck Public Registry.

## PARCEL 2:

PARID: 0002000043A0000

Tract 2A – Beginning at a point, marked by a set iron rod, said point being further described as being on the south property line of Carolina Village, LLC and being N 87 deg. 36' 28" E 43.40' from a set iron rod, set iron rod being the southwest corner of Carolina Village, LLC and also being on the eastern right-of-way of S.R. 1218 also known as Backwoods Road. Thence from the point of beginning along the south property line of Carolina Village, LLC, N 87 deg. 36' 28" E 525.98' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 86 deg. 44' 55" E 100.00' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 87 deg. 02' 08" E 100.00' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 86 deg. 36' 18" E 200.01' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 85 deg. 46' 29" E 128.72' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, S 88 deg. 53' 15" E 100.01' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, S 88 deg. 24' 37" E 300.08' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 86 deg. 27' 58" E 104.07' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, S 82 deg. 56' 20" E 403.89' to a set iron rod. Thence making new lines through H. Lee Addison III Tract 2, S 82 deg. 56' 20" E 463.53' and S 18 deg. 01' 54" W 1,791.83' to a set iron rod in the easterly property line of Eugene T. White. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 43 deg. 56' 00" W 190.38' to an existing pipe. Thence continuing along the easterly line of the aforesaid Eugene T. White N 23 deg. 09' 00" E 25.80' to an existing iron pipe. Thence along the easterly line of lands now belonging to the aforesaid Eugene T. White N 52 deg. 08' 00" W 520.50' to a set iron rod. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 51

deg. 22' 00" W 473.90' to an existing iron pipe. Thence along the northern property line of aforesaid lands of Eugene T. White S 72 deg. 27' 00" 673.20' to a set iron rod. Said iron rod is also on the eastern line of "Old Road" ownership unknown. Thence along the eastern line of "Old Road" N 04 deg. 13' 00" E 53.70' to a set iron rod. Thence along the eastern line of "Old Road" N 09 deg. 01' 00" W 106.80' to a set iron rod. Thence along the eastern line of "Old Road" N 11 deg. 09' 00" W 307.00' to a set iron rod. Thence along the eastern line of "Old Road" N 12 deg. 23' 00" W 516.70' to a set iron rod. Thence along the eastern line of "Old Road" N 37 deg. 12' 00" W 197.61' to a set iron rod. Said rod being the point and place of beginning. Said Tract 2A has an area of 59.59 acres. The above described tract is shown and delineated on a plat entitled "H. Lee Addison, III, Division of Tract 2," prepared by Bissell Professional Group Engineers, Planners, Surveyors and Environmental Specialist, dated January 6, 2000, recorded in the office of the Register of Deed of Currituck County in Plat Cabinet G, Slide 95.

This Parcel being the same Parcel acquired by Grantor by a deed recorded in Book 1256, at Page 684, in the Currituck Public Registry.

PARCEL 3:

PARID: 0002000043B0000

Tract 2B – Beginning at a point, marked by a set iron rod, said point being further described as being on the southeasterly corner of Carolina Village, LLC, and being also the southeasterly corner of Lot 123. Thence along the easterly line of the aforesaid Carolina Village, LLC, N 14 deg. 07' 23" W 349.71' to a set iron rod. Thence continuing along the aforesaid east property line of Carolina Village, LLC N 06 deg. 12' 51" E 1,002.12' to a set iron rod. Thence along the south property line of the aforesaid Carolina Village, LLC, S 85 deg. 45' 50" E 993.49' to a set iron rod. Said iron rod marks the northwest corner of lands now belonging to Constance D. Pendelton and Patricia P. Beasley S 00 deg. 48' 00" E 665.32' to a set iron rod. Set iron rod being the southwest corner of the aforesaid Constance D. Pendelton and

Patricia P. Beasley lands and the northwest corner of lands now belonging to Carolina Village, LLC. Thence along the western property line of lands belonging to Carolina Village, LLC, S 00 deg. 48' 00" E 674.00' to a set iron rod. Thence along the southern property lines of the aforesaid lands of Carolina Village, LLC, S 85 deg. 15' 17" E 1,209.98' to a set iron rod. Set iron rod marking the southeast corner of the aforesaid lands of Carolina Village, LLC, and also being a point on the aforesaid lands of Constance D. Pendelton and Patricia P. Beasley. Thence along the western property line of the aforesaid lands of Constance D. Pendelton and Patricia P. Beasley S 44 deg. 12' 00" W 1,429.75' to a set iron rod. Thence along the western property line of the aforesaid lands of Constance D. Pendelton and Patricia P. Beasley S 72 deg. 33' 00" E 601.53' to a set iron rod. Thence along the western property line of the aforesaid lands of Constance D. Pendelton and Patricia P. Beasley S 52 deg. 00' 00" W 1,671.50' to an existing iron pipe. Said point marking the southwest corner of the aforesaid lands of Constance D. Pendelton and Patricia P. Beasley and is also a point on the northern property line of lands now belonging to Vernon P. Garrett, Jr., and being the eastern-most point of lands now belonging to Eugene T. White. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 41 deg. 18' 00" W 138.50' to a set iron rod. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 42 deg. 12' 00" W 651.00' to a set iron rod. Thence along the eastern line of lands belonging to the aforesaid Eugene T. White N 43 deg. 56' 00" W 87.82' to a set iron rod. Thence departing the line of Eugene T. White and making new lines through H. Lee Addison III Tract 2 N 18 deg. 01' 54" E 1,791.83' to an iron rod set and N 82 deg. 56' 20" W 463.53' to a set iron rod. Said rod being the point and place of beginning. Said Tract 2B has an area of 101.16 acres. The above described Tract 2B is shown and delineated on a plat entitled "H. Lee Addison, III, Division of Tract 2," prepared by Bissell Professional Group Engineers, Planners, Surveyors and Environmental Specialist, dated January 6, 2000, recorded in the office of the Register of Deed of Currituck County in Plat Cabinet G, Slide 95.

This Parcel is subject to a Utility Easement recorded in Book 1531, at Page 123, in the Currituck Public Registry.

This Parcel being the same Parcel acquired by Grantor by a deed recorded in Book 1256, at Page 687, in the Currituck Public Registry.

*The properties hereinabove described are subject to ad valorem taxes for the current year (prorated through the date of closing); utility easements, and unviolated restrictive covenants that do not materially affect the value of the Property.*

TO HAVE AND TO HOLD the aforesaid real property and all privileges and appurtenances thereunto belonging to Grantee in fee simple.

And Grantor covenants with Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title to the same against the lawful claims of all persons claiming by, under or through Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in such form as to be binding as of the day and year first above written.

**EQUITY FIRST NC, LLC**, a North Carolina limited liability company

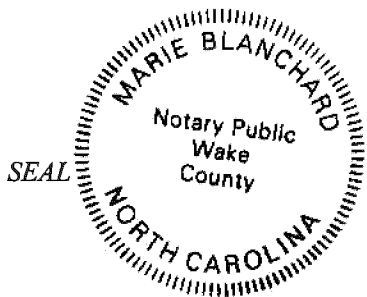
By: Elizabeth Jenkins (SEAL)  
Name: Elizabeth Jenkins  
Title: Manager

State of North Carolina

County of Wake

I, the undersigned Notary Public of Wake County and State of North Carolina, certify that Elizabeth Jenkins, personally came before me this day and acknowledged that he/she is the Manager of **Equity First NC, LLC, a North Carolina Limited Liability Company**, and by authority duly given and as the act of such entity, signed the foregoing instrument in its name and on its behalf as its act and deed.

Witness my hand and official seal this 26<sup>th</sup> day of April 2023.



Marie Blanchard  
Signature of Notary Public

My Commission Expires: 10/29/2027

Prepared by/Return to:  
William H. Kroll  
Everett Gaskins Hancock LLP  
PO Box 911  
Raleigh, NC 27602

*Without Title Examination*

PARID: 00020 0000 440000

Revenue Stamps \$ 0.00

NORTH CAROLINA  
CURRITUCK COUNTY

**ASSIGNMENT AND ASSUMPTION OF  
WATER AND SEWER UTILITY EASEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF WATER AND SEWER UTILITY EASEMENT (“Assignment”), dated the 15<sup>th</sup> day of May 2023 (“Effective Date”), is made by and between **CV-WWT, LLC**, a North Carolina limited liability company, (herein called the "Assignor") whose address is 4700 Homewood Ct., Suite 108, Raleigh, NC 27609; and **Currituck Water and Sewer, LLC**, a North Carolina limited liability company (herein called the "Assignee") whose address is 4700 Homewood Court, Suite 108, Raleigh, NC 27609.

The terms "Assignor" and "Assignee" as used herein shall mean and include the parties indicated, whether one or more, and their heirs, legal representatives, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by the context.

W I T N E S S E T H:

WHEREAS, Assignor was granted a Water and Sewer Utility Easement by Carolina Village NC, LLC, a North Carolina limited liability company, which is recorded in Book 1677, at Page 567, in the Currituck County Register of Deeds (DOC# 372988), and incorporated herein by reference;

WHEREAS, pursuant to the Water and Sewer Utility Easement, Assignor, its successors and assigns, were conveyed a perpetual right, privilege, easement, and right of way for ingress, egress, regress, and access to a Water and Sewer Main Easement; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, burdens, and interests in, to, and under the Water and Sewer Utility Easement, and Assignee desires to assume all rights, burdens, and interests in, to, and under this Water and Sewer Utility Easement.

NOW, THEREFORE, and in consideration of the foregoing and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns, transfers, and signs over to Assignee all rights, titles, burdens, and interests of Assignor in, to, and under the Water and Sewer Utility Easement, TO HAVE AND TO HOLD the forgoing unto Assignee, its successors and assigns.



2. Assignee hereby accepts the Water and Sewer Utility Easement assignment as of the Effective Date and hereby assumes all rights, titles, burdens, and interests of Assignor and to perform when due in accordance with the terms, all liabilities, and obligations of Assignor relating to or arising under or out of such Water and Sewer Utility Easement to the extent such liabilities and obligations are attributable to any period from and after the Effective Date.

3. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

4. This Assignment may be executed in one or more counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument.



IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the date first written above.

ASSIGNOR:

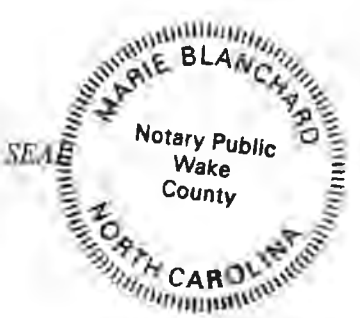
CV-WWT, LLC, a North Carolina limited liability company

By: Elizabeth Jenkins (SEAL)  
Name  
Title: Manager

State of North Carolina  
County of Wake

I, the undersigned Notary Public of Wake County and State of North Carolina, certify that Elizabeth Jenkins, personally came before me this day and acknowledged that he/she is the Manager of CV-WWT, LLC, a North Carolina Limited Liability Company, and by authority duly given and as the act of such entity, signed the foregoing instrument in its name and on its behalf as its act and deed.

Witness my hand and official seal this 15<sup>th</sup> day of May 2023.



Marie Blanchard  
Signature of Notary Public

My Commission Expires: 10/29/27

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Nov 14 2023

**ASSIGNEE:**

**Currituck Water and Sewer, LLC**, a North Carolina limited liability company

(SEAL)

Name: *C*  
Title: Manager

State of North Carolina  
County of *Wake*

I, the Notary Public of *Wake* County and State of North Carolina, certify that *C* personally came before me this day and acknowledged that he/she is the Manager of **Currituck and Sewer, LLC, a North Carolina Limited Liability Company**, and by authority duly given and as the act of such entity, signed the foregoing instrument in its name and on its behalf as its act and deed.

Witness my hand and official seal this *15th* day of May 2023.

*of Notary Public*

My Commission Expires *10/29/27*





**COMMITMENT FOR TITLE INSURANCE**

Issued By  
**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a(n) Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; [and]
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

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- (i) comply with the Schedule B, Part I - Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
  - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
  - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
  - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

#### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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American Land Title Association

Commitment for Title Insurance  
Adopted 08-01-2016  
Technical Corrections 04-02-2018

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Nov 14 2023

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**Transaction Identification Data for reference only:**

Issuing Agent: Equity Title Company, LLC  
Issuing Office: 200 Golden Oak Court, Ste. 150, Virginia Beach, VA 23452  
Issuing Office's ALTA® Registry ID: 1117969  
Loan ID No.:  
Commitment No.: ETC220902253-1  
Issuing Office File No.: ETC220902253  
Property Address: 287 Green View Road, Moyock, NC 27958  
and 3 parcels near Northwest Backwood Road, Moyock, NC 27958  
Revision No.: 2

**SCHEDULE A**

- 1. Commitment Date: May 8, 2023 at 08:00 AM
- 2. Policy to be issued:
  - (a) ALTA Owners Policy (06/17/06) (As to Parcel One)  
Proposed Insured: Currituck Water and Sewer, LLC, a North Carolina limited liability company  
Proposed Policy Amount: \$250,000.00
  - (b) ALTA Owners Policy (06/17/06) (As to Parcels Two, Three and Four)  
Proposed Insured: Currituck Water and Sewer, LLC, a North Carolina limited liability company  
Proposed Policy Amount: \$175,000.00
  - (c) ALTA Loan Policy (06/17/06) (As to Parcels One, Two, Three and Four)  
Proposed Insured: Stone Bank, ISAOA, ATIMA  
Proposed Policy Amount: \$6,580,000.00
- 3. The estate or interest in the Land described or referred to in this Commitment is:  
  
Fee Simple
- 4. The Title is, at the Commitment Date, vested in:  
  
Sandler Utilities at Mill Run, L.L.C., a North Carolina limited liability company (As to Parcel One)  
  
Currituck Water and Sewer, LLC, a North Carolina limited liability company (As to Parcels Two, Three and Four)
- 5. The Land is described as follows:  
  
SEE SCHEDULE C ATTACHED HERETO

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**SCHEDULE A**  
(Continued)

Date: May 15, 2023  
Equity Title Company, LLC



\_\_\_\_\_  
Teresa E. Matulenas, Underwriter

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**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Special Warranty Deed from Sandler Utilities at Mill Run, L.L.C., a North Carolina limited liability company to Currituck Water & Sewer, LLC, a North Carolina limited liability company (AS TO PARCEL ONE ONLY).
  - b. Deed of Trust from Currituck Water and Sewer, LLC to Trustee(s) for Stone Bank, securing the principal amount of \$6,580,000.00.
5. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
6. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
7. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
8. NOTICE: PLEASE BE AWARE THAT DUE TO THE CONFLICT BETWEEN FEDERAL AND STATE LAWS CONCERNING THE CULTIVATION, DISTRIBUTION, MANUFACTURE OR SALE OF MARIJUANA, THE COMPANY IS NOT ABLE TO CLOSE OR INSURE ANY TRANSACTION INVOLVING LAND THAT IS ASSOCIATED WITH THESE ACTIVITIES.
9. In the event the documents required herein will be recorded by usage of an E-Record Service the company will require the following for Electronic Recording(s):
  - a) Receipt of duly executed Owner's Affidavit and Agreement in form acceptable to the Company, which form shall include approved gap indemnification;
  - b) Confirmation prior to closing that the Register of Deeds has approved and authorized recording the electronically signed and notarized instruments to be insured;

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**SCHEDULE B, PART I**  
(Continued)

- c) Certification of final title update immediately prior to recording;
- d) Recordation of the instruments to be insured in the land records of the Register of Deeds, and
- e) Evidence of confirmation of receipt of recording, and approval by the Register of Deeds.

10. The Company must be furnished with the following as to Sandler Utilities at Mill Run, L.L.C., a North Carolina limited liability company:

- (i) Articles of Organization
- (ii) Operating Agreement and all amendments thereto;
- (iii) Current membership roster
- (iv) Certificate of Existence from the Secretary of State;
- (v) Resolution of all Members of the limited liability company approving the transaction and ratifying and confirming action taken or to be taken by the manager.

Upon review of the same, this commitment may be modified or amended.

OR

Certification by approved attorney that (seller/borrower) is a valid and subsisting limited liability company in its state of organization and that execution and delivery of the document(s) required above is/are pursuant to the terms of its operating agreement.

11. The Company must be furnished with the following as to Currituck Water & Sewer, LLC, a North Carolina limited liability company:

- (i) Articles of Organization
- (ii) Operating Agreement and all amendments thereto;
- (iii) Current membership roster
- (iv) Certificate of Existence from the Secretary of State;
- (v) Resolution of all Members of the limited liability company approving the transaction and ratifying and confirming action taken or to be taken by the manager.

Upon review of the same, this commitment may be modified or amended.

OR

Certification by approved attorney that (seller/borrower) is a valid and subsisting limited liability company in its state of organization and that execution and delivery of the document(s) required above is/are pursuant to the terms of its operating agreement.

12. Receipt of applicable NCLTA form below (or substantially similar form approved by Company), completed, executed and notarized, as follows:

**NO RECENT (last 120 days) OR CONTEMPLATED CONSTRUCTION:**

NCLTA FORM 1 (Owner Affidavit) from every seller (on sale) or borrower (on refinance) who has not contracted for recent or contemplated improvements on the Land or for a construction loan.

NOTE: If a contract purchaser has contracted for or is contemplating improvements, see "CONSTRUCTION CONTEMPLATED OR IN PROCESS" below.

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**SCHEDULE B, PART I**  
(Continued)

**RECENTLY COMPLETED IMPROVEMENTS:**

Non-MLA Project: NCLTA FORM 2 (Owner/Contractor Affidavit, Lien Waiver, and Indemnity) from every Owner and every Contractor.

MLA Project:

- (1) Receipt of proof satisfactory to the Company that prior to closing or prior to first contracting for construction (whichever occurs first):
  - a. A Lien Agent was designated on the LiensNC.com website; AND
  - b. The Appointment of Lien Agent was posted at the Land.
- (2) NCLTA FORM 5 (Owner Affidavit) from every Owner; AND
- (3) NCLTA FORM 6 (MLA Lien Waiver) from every PLC-MLA.

**CONSTRUCTION CONTEMPLATED OR IN PROCESS:**

Non-MLA Project: NCLTA FORM 3 (Owner/Contractor Affidavit, Indemnity and Lien Subordination) (for lender coverage only) from every Owner and every Contractor.

MLA Project:

- (1) Receipt of proof satisfactory to the Company that prior to closing or prior to first contracting for construction (whichever occurs first):
  - a. A Lien Agent was designated on the LiensNC.com website, AND
  - b. The Appointment of Lien Agent was posted at the Land;
- (2) NCLTA FORM 5 (Owner Affidavit); AND
- (3) NCLTA FORM 6 (MLA Lien Waiver) or NCLTA FORM 7 (MLA Subordination of Liens) from every PLC-MLA, AND SUCH ADDITIONAL CONTRACTORS AS MAY BE REQUIRED BY THE COMPANY.

NOTE: If a contract purchaser has contracted for or is contemplating improvements prior to closing, see "NO RECENT IMPROVEMENTS" above regarding seller lien affidavits as well.

MLA Project – MLA NOT Appointed Prior to Contracting for Labor Services or Materials

In all cases in which an MLA was required but not (timely) appointed, prior approval and terms of coverage (if any) by Company underwriting counsel is required.

**Applicable Definitions**

"Contractor" is any person or entity who has performed or furnished or has contracted to perform or furnish labor, services, materials, or rental equipment pursuant to a contract, either express or implied, with the Owner of real property for the making of an Improvement thereon OR who has delivered a claim of lien upon funds to the Owner.

"Non-MLA Projects" are any projects where the improvements are

- (1) first contracted before April 1, 2013;
- (2) for a value less than \$30,000; OR
- (3) solely for improvements to owner's existing residence.

All other projects (other than public projects) are MLA projects.

"Owner" is holder of any interest in the Land, including leasehold owner or contract purchaser.

"Potential Lien Claimant" (or "PLC-MLA") is any person (or entity):

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**SCHEDULE B, PART I**  
(Continued)

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- (1) ENTITLED to file a claim of lien on real property (herein "Liens"), for providing labor, services, materials or rental equipment for improvements to the Land (herein "Improvements"), pursuant to Article 2 of Chapter 44A of the North Carolina General Statutes AND who either:
- a. has filed a Notice to Lien Agent; OR
  - b. was identified in the original Appointment; OR
  - c. is a Design Professional; OR
  - d. first furnished labor, services, materials or rental equipment for Improvements within 15 days prior to closing; OR
- (2) That has delivered a claim of lien upon funds to the Owner.
13. Provide this company with proof that title has been updated through the recordation of the instruments necessary to vest the interests to be insured, and that the title update reveals no new matters of record.
14. No recorded deed of trust or mortgage on the subject property was found in a search of the land records. Accordingly, the Company requires receipt of an Affidavit from record owner addressed to the Company, stating that there are no recorded or unrecorded deed(s) of trust, personal notes and/or obligations on the above real estate intended by the mortgagee, lender or noteholder to be paid with closing proceeds. (AS TO PARCEL ONE)
15. Proper execution by the Certifying Attorney of the Attorney's Final Report from North Carolina counsel, E. Crouse Gray, Jr., Attorney as to recording matters.
16. Proper execution by Present Owner(s) of Indemnity and Affidavit as to debts, liens and possession.
17. Furnish the Company with evidence of compliance with the requirements of Schedule B, Section I.
18. An ALTA 17.2-06 Utility Access Endorsement will be issued with the Policy (**AS TO PARCEL ONE ONLY**) upon:
- Receipt of proof satisfactory to the Company:
1. That the property to be insured abuts public rights-of-way or easements (not terminable by the grantor thereof or by his heirs, personal representatives, successors or assigns) for the benefit of the Land that connect to public rights-of-way, which are available for the provision of utilities;
  2. What utilities are available in the rights-of-way or easements identified in 1 above (e.g. water, electric, telephone, storm sewer, sanitary sewer, and gas).
19. **Cancellation and release of the UNRELEASED Deed of Trust executed by Carolina Village, L.L.C. in favor of Standard Federal Bank, dated July 2, 2003, and recorded [Book 459, Page 489](#), Currituck County Registry in the original principal amount of \$900,000.00, as amended by Book 695, page 136, Book 802, page 349, Book 966, page 63, assigned to Special Services Asset Management Company by Book 1161, page 896; as assigned to Equity First NC, LLC in Book 1252, page 546, and Collateral Assignment of Real Estate Lease recorded in Book 459, page 500**

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**SCHEDULE B, PART I**  
(Continued)

and Book 505, page 475, amended by Book 695, page 144, Book 802, page 344, and Book 966, page 72, and assigned in Book 1161, page 902 and assigned in Book 1252, page 551. Substitution of Trustee recorded in Book 1161, page 210 and Book 1172, page 250, Currituck County Registry. (AS TO PARCELS TWO, THREE AND FOUR)

20. Satisfaction of the following judgments (AS TO PARCELS THREE AND FOUR ONLY), including any penalties, costs and interest:
- (a) Judgment 05 CVD 164, Office of the Clerk of Superior Court, Currituck County, in favor of Dawn R. Cochran.
  - (b) Judgment docketed in 05 CVM 72 Office of the Clerk of Superior Court, Currituck County. (Note; 05 CVD 115 was an appeal of 05 CVM72 and was cancelled, 05 CVM72 was NOT cancelled or record)
  - (c) Judgment docketed in 05 M 97 Office of the Clerk of Superior Court, Currituck County.
21. This Commitment is subject to approval by Fidelity National Title Insurance Company. This Company reserves the right to amend the same as required by underwriting counsel.
22. This company reserves the right to amend this commitment upon further information being provided as to the structure of this transaction.

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American Land Title Association

Commitment for Title Insurance  
 Adopted 08-01-2016  
 Technical Corrections 04-02-2018

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**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession and easements or claims of easements not shown by the public records.
3. Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Taxes or special assessments which are not shown as existing liens by the public records.

**NOTE: Items 1, 2, 3 and 4 above will not appear on the final title policy provided that the requirements appearing under Schedule B-Section I of this commitment have been complied with.**

5. Any discrepancy, conflict, matter affecting access, shortage in area or boundary lines, encroachment, encumbrance, violation, variation, overlap, setback, easement or claims of easement, riparian right, and title to land within roads, ways, railroads, watercourses, burial grounds, marshes, dredged or filled areas or land below the mean high-water mark or within the bounds of any adjoining body of water, or other adverse circumstance affecting the Title that would be disclosed by a current inspection and accurate and complete land survey of the Land. (As to Parcels Two, Three and Four)
6. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. This Company does not insure this area, square footage, or acreage of the land.
7. The lien for all taxes for the year 2023, which are not yet due and payable, and subsequent years.

**AS TO PARCEL ONE ONLY:**

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SCHEDULE B, PART II  
(Continued)

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- 8. Terms, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations contained in instrument recorded in Deed [Book 407 at page 331](#) and further subject to Assignment of Rights recorded in [Deed Book 422, page 297](#); but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
- 9. Terms, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations contained in instrument recorded in Deed [Book 407 at page 338](#); but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
- 10. Terms, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations contained in Utility, Effluent and Force Main Easement and Irrigation Agreement recorded in [Book 1640, Page 776](#), Currituck County Public Registry.
- 11. Easement(s) or right(s)-of-way in favor of Carolina Telephone and Telegraph Company recorded in Deed [Book 466, Page 654](#), Currituck County Public Registry, as shown on survey.
- 12. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Cabinet F, pages 396 and 397, in the Registry of Deeds of Currituck County, North Carolina
- 13. Terms, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations contained in instrument recorded in [Book 462 at page 725](#), amended in Deed [Book 472 at page 11](#), and [Book 640 at page 426](#), deleting any covenant, condition or restriction, indicating a preference limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).
- 14. Loss or damage (including defense costs) as a result of objections or litigation of any persons with regard to any assertion of rights (title or otherwise) to any change of use of the Land from use as or related to a golf course, or from any other current use.
- 15. All liens, encumbrances, burdens, injunctions, orders, relief, and other consequences and matters arising out of that civil action by the North Carolina Department of Environmental Quality docketed at 21 CvS 78, Currituck County.
- 16. The following matter(s) as shown on Plat of Survey by Bissell Professional Group, dated 11-07-2022, and any easement(s) or right(s)-of-way associated therewith, including the following:
  - a) rights of public utility companies in and to apparatus and equipment shown in on Alta Survey referenced above, including, but not limited to, electric transformer and sewer force main;

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**SCHEDULE B, PART II**  
(Continued)

- b) rights of others in and to the use of any drains and/or ditches located over, across, in or under the insured premises, and rights to enter upon said premises to maintain the same;
- c) encroachment of wood pallet bridge(s), wood tree stand and fire pit(s).

**AS TO PARCEL TWO ONLY:**

- 17. The Company does not insure a means of access to and from the Land. Paragraph 4 of the Covered Risks as shown on the Policy jacket is hereby deleted.
- 18. Rights of others in and to the use of any drains and/or ditches located over, across, in or under the insured premises, and rights to enter upon said premises to maintain the same.
- 19. Rights of tenants, if any, in possession under unrecorded leases.

**AS TO PARCELS THREE AND FOUR ONLY:**

- 20. The Company does not insure a means of access to and from the Land. Paragraph 4 of the Covered Risks as shown on the Policy jacket is hereby deleted.
- 21. Rights of tenants, if any, in possession under unrecorded leases.
- 22. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Book 3, Page 22 and Plat [Book G, Page 95](#), Currituck County Registry.
- 23. Terms and conditions as set out in the Boundary Line Agreement recorded in Book 117, page 385, Currituck County Registry.
- 24. Right of way in favor of Norfolk and Carolina Telephone Company recorded in [Book 113, page 653](#), Currituck County Registry.
- 25. Existing easements in favor of Virginia Electric and Power Company and/or North Carolina Power Company.
- 26. Right of Way Agreement to the State Highway Commission and Public Works Commission recorded in [Book 85, page 129](#), Currituck County Registry.
- 27. Oil and Gas Leases recorded in [Book 74, Page 43](#) and [Book 76, Page 11](#), Currituck County, Registry.
- 28. Agreements in favor of Virginia Electric and Power Company recorded in [Book 70, page 414](#); [Book 70, page 602](#); [Book 71, page 478](#) and [Book 114, page 304](#), Currituck County Registry.
- 29. Utility Easement recorded in Book 1531, at Page 123, in the Currituck Public Registry.
- 30. Rights of others in and to the use of any drains and/or ditches located over, across, in or under the

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**SCHEDULE B, PART II**  
(Continued)

insured premises, and rights to enter upon said premises to maintain the same.

- 31. Pond shown on recorded plat and the rights of others, if any, in and to the use thereof and to the uninterrupted flow of the stream feeding the pond, if any.
- 32. Title to that portion of the property lying below the mean high water mark, riparian rights of the named insured incident to the premises, and riparian rights of upper and lower riparian owners

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**SCHEDULE C**

The Land is described as follows:

Parcel One:

ALL That certain tract or parcel of land identified as Tract 3 on the plat of Eagle Creek Exempt Subdivision recorded in Plat Cabinet F, pages 396 and 397, in the Registry of Deeds of Currituck County, North Carolina.

Parcel Two:

East Tract

22 1/2 Acres more or less - All that certain lot or parcel of land located on the East side of Moyock Backwoods Road and described as tract number two in that Deed recorded in Book 97 Page 506 of the Currituck County Public Registry and also described in Deed recorded in Book 46 Page 431 of the Currituck County Public registry. Said East tract is referred to as containing twenty-two and one-half acres and is also described in a Deed recorded in Book 207 Page 41 of the Currituck County Public Registry. Which descriptions are incorporated herein by reference as if set forth word for word.

For informational purposes only: PARID: 000200000500000

Parcel Three:

Tract 2A-Beginning at a point, marked by a set iron rod, said point being further described as being on the south property line of Carolina Village, LLC and being N 87 deg. 36'28" E 43.40' from a set iron rod, set iron rod being the southwest corner of Carolina Village, LLC and also being on the eastern right-of-way of S.R. 1218 also known as Backwoods Road. Thence from the point of beginning along the south property line of Carolina Village, LLC, N 87 deg. 36'28" E 525.98' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 86 deg. 44'55" E 100.00' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 87 deg. 02'08" E 100.00' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 86 deg. 36'18" E 200.01' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 85 deg. 46'29" E 128.72' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, S 88 deg. 53'15" E 100.01' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, S 88 deg. 24'37" E 300.08' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, N 86 deg. 27'58" E 104.07' to a set iron rod. Thence continuing along the aforesaid south property line of Carolina Village, LLC, S 82 deg. 56'20" E 403.89' to a set iron rod. Thence making new lines through H. Lee Addison III Tract 2, S 82 deg. 56'20" E 463.53' and S 18 deg.01'54" W 1,791.83' to a set iron rod in the easterly property line of Eugene T. White. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 43 deg. 56'00" W 190.38' to an existing pipe. Thence continuing along the easterly line of the aforesaid Eugene T. White N 23 deg. 09'00" E 25.80' to an existing iron pipe. Thence along the easterly line of lands now belonging to the aforesaid Eugene T. White N 52 deg. 08'00" W 520.50' to a set iron rod. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 51 deg. 22'00" W 473.90' to an existing iron pipe. Thence along the northern property line of aforesaid lands of Eugene T. White S 72 deg. 27'00" 673.20' to a set iron rod. Said iron rod is also the eastern line of "Old Road" ownership unknown. Thence along the eastern line of "Old Road" N 04 deg. 13'00" E 53.70' to a set iron rod. Thence along the eastern line of "Old Road" N 09 deg. 01'00" W 106.80' to a set iron rod. Thence along the eastern line of "Old Road" N 11 deg. 09'00" W 307.00' to a set iron rod. Thence along the eastern line of "Old Road" N 12 deg. 23'00" W 516.70' to a set iron rod. Thence along the eastern lien of "Old Road" N 37 deg. 12'00" W 197.61' to a set iron rod. Said rod being the point and place of beginning. Said Tract 2A has an area of 59.59 acres. The above described tract is shown and delineated on a plat entitled "H. Lee Addison, III, Division of Tract 2," prepared by Bissell Professional Group Engineers, Planners, Surveyors and Environmental Specialist, dated

**SCHEDULE C**  
(Continued)

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Nov 14 2023

January 6, 2000, recorded in the office of the Register of Deed of Currituck County in [Plat Cabinet G, Slide 95](#).

For informational purposes only: PARID: 0002000043A00000

Parcel Four:

Tract 2B - Beginning at a point, marked by a set iron rod, said point being further described as being on the southeasterly corner of Carolina Village, LLC, and being also the southeasterly corner of Lot 123. Thence along the easterly line of the aforesaid Carolina Village, LLC, N 14 deg. 07'23" W 349.71' to a set iron rod. Thence continuing along the aforesaid east property line of Carolina Village, LLC N 06 deg. 12'51" E 1,002.12' to a set iron rod. Thence along the south property line of the aforesaid Carolina Village, LLC, S 85 deg. 45'50" E 993.49' to a set iron rod. Said iron rod marks the northwest corner of lands now belonging to Constance D. Pendelton and Patricia P. Beasley S 00 deg. 48'00" E 665.32' to a set iron rod. Set iron rod being the southwest corner of the aforesaid Constance D. Pendelton and Patricia P. Beasley lands and the northwest corner of lands now belonging to Carolina Village, LLC. Thence along the western property line of lands belonging to Carolina Village, LLC, S 00 deg. 48'00" E 674.00' to a set iron rod. Thence along the southern property lines of the aforesaid lands of Carolina Village, LLC, S 85 deg. 15'17" E 1,209.98' to a set iron rod. Set iron marking the southeast corner of the aforesaid lands of Carolina Village, LLC, and also being a point on the aforesaid lands of Constance D. Pendelton and Patricia P. Beasley. Thence along the western property line of the aforesaid lands of Constance D. Pendelton and Patricia P. Beasley S 44 deg. 12'00" W 1,429.75' to a set iron rod. Thence along the western property line of the aforesaid lands of Constance D. Pendelton and Patricia P. Beasley S 72 deg. 33'00" E 601.53' to a set iron rod. Thence along the western property line of the aforesaid lands of Constance D. Pendelton and Patricia P. Beasley S 52 deg. 00'00" W 1,671.50' to an existing iron pipe. Said point marking the southwest corner of the aforesaid lands of Constance D. Pendelton and Patricia P. Beasley and is also a point on the northern property line of lands now belonging to Vernon P. Garrett, Jr. and being the eastern-most point of lands now belonging to Eugene T. White. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 41 deg. 18'00" W 138.50' to a set iron rod. Thence along the eastern line of lands now belonging to the aforesaid Eugene T. White N 42 deg. 12'00" W 651.00' to a set iron rod. Thence along the eastern line of lands belonging to the aforesaid Eugene T. White N 43 deg. 56'00" W 87.87' to a set iron rod. Thence departing the line of Eugene T. White and making new lines through H. Lee Addison III Tract 2 N 18 deg. 01'54" E 1,791.83' to an iron rod set and N 82 deg. 56'20" W 463.53' to a set iron rod. Said rod being the point and place of beginning. Said Tract 2B has an area of 101.16 acres. The above described Tract 2B is shown and delineated on a plat entitled "H. Lee Addison, III, Division of Tract 2," prepared by Bissell Professional Group Engineers, Planners, Surveyors and Environmental Specialist, dated January 6, 2000, recorded in the office of the Register of Deed of Currituck County in [Plat Cabinet G, Slide 95](#).

This Parcel is subject to a Utility Easement recorded in Book 1531, at Page 123, in the Currituck Public Registry.

For informational purposes only: PARID: 0002000043B00000

### OUR PRIVACY PLEDGE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution from sharing nonpublic personal information about you with a third party, unless the institution provides you with notice of its privacy policies and practices.

At Equity Title Company, LLC we agree with this law and believe that information personal to you should be respected and protected. For this reason, we are committed to protecting your personal information and using it only as appropriate to provide you with the best possible service, products, and opportunities. This privacy policy, which describes our information practices and policies in detail, applies to our relationship with you if you are an individual who inquires about and/or obtains products or services from us for personal purposes.

The GLBA further requires that we inform you that you have the right to prevent us from sharing personal information about you with a third party for any purpose that is not specifically authorized by law. Your right to prevent us from sharing this information is called your right to "opt out" of such information sharing.

#### Information We Collect

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license numbers.

All financial companies, such as Equity Title Company, LLC, need to share customers' personal information to run everyday business-to process transactions and maintain customer accounts. In the section below, we list the reasons that we share customers' personal information; the reasons that we choose to share; and whether you can limit sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> - to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> - to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
<b>For our affiliates' everyday business purposes-information about your creditworthiness.</b>	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

**Sharing Practices**

<b>How often does Equity Title Company, LLC notify me about their practices?</b>	We must notify you about sharing practices when you request a transaction.
<b>How does Equity Title Company, LLC protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file and building safeguards.
<b>How Does Equity Title Company, LLC collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact Us**

If you have any questions about this privacy notice, please contact us at: **Equity Title Company, LLC**  
**200 Golden Oak Court, Ste. 150**  
**Virginia Beach, VA 23452**



**IMPORTANT WIRE FRAUD ALERT FOR HOMEBUYERS**

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Nov 14 2023



Realtors®, real estate brokers, closing attorneys, buyers and sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain new wiring instructions or routing information, and will request that the buyer send funds to a fraudulent account.

We are urging everyone to **INQUIRE BEFORE YOU WIRE** and to never rely solely on email communication. Always follow these two simple steps:

**INQUIRE BEFORE YOU WIRE.**

When in doubt, always call our office or your escrow officer.

For the best in service, remember to always insist on

**STEP 1**

Obtain the phone number of your Real Estate Broker, Realtor®, Closing Attorney (if applicable) and your Escrow Officer as soon as an escrow is opened. Complete the information below and keep this flyer in your escrow folder. If you are reading this at one of our lobbies and you don't have a copy of this flyer, simply ask the receptionist for a copy.

**STEP 2**

Prior to wiring, call the phone number you wrote down from step #1 above to speak directly with your Escrow Officer to confirm wire instructions. If you receive a change in wiring instructions supposedly from us or your Escrow Officer, be suspicious as we rarely change our wiring instructions.

ESCROW NUMBER

BROKER'S NAME/PHONE

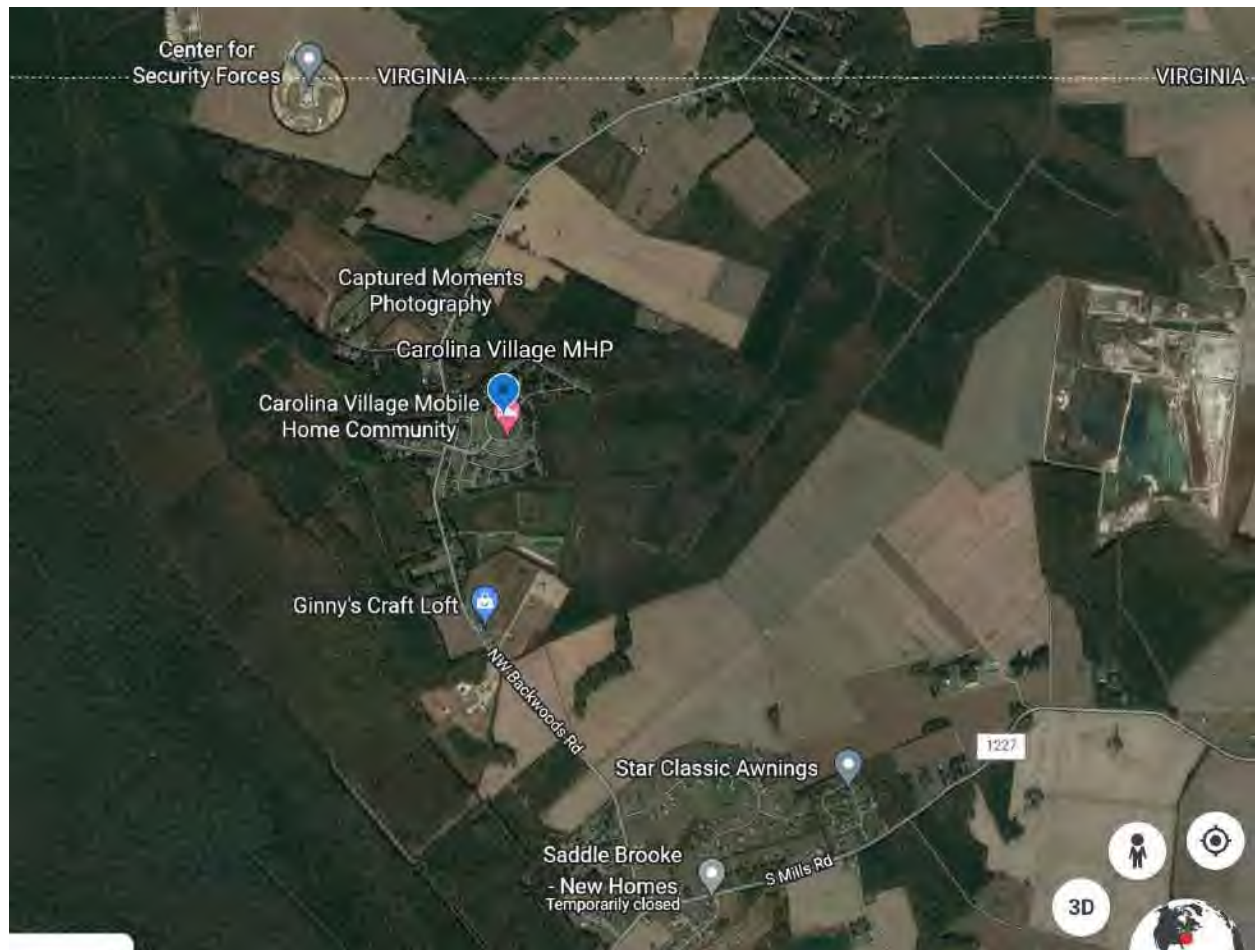
REALTOR'S NAME/PHONE

ESCROW COMPANY

ESCROW OFFICER'S NAME/PHONE



# Carolina Village MHP



Vicinity Map

October 16, 2022

Name:  
Test Yr

Carolina Village MHP  
2022

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Nov 14 2023

**COST OF SERVICE**

Line No.	Operating Expenses	Water Per Books	Water Pro Forma Adjustments	Water Forma Cost of Service	Sewer Per Books	Sewer Pro Forma Adjustments	Sewer Forma Cost of Service	Forma Total Cost of Service
1	Salaries and wages - Employees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Salaries and wages - Bonus	\$ 4,339.85	\$ -	\$ 4,339.85	\$ 4,339.85	\$ -	\$ 4,339.85	\$ 8,679.70
3	Employee benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Maintenance& Repair	\$ 1,338.04	\$ -	\$ 1,338.04	\$ 1,607.90	\$ -	\$ 1,607.90	\$ 2,945.94
5	Sludge	\$ -	\$ -	\$ -	\$ 8,720.00	\$ -	\$ 8,720.00	\$ 8,720.00
6	Electricity	\$ 3,122.58	\$ -	\$ 3,122.58	\$ 4,807.30	\$ -	\$ 4,807.30	\$ 7,929.88
7	Purchased Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Purchased Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Primary solids Disposal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Chemicals	\$ 3,308.75	\$ -	\$ 3,308.75	\$ 975.00	\$ -	\$ 975.00	\$ 4,283.75
11	Contractual Services - Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Contractual Services - Landscaping	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Contractual Services - Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Contractual Services - Management	\$ 14,137.50	\$ -	\$ 14,137.50	\$ 14,137.50	\$ -	\$ 14,137.50	\$ 28,275.00
15	Contractual Services - Lab Testing	\$ 2,825.00	\$ -	\$ 2,825.00	\$ 9,635.00	\$ -	\$ 9,635.00	\$ 12,460.00
16	Contractual Services - Billing	\$ -	\$ 3,162.00	\$ 3,162.00	\$ -	\$ 3,162.00	\$ 3,162.00	\$ 6,324.00
17	Supplies	\$ 1,291.60	\$ -	\$ 1,291.60	\$ 2,054.04	\$ -	\$ 2,054.04	\$ 3,345.64
18	Leases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Transportation expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Bad Debt Expense (2% Industry average)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Rate case expenses (amortized over three years)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	Other Misc. Expense	\$ -	\$ -	\$ -	\$ 1,100.00	\$ -	\$ 1,100.00	\$ 1,100.00
24	Permits	\$ 270.00	\$ -	\$ 270.00	\$ -	\$ -	\$ -	\$ 270.00
25	<b>Administrative &amp; Management</b>							
26	Corporate Overhead	\$ -	\$ 5,133.24	\$ 5,133	\$ -	\$ 8,599.50	\$ 8,599.50	\$ 13,732.75
27	Regional Overhead	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -
28	<b>Total O &amp; M Expenses</b>	<b>\$30,633</b>	<b>\$8,295</b>	<b>\$38,929</b>	<b>\$47,377</b>	<b>\$11,762</b>	<b>\$59,138</b>	<b>\$98,067</b>
29	Depreciation expenses	\$ 1.00	\$ -	\$ 1.00	\$ 1.00	\$ -	\$ 1.00	\$ 2.00
30	Amoritzation of CIAC	\$ 6,848.38	\$ -	\$ 6,848.38	\$ 17,691.88	\$ -	\$ -	\$ 6,848.38
31	Amortization of acquisition adjustment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32	Taxes Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33	<b>Total Deprecation, Amort. &amp; Taxes Other</b>	<b>\$6,849</b>	<b>\$0</b>	<b>\$6,849</b>	<b>\$17,693</b>	<b>\$0</b>	<b>\$1</b>	<b>\$6,850</b>
34	<b>Total Operating Expenses</b>	<b>\$37,483</b>	<b>\$8,295</b>	<b>\$45,778</b>	<b>\$65,069</b>	<b>\$11,762</b>	<b>\$59,139</b>	<b>\$104,917</b>
35	Return on Rate Base	\$ 25,294.06	\$ -	\$ 25,294.06	\$ 58,985.81	\$ -	\$ 58,985.81	\$ 84,279.87
36	Income taxes	\$ -	\$ -	\$ -	\$ 18,027.60	\$ -	\$ 18,027.60	\$ 18,027.60
37	<b>Cost of Service</b>	<b>\$62,777</b>	<b>\$8,295</b>	<b>\$71,072</b>	<b>\$142,083</b>	<b>\$11,762</b>	<b>\$136,153</b>	<b>\$207,225</b>
38	Regulatory Fee	\$ 109.86	\$ 0	\$ 110	\$ 2,486.45	\$ 0	\$ 2,486	\$ 2,596
39	<b>Total Cost of Service</b>	<b>\$62,887</b>	<b>\$8,295</b>	<b>\$71,182</b>	<b>\$144,569</b>	<b>\$11,762</b>	<b>\$138,639</b>	<b>\$209,821</b>

Name: Carolina Village MHP  
 Test Yr: 2022

	Total units	tap fee
Water	124	\$ -
Sewer	124	\$ -

**RATE BASE, RETURN AND TAXES ON RETURN**

Line No.	Description	Water	Sewer	Total
1	<b>Utility Plant</b>			
2	Utility plant at original cost	\$ 566,857.00	\$ 1,646,144.00	\$ 2,213,001.00
	Plant Improvements	\$ 258,470.05	\$ 606,268.64	\$ 864,738.69
	Developer Rebate	\$ -	\$ -	\$ -
3	Less Accumulated depreciation	\$ 224,438.00	\$ 761,550.00	\$ 985,988.00
	Subtotal	\$ 600,889.05	\$ 1,490,862.64	\$ 2,091,751.69
4	Acquisition adjustment	\$ -	\$ -	\$ -
5	Less Accumulated amortization of acquisition adjustment	\$ -	\$ -	\$ -
6	Net acquisition adjustment	\$ -	\$ -	\$ -
7				\$ -
8	Utility plant included in rate base	\$ 600,889.05	\$ 1,490,862.64	\$ 2,091,751.69
9	Working Capital Allowance (1/9 Operating Expenses)	\$ 4,325.40	\$ 6,570.90	\$ 10,896.30
10	Subtotal	\$ 605,214.45	\$ 1,497,433.54	\$ 2,102,647.99
11	<b>Deductions</b>			
12	Deferred income taxes	\$ -	\$ -	\$ -
13	Unamortized investment tax credits	\$ -	\$ -	\$ -
14	Contributions in aid of construction (CIAC)	\$ 342,419.00	\$ 884,594.00	\$ 1,227,013.00
	Accumulated amortization of CIAC	\$ -	\$ -	\$ -
	Net CIAC	\$ 342,419.00	\$ 884,594.00	\$ 1,227,013.00
15	Advances for construction	\$ -	\$ -	\$ -
16	Total deductions	\$ 342,419.00	\$ 884,594.00	\$ 1,227,013.00
17	<b>RATE BASE</b>	\$ 262,795.45	\$ 612,839.54	\$ 875,634.99

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Exhibit 14 - Customer Proforma

Projected Customer Counts

Line No.	Item	Year 1	Year 2	Year 3	Year 4	Year 5
<i>Water</i>						
1	Metered Residential Water	0	184	184	184	184
2	Metered Commercial Water (REU Equivalents)	0	0	0	0	0
3	Metered Industrial Water (REU Equivalents)	0	0	0	0	0
	<i>Subtotal - Metered Water</i>	0	184	184	184	184
4	Flat Rate Residential Water	124				
5	Flat Rate Commercial Water (REU Equivalents)	0				
6	Flat Rate Industrial Water (REU Equivalents)	0				
	<i>Subtotal Flat Rate Water</i>	124	0	0	0	0
	<b>Total Water</b>	<b>124</b>	<b>184</b>	<b>184</b>	<b>184</b>	<b>184</b>
<i>Sewer</i>						
7	Metered Residential Sewer	0	184	184	184	184
8	Metered Commercial Sewer (REU Equivalents)	0	0	0	0	0
9	Metered Industrial Sewer (REU Equivalents)	0	0	0	0	0
	<i>Subtotal Metered Sewer</i>	0	184	184	184	184
10	Flat Rate Residential Sewer	124	0	0	0	0
11	Flat Rate Commercial Sewer (REU Equivalents)	0	0	0	0	0
12	Flat Rate Industrial Sewer (REU Equivalents)	0	0	0	0	0
	<i>Subtotal Flat Rate Sewer</i>	124	0	0	0	0
	<b>Total Sewer</b>	<b>124</b>	<b>184</b>	<b>184</b>	<b>184</b>	<b>184</b>
<i>Reclaimed Water</i>						
13	Metered Residential Reclaimed					
14	Metered Commercial Reclaimed (REU Equivalents)					
15	Metered Industrial Reclaimed (REU Equivalents)					
	<i>Total Metered Reclaimed Water</i>	0	0	0	0	0
16	Flat Rate Residential Reclaimed					
17	Flat Rate Commercial Reclaimed (REU Equivalents)					
18	Flat Rate Industrial Reclaimed (REU Equivalents)					
	<i>Subtotal Flat Rate Reclaimed</i>	0	0	0	0	0
	<b>Total Reclaimed</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<i>Stormwater</i>						
19	Flat Rate Residential Stormwater					
20	Flat Rate Commercial Stormwater (REU Equivalents)					
21	Flat Rate Industrial Stormwater (REU Equivalents)					
	<b>Total Stormwater</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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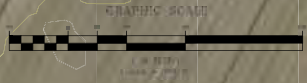


Project:		<b>Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase 1-60,000gpd</b>	
Sheet Title:		<b>EXISTING OVERALL SITE PLAN</b>	
Owner:		Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924	
Designed By:	RGB	Sheet No:	<b>C-300</b>
Drawn By:	LRB/SEB		
Checked By:	RGB		
Approved By:	RGB	4 of 35	
Date:	26 FEB 2016	Arch D Size Sheet	
Scale:	1" = 200'-0"	Project No.:	#56-903
			
			
PO BOX 1804 IRMO, SC 29063 (803) 781-2965			

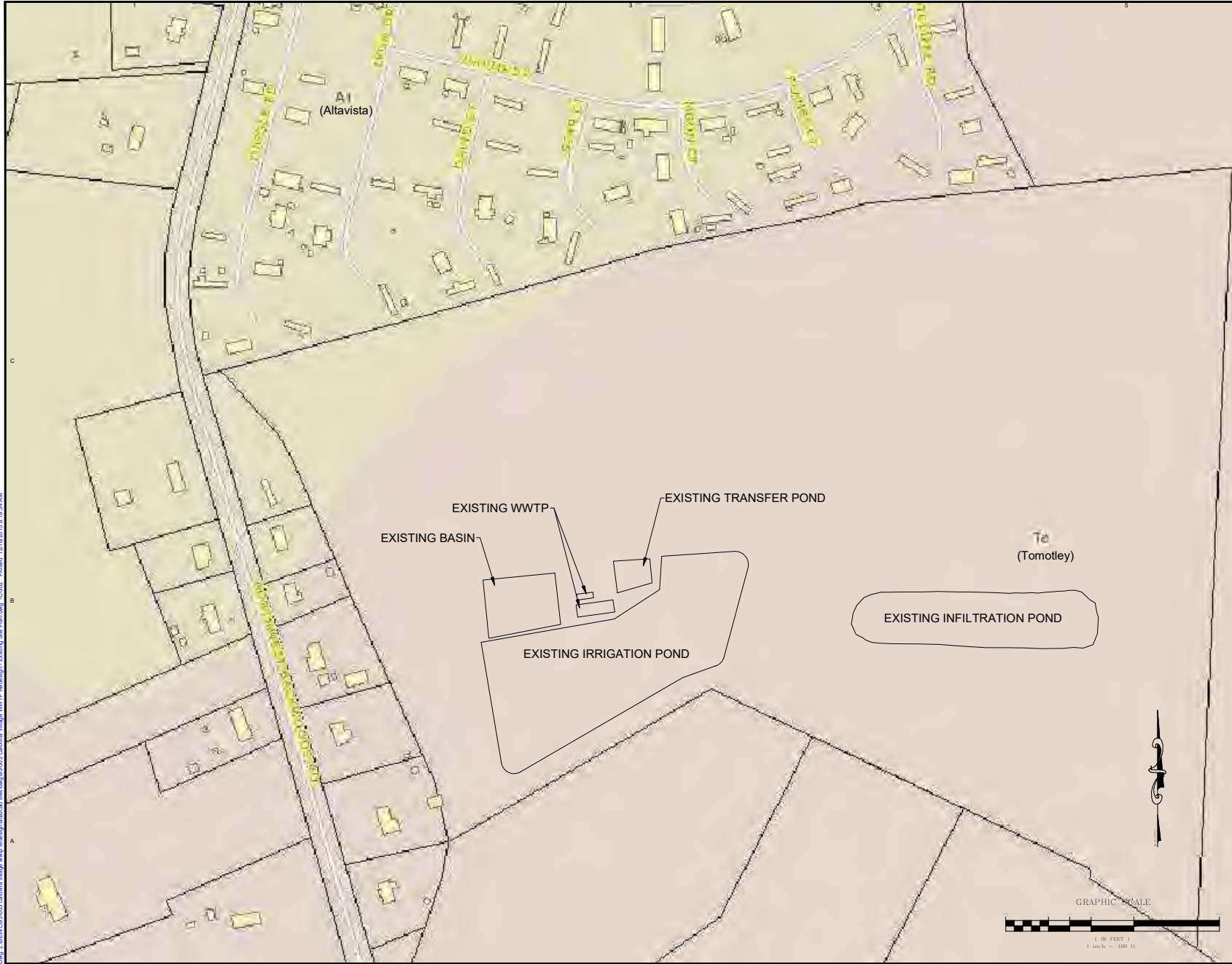
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<p><b>Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase 1-60,000gpd</b></p>	
<p><b>PROPOSED OVERALL SITE PLAN</b></p>	
<p>Owner: Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924</p>	
<p>Designed By: RGB Drawn By: LRB/SEB Checked By: RGB Approved By: RGB</p>	<p>Sheet No: <b>C-301</b> 5 of 35</p>
<p>Date: 26 FEB 2016 Scale: 1" = 100'-0"</p>	<p>Arch D Size Sheet Project No: #55-003</p>
<p>PO BOX 1804 IRMO, SC 29063 (803) 781-2965</p>	

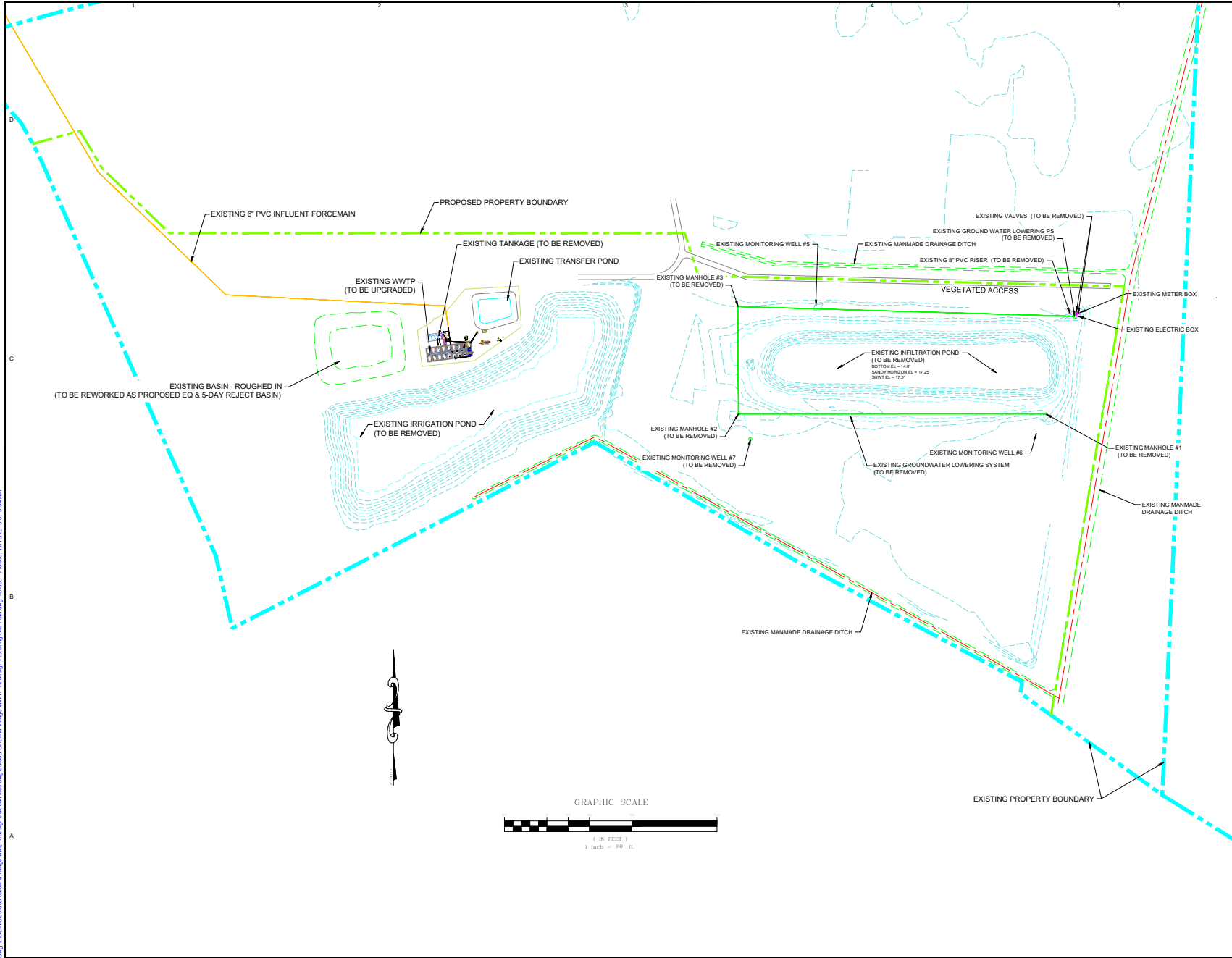


www.bentley.com/.../Carolina Village WWTP Upgrade - Existing Overall Site Plan.dwg 25/11/2016 10:31:41 AM



REV#	DESCRIPTION	DATE
<b>Project:</b> Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd		
<b>Sheet Title:</b> EXISTING SOILS MAP		
<b>Owner:</b> Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924		
<b>Designed By:</b> RGB		<b>Sheet No.:</b>
<b>Drawn By:</b> SEB		<b>C-302</b>
<b>Checked By:</b> RGB		
<b>Approved By:</b> RGB		6 of 35
<b>Original Release Date:</b> 26 FEB 2016		<b>Arch D Size Sheet</b>
<b>Scale:</b> 1" = 100'-0"		<b>Project No.:</b> #95-003
<b>PO BOX 1804 IRMO, SC 29063</b> <b>(803) 781-2965</b>		


www.bentec.com Carolina Village Wastewater Treatment Plant Upgrade - Existing Site Plan.dwg - C-302 - Project: 2/16/2016 10:34:48




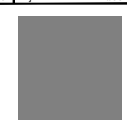
REV	DESCRIPTION	DATE

**BEFORE YOU DIG!**

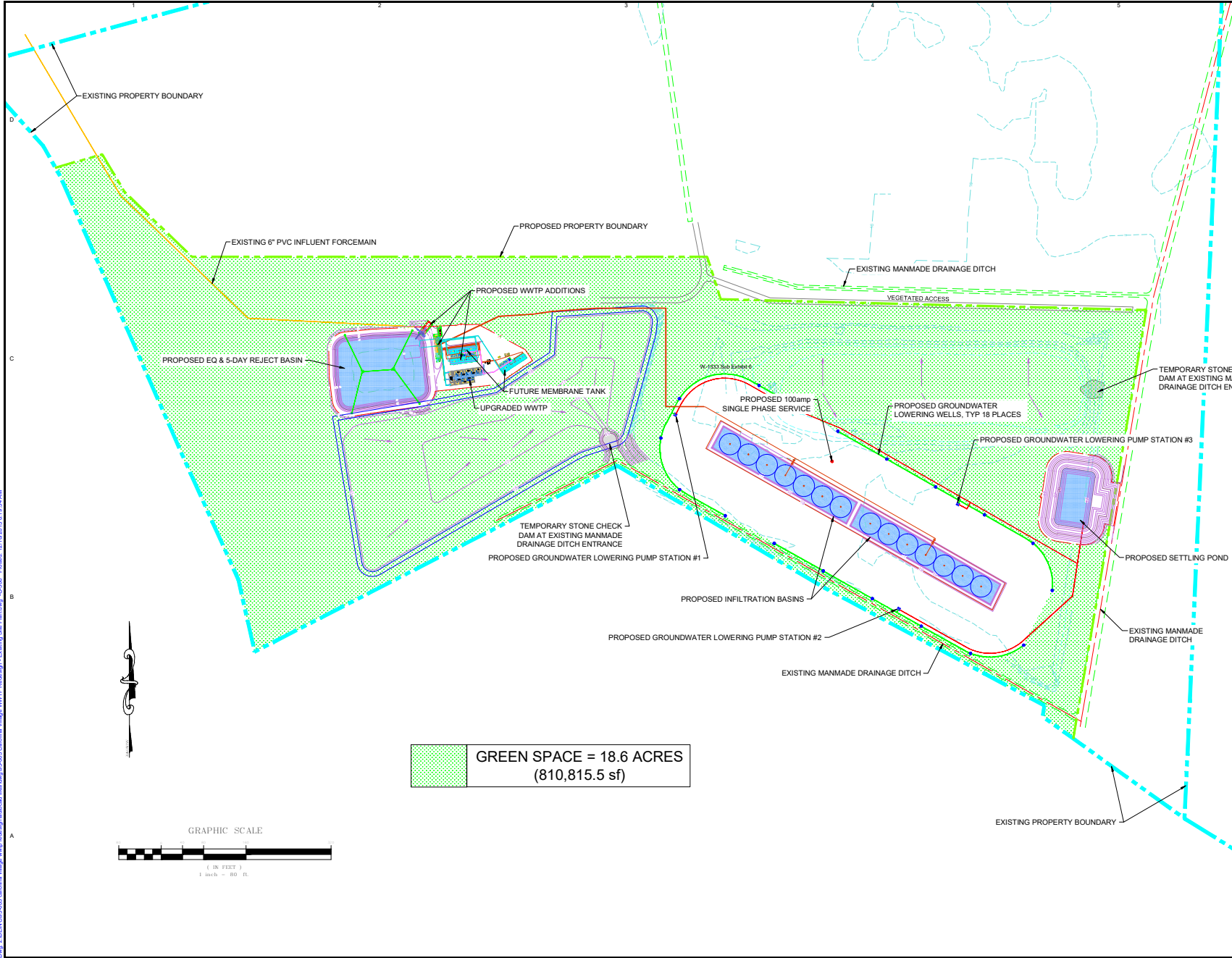


CALL 1-800-452-4969  
IT'S THE WAY!

<b>Project:</b> Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/ Phase I-60,000gpd	
<b>Sheet Title:</b> EXISTING SITE LAYOUT	
<b>Owner:</b> Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924	
<b>Designed By:</b> RGB	<b>Sheet No.:</b>
<b>Drawn By:</b> SEB	C-303
<b>Checked By:</b> RGB	
<b>Approved By:</b> RGB	7 of 35
<b>Original Release Date:</b> 26 FEB 2016	Arch D Size Sheet
<b>Scale:</b> 1" = 80'-0"	<b>Project No.:</b> #95-003
	
PO BOX 1804 IRMO, SC 29063 (803) 781-2965	

s:\p\BEN\2015-2016\carolina\_village\_wastewater\_treatment\_plant\_upgrade\existing\_site\_plan.dwg - C-303 - Project: 2/16/2016 8:19:34 AM





REV	DESCRIPTION	DATE

Project: <b>Carolina Village WWTP MBR Wastewater Treatment Plant Upgrade/Phase I-60,000gpd</b>	
Sheet Title: <b>PROPOSED GREEN AREA SITE PLAN</b>	
Owner: Frank Basadre 6497 Basa Lake Lane Harrison, TN 37341 Phone: (423) 488-1924	
Designed By: RGB Drawn By: SEB Checked By: RGB Approved By: RGB Original Release Date: 26 FEB 2016 Scale: 1" = 80'-0"	Sheet No: <b>C-306</b> 10 of 35 Arch D Size Sheet Project No.: #95-003
PO BOX 1804 IRMO, SC 29063 (803) 781-2965	

W:\2-BEN\2015-2016\carolina\_village\_wastewater\_treatment\_plant\_upgrade\03\Carolina\_Village\_WWTP\_Roadways\_Existing\_Site\_Inventory\_C-306\_Planet\_20161215\_813-34AM

**Narrative Explanation of Assumptions for Exhibit 13**

Line No.	Operating Expenses	Water Assumptions	Sewer Assumptions
2	Salaries and wages - Bonus	The salary and wages for Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 was \$8,679.69. The total labor charge was split between water and sewer equally. (See Below)	The salary and wages for Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 was \$8,679.69. The total labor charge was split between water and sewer equally. (See Below)
4	Maintenance& Repair	The maintenance and repair cost for Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 was \$1,338.04. (See Below)	The maintenance and repair cost for Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 was \$1,607.90 (See below)
5	Sludge	N/A	The sludge disposal cost for Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 was \$8,720.00 (See below)
6	Electricity	The purchased power cost for Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 totaled \$7,929.88 with purchase power for the water system equalling \$3,122.58. (See Below)	The purchased power cost for Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 totaled \$7,929.88 with purchase power for the sewer system equalling \$4,807.30. (See Below)
10	Chemicals	The chemical cost for Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 totaled \$4,283.75 with purchase power for the water system equalling \$3,308.75. (See Below)	The chemical cost for Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 totaled \$4,283.75 with purchase power for the sewer system equalling \$975.00. (See Below)
14	Contractual Services - Management	ORC services are provided by Albemarle Enviromental with a total cost over the 12 period beginning July 1, 2022 through June 30, 2023 was \$28,275. The ORC service cost were split between water and sewer equally. (See Below)	ORC services are provided by Albemarle Enviromental with a total cost over the 12 period beginning July 1, 2022 through June 30, 2023 was \$28,275. The ORC service cost were split between water and sewer equally. (See Below)
15	Contractual Services - Lab Testing	The cost for laboratory services for Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 totaled \$12,460 with lab cost for the water system equalling \$2,825.00. (See Below)	The cost for laboratory services for Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 totaled \$12,460. with lab cost for the sewer system equalling \$9,635.00. (See Below)

		Carolina Village is not currently being billed for water and sewer services, therefore, current operational cost do not reflect the additional cost for billing. Billing and customer service cost are estimated at \$4.25 per account with an estimated customer count of 124. The total cost for billing was split equally between water and sewer, since it is anticipated that bills for water and sewer will both be shown on the same bill.	Carolina Village is not currently being billed for water and sewer services, therefore, current operational cost do not reflect the additional cost for billing. Billing and customer service cost are estimated at \$4.25 per account with an estimated customer count of 124. The total cost for billing was split equally between water and sewer, since it is anticipated that bills for water and sewer will both be shown on the same bill.
16	Contractual Services - Billing		
		The cost for supplies at Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 totaled \$3,345.64 with purchase power for the water system equalling \$1,291.60 (See Below)	The cost of supplies at Carolina Village over the 12 period beginning July 1, 2022 through June 30, 2023 totaled \$3,345.64 with purchase power for the sewer system equalling \$2,054.04. (See Below)
17	Supplies		Misc cost for the period of July 1, 2022 through June 30, 2023 included Notice of Violation and a civil penalty of \$1,100
23	Other Misc. Expense		
24	Permits	Annual fee for water permit is \$270	
		The portion of corporate OH allocated to Carolina Village is 1.04% (\$13,737.75) with \$5,133.24 allocated to water.	The portion of corporate OH allocated to Carolina Village is 1.04% (\$13,737.75) with \$8,599.50 allocated to sewer.
26	Corporate Overhead		
29	Depreciation expenses		
30	Amoritzation of CIAC	\$342,419 of CIAC for water amortized over 50 years.	\$884,594 of CIAC for sewer amortized over 50 years.
		The return on rate base is calculated based on a original cost of \$566,857 less accumulated depreciation of \$224,438, assuming a 50 year life (2% annual depreciation). Using 19.75 years of depreciation (20 years at the end of 2023), the remaining portion has been treated as CIAC in order to begin with a rate base of \$0. The planned improvements to the water system are budgeted at \$258,470 plus a working capital allowance of \$4,325.00 (1/9 of \$38,929) bring the rate base to \$262,795.45	The return on rate base is calculated based on a original cost of \$1,646,144 less accumulated depreciation of \$761,550, assuming a 50 year life (2% annual depreciation). Using 19.75 years of depreciation (20 years at the end of 2023), the remaining portion has been treated as CIAC in order to begin with a rate base of \$0. The planned improvements to the water system are budgeted at \$606,269 plus a working capital allowance of \$6,570.9.00 (1/9 of \$59,139) bring the rate base to \$612,839.54
35	Return on Rate Base	Regulatory Fee is calculated as 0.175% of COS (\$62,777)	Regulatory Fee is calculated as 0.175% of COS (\$65,069)
38	Regulatory Fee		

Source Journal (Multiple Items)

Sum of Net Line No	Account Description	System Both	Labor	Sewer	Water	Grand Total
2	FUTA - Fed Unemply:Outer Bnks-Main			(2.74)		(2.74)
	Medicare - Employee:Outer Bnks-Cr Village-Main			(120.55)		(120.55)
	Overtime:Outer Bnks-Cr Village-Main			(2,638.57)		(2,638.57)
	Salary and Wages:Outer Bnks-Cr Village-Main			(5,381.57)		(5,381.57)
	Soc Sec Employee:Outer Bnks-EnviroLink-Main			(515.36)		(515.36)
	SUTA:Outer Bnks-EnviroLink-Main			(20.90)		(20.90)
<b>2 Total</b>				<b>(8,679.69)</b>		<b>(8,679.69)</b>
4	Reimb Parts/Supplies:Outer Bnks-Cr Village-Main				(1,338.04)	(1,338.04)
	Truck Maint/Repair:Coastal-Cr Village-Main			(1,607.90)		(1,607.90)
<b>4 Total</b>				<b>(1,607.90)</b>	<b>(1,338.04)</b>	<b>(2,945.94)</b>
6	Electric:Coastal-Cr Village-Main			(4,153.30)		(2,846.59)
	Reimbursable Misc Fees:Coastal-Cr Village-Main			(605.73)	(275.99)	(881.72)
	Reimbursable Misc Fees:Outer Bnks-Cr Village-Main			(48.27)		(48.27)
<b>6 Total</b>				<b>(4,807.30)</b>	<b>(3,122.58)</b>	<b>(7,929.88)</b>
5	Reimb Subcontractor:Coastal-Cr Village-Main - Disp			(8,720.00)		(8,720.00)
<b>5 Total</b>				<b>(8,720.00)</b>		<b>(8,720.00)</b>
10	Reimb Chemicals:Outer Bnks-Cr Village-Main				(1,022.75)	(1,022.75)
	Reimb Chemicals:Triangle-Car.Villag-Main				(2,286.00)	(2,286.00)
	Reimb Subcontractor:Coastal-Cr Village-Main - Disp			(975.00)		(975.00)
<b>10 Total</b>				<b>(975.00)</b>	<b>(3,308.75)</b>	<b>(4,283.75)</b>
14	Contract Exp-Subs:Coastal-Cr Village-Main	(28,275.00)				(28,275.00)
<b>14 Total</b>		<b>(28,275.00)</b>				<b>(28,275.00)</b>
15	Lab Analysis:Coastal-Cr Village-Main			(2,355.00)	(1,330.00)	(3,685.00)
	Lab Analysis:Sandhills-Cr Village-Main			(815.00)	(105.00)	(920.00)
	Reimb Lab Services:Coastal-Cr Village-Main			(6,465.00)	(1,390.00)	(7,855.00)
<b>15 Total</b>				<b>(9,635.00)</b>	<b>(2,825.00)</b>	<b>(12,460.00)</b>
17	Cleaning/Lawn Maint:Coastal-Cr Village-Main			(10.63)		(10.63)
	Office Supplies:Outer Bnks-Cr Village-Main			(37.92)		(37.92)
	Reimb Parts/Supplies:Outer Bnks-Cr Village-Main			(73.64)	(1,447.83)	(1,521.47)
	ReimblstWatSewParts:Coastal-Cr Village-Main			(79.00)		(79.00)
	Supplies:Coastal-Cr Village-Main			(52.78)		(52.78)
	Supplies:Outer Bnks-Cr Village-Main			(1,800.07)	177.56	(1,622.51)
	Truck Maint/Repair:Coastal-Cr Village-Main				(21.33)	(21.33)
<b>17 Total</b>				<b>(2,054.04)</b>	<b>(1,291.60)</b>	<b>(3,345.64)</b>
20	Workers Comp Ins Expense:Outer Bnks-Cr Village-Mai			(143.70)		(143.70)
<b>20 Total</b>				<b>(143.70)</b>		<b>(143.70)</b>
23	Violations:Coastal-Cr Village-Main			(1,100.00)		(1,100.00)
<b>23 Total</b>				<b>(1,100.00)</b>		<b>(1,100.00)</b>
Deprec	Reimb Parts/Supplies:Outer Bnks-Cr Village-Main			(11,085.99)		(11,085.99)
<b>Deprec Total</b>				<b>(11,085.99)</b>		<b>(11,085.99)</b>
<b>Grand Total</b>		<b>(28,275.00)</b>		<b>(8,823.39)</b>	<b>(39,985.23)</b>	<b>(11,885.97)</b>

**CURRITUCK WATER AND SEWER, LLC AND CURRITUCK WATER AND SEWER HOLDINGS LLC**  
**BALANCE SHEET**  
**SEP 30, 2023**

**ASSETS**

**CURRENT ASSETS**

131100000000	Cash and cash equivalents	\$	1,024.00
134000000000	Working Funds	\$	-
135000000000	Temporary Cash Investments	\$	-
141000000000	Customer Accounts Receivable	\$	-
142000000000	Other Accounts Receivable	\$	-
143000000000	Accumulated Provision for Uncollectable Accts	\$	-
144000000000	Notes Receivable	\$	-
145000000000	Accounts Receivable from Associated Companies	\$	-
146000000000	Notes Receivable from Associated Companies	\$	-
151000000000	Plant Inventory [Materials & Supplies]	\$	-
152000000000	Merchandise	\$	-
153000000000	Other Material & Supplies	\$	-
161000000000	Stores Equipment	\$	-
162000000000	Prepayments	\$	-
171000000000	Accrued Interest and Dividend Receivable	\$	-
172000000000	Rents Receivable	\$	-
173000000000	Accrued Utility Revenues	\$	-
174000000000	Misc Current and Accrued Revenues	\$	-
	<b><u>TOTAL CURRENT ASSETS</u></b>	<b><u>\$</u></b>	<b><u>1,024.00</u></b>

<u>Deferred Debits</u>			
181000000000	Unamortized Debt Discounts and Expense	\$	-
182000000000	Extraordinary Property Losses	\$	-
183000000000	Preliminary Survey and Investigation Charges	\$	-
184000000000	Clearing Account	\$	-
185000000000	Temporary Facilities	\$	-
186000000000	Misc Deferred Debits	\$	-
186400000000	Regulatory Assets	\$	-
187000000000	Research and Development Expenditures	\$	-
190000000000	Acc Deferred Income Taxes	\$	-
190100000000	Federal	\$	-
190200000000	State	\$	-
190300000000	Local	\$	-
<b><u>TOTAL DEFERRED DEBITS</u></b>		\$	-

<u>PROPERTY, PLANT, AND EQUIPMENT</u>			
101 000000000	<b>Utility Plant in Service</b>		
101 300000000	<b>Water Assets</b>	\$	57,325.00
101 350000000	<b>Wastewater Assets</b>	\$	2,627,169.33
<b><u>TOTAL UPIS</u></b>		\$	2,684,494.33
102 000000000	<i>Utility Plant Leased to Others</i>	\$	-
103 000000000	<i>Property Held for Future Use</i>	\$	175,000.00
104 000000000	<i>Utility Plant Purchased or Sold</i>	\$	-

105000000000	<b>CWIP</b>		
105 300000000	<b>Water: CWIP</b>	\$	-
105 350000000	<b>Wastewater: CWIP</b>	\$	<b>2,374,056.02</b>
		<b>TOTAL CWIP</b>	<b>\$ 2,374,056.02</b>
106 100000000	Completed Construction not Classified: General	\$	-
106 300000000	Completed Construction not Classified: Water	\$	-
106 500000000	Completed Construction not Classified: Wastewater	\$	-
108000000000	<b>Acc Depreciation</b>		
	<b>Water</b>	\$	-
	<b>Wastewater</b>	\$	-
		<b>TOTAL ACC DEPRECIATION</b>	<b>\$ -</b>
114000000000	Utility Plant Acquisition Adjustment	\$	-
115000000000	Acc Amortization of Utility Plant Acquisition Adjustment	\$	-
116000000000	Other Utility Plant Adjustments	\$	-
		<b>PROPERTY, PLANT, AND EQUIPMENT</b> , net	<b>\$ 5,058,550.35</b>
	<b>OTHER ASSETS</b>		
121000000000	Non-Utility Property	\$	-
122000000000	Acc. Depreciation and Amortization of Non-Utility Property	\$	-
123000000000	Investment in Associated Companies	\$	-
124000000000	Utility Investments	\$	-
125000000000	Other Investments	\$	-
126000000000	Sinking Funds	\$	-
127000000000	Other Special Funds	\$	-
		<b>TOTAL OTHER ASSETS</b>	<b>\$ -</b>
		<b>TOTAL ASSETS</b>	<b>\$ 5,059,574.35</b>

**LIABILITIES AND MEMBER'S EQUITY**

**EQUITY CAPITAL**

201000000000	Common Stock/Units Issued	\$	700,000.00
202000000000	Common Stock/Units Subscribed	\$	-
203000000000	Common Stock/Units Liability for Conversion	\$	-
204000000000	Preferred Stock Issued	\$	2,800,000.00
205000000000	Preferred Stock Subscribed	\$	-
206000000000	Preferred Stock Liability for Conversion	\$	-
207000000000	Premium on Capital Stock	\$	-
208000000000	Reduction in Par or Stated Value of Capital Stock	\$	-
209000000000	Gain or Resale or Cancellation of Reacquired Capital Stock	\$	-
210000000000	Other Paid-In Capital	\$	-
211000000000	Discount on Capital Stock	\$	-
212000000000	Capital Stock Expense	\$	-
213000000000	Appropriated Retained Earnings	\$	9,448.28
214000000000	Unappropriated Retained Earnings	\$	-
215000000000	Reacquired Capital Stock	\$	-
216000000000	Proprietary Capital (for Proprietorships and Partnerships only)	\$	-
	<b><u>TOTAL EQUITY CAPITAL</u></b>	<b>\$</b>	<b>3,509,448.28</b>

**CURRENT AND ACCRUED LIABILITIES**

231000000000	Accounts Payable	\$	-
232000000000	Notes Payable	\$	-
233000000000	Accounts Payable to Associated Companies	\$	-
234000000000	Notes Payable to Associated Companies	\$	-
235000000000	Customer Deposits	\$	-
236000000000	Accrued Taxes	\$	-
237000000000	Accrued Interest	\$	-
238000000000	Accrued Dividend	\$	-
239000000000	Matured Long Term Debt	\$	-
240000000000	Matured Interest	\$	-
241000000000	Misc Current and Accrued Liabilities	\$	-
242000000000	Accrued Liabilities	\$	-
	<b><u>TOTAL CURRENT AND ACCRUED LIABILITIES</u></b>	<b>\$</b>	<b>-</b>



**LONG-TERM LIABILITIES**

221000000000	Bonds	\$	26,000.00
222000000000	Reacquired Bonds	\$	-
223000000000	Advances from Associated Companies	\$	-
224000000000	Other Long-Term Debt	\$	-
	<b><u>TOTAL LONG-TERM LIABILITIES</u></b>	\$	26,000.00

**DEFERRED CREDITS**

251000000000	Unamortized Premium on Debt	\$	-
252000000000	Advance for Construction	\$	-
253000000000	Other Deferred Credits	\$	-
255000000000	Acc Deferred Investment Tax Credits	\$	-
	<b><u>TOTAL DEFERRED CREDITS</u></b>	\$	-

**OPERATING RESERVES**

261000000000	Property Insurance Reserve	\$	-
262000000000	Injuries and Damages Reserve	\$	-
263000000000	Pensions and Benefits Reserve	\$	-
265000000000	Miscellaneous Operating Reserves	\$	-
	<b><u>TOTAL OPERATING RESERVES</u></b>	\$	-

**CONTRIBUTION IN AID OF CONSTRUCTION**

271100000000	<b>CIAC [By System]</b>		
271100100000	CIAC - Capacity Fees: Eagle Creek Master System	\$	1,556,200.00
271100110000	CIAC - UPIS - Eagle Creek Master System	\$	-
271100200000	CIAC - Capacity Fees: Carolina Village Master System	\$	-
271100210000	CIAC - UPIS - Carolina Village Master System	\$	-
	<b>CIAC</b>		
271300000000	<b>Water</b>		
271300100000	CIAC - Capacity Fees: Water	\$	-
271300200000	CIAC - Other Fees	\$	-
271300240400	CIAC - UPIS - Carolina Village: Water	\$	-
	<b><u>Total CIAC: Capacity: Water</u></b>	\$	-
	<b><u>Total CIAC: UPIS Water</u></b>	\$	-
	<b><u>TOTAL CIAC WATER</u></b>	\$	-
	<b>Wastewater</b>		
271350200000	CIAC - Capacity Fees: Wastewater	\$	1,556,200.00
271350300000	CIAC - Other Fees	\$	-
271350150500	CIAC - UPIS - Eagle Creek: Wastewater	\$	-
271350350200	CIAC - UPIS - Fost: Wastewater	\$	-
271350450300	CIAC - UPIS - Flora: Wastewater	\$	-
271350250500	CIAC - UPIS - Carolina Village: Wastewater	\$	-
	<b><u>Total CIAC: Capacity: Water</u></b>	\$	1,556,200.00
	<b><u>Total CIAC: UPIS Water</u></b>	\$	-
	<b><u>TOTAL CIAC WASTEWATER</u></b>	\$	1,556,200.00
	<b><u>ACCUMULATED DEFERRED INCOME TAXES</u></b>		
281000000000	Accumulated Deferred Income Taxes - Accelerated Amortization	\$	-
282000000000	Accumulated Deferred Income Taxes - Liberalized Depreciation	\$	-
283000000000	Accumulated Deferred Income Taxes - Other	\$	-
	<b><u>TOTAL ACCUMULATED DEFERRED INCOME TAXES</u></b>	\$	-
	<b><u>TOTAL EQUITY CAPITAL AND LIABILITIES</u></b>	\$	<u>5,091,648.28</u>

**CURRITUCK WATER AND SEWER, LLC AND CURRITUCK WATER AND**  
**CASH FLOW**  
**Jan 2023 - Sep 30, 2023**

Line No.	Item	2023
<i><u>Cash Flows From Operating Activities</u></i>		
1	Pre-tax operating income (loss)	
2	Total operating revenue	\$ -
3	Less: Operation and maintenance expenses	\$ 68,405.43
4	Less: Taxes other than income	
5	Pre-tax operating income (loss)	\$ (68,405.43)
<i>6 <u>Income Tax Calculation:</u></i>		
7	Pre-tax operating income (loss)	\$ (68,405.43)
8	Plus: Contributions in aid of construction	
9	Less: Tax depreciation	
10	Less: Interest expense	
11	Taxable income (loss)	\$ (68,405.43)
12	State income tax	
13	Federal income tax	
14	Total income taxes to be paid	\$ -
15	Net cash provided by (used in) operating activities	\$ (68,405.43)
<i><u>Cash Flows from Investing Activities</u></i>		
16	Purchases of utility plant	\$ 697,255.56
17	Plus: Cash bonds posted	
18	Less Contributions in aid of construction	
19	Less: Proceeds from disposal of utility plant	
20	Net cash used (provided) by investing activities	\$ 697,255.56
<i><u>Cash Flows From Financing Activities</u></i>		
21	Proceeds from issuing short term debt	
22	Less: Principal repayment of short term debt	
23	Plus: Proceeds from issuing long term debt	
24	Less: Principal repayment of long term debt	
25	Less: Interest payment for short and long term debt	
26	Plus: Proceeds from issuing stock	
27	Less: Dividends paid	
28	Plus: Funds provided by owner	\$ 778,050.00
29	Net cash provided (used) by financing activities	\$ 778,050.00
30	Net increase (decrease) in cash	\$ 12,389.01

**CURRITUCK WATER AND SEWER, LLC AND CURRITUCK WATER AND SEWER HOLDINGS LLC**  
**STATEMENT OF OPERATIONS**  
**FOR THE PERIOD JANUARY 1, 2023 TO SEPTEMBER 31, 2023**

OFFICIAL COPY

Nov 14 2023

OPERATING REVENUE

*Water*

*Total Water Operating Revenue* \_\_\_\_\_

*Wastewater*

400463100200	Flat Rate Wastewater Revenue: Fost	\$	-
400474200200	Return Check Charge	\$	-

*Total Wastewater Operating Revenue* \$ -

**TOTAL OPERATING REVENUE** \$ -

OPERATING EXPENSES

*Depreciation - Water*

Depreciation: Water: Allocated	\$	-
Depreciation: Water: 5Y	\$	-
Depreciation: Water: 7Y	\$	-
Depreciation: Water: 10Y	\$	-
Depreciation: Water: 20Y	\$	-
Depreciation: Water: 25Y	\$	-
Depreciation: Water: 30Y	\$	-
Depreciation: Water: 40Y	\$	-
Depreciation: Water: Adjustment	\$	-

*Total Depreciation - Water* \$ -

*Amortization - Water*

Amortization: Water - Acquisition Adjustment	\$	-
Amortization: Water - Contributed: 5Y	\$	-
Amortization: Water - Contributed: 7Y	\$	-
Amortization: Water - Contributed: 10Y	\$	-
Amortization: Water - Contributed: 20Y	\$	-
Amortization: Water - Contributed: 25Y	\$	-
Amortization: Water - Contributed: 30Y	\$	-
Amortization: Water - Contributed: 40Y	\$	-

*Total Amortization - Water* \$ -

**TOTAL WATER DEPRECIATION AND AMORTIZATION** \$ -

*Depreciation - Wastewater*

Depreciation: Wastewater: Allocated	\$	-
Depreciation: Wastewater: 5Y	\$	-
Depreciation: Wastewater: 7Y	\$	-
Depreciation: Wastewater: 10Y	\$	-
Depreciation: Wastewater 20Y	\$	-
Depreciation: Wastewater 25Y	\$	-
Depreciation: Wastewater 30Y	\$	-
Depreciation: Wastewater 40Y	\$	-
Depreciation: Wastewater: Adjustment	\$	-

*Total Depreciation - Wastewater* \$ -

*Amortization - Wastewater*

Amortization: Wastewater - Acquisition Adjustment	\$	-
Amortization: Wastewater - Contributed: 5Y	\$	-
Amortization: Wastewater - Contributed: 7Y	\$	-
Amortization: Wastewater - Contributed: 10Y	\$	-
Amortization: Wastewater - Contributed: 20Y	\$	-
Amortization: Wastewater - Contributed: 25Y	\$	-
Amortization: Wastewater - Contributed: 30Y	\$	-
Amortization: Wastewater - Contributed: 40Y	\$	-

<i>Total Amortization - Wastewater</i>	\$ -
<b>TOTAL WASTEWATER DEPRECIATION AND AMORTIZATION</b>	<b>\$ -</b>
<b>TOTAL DEPRECIATION AND AMORTIZATION</b>	<b>\$ -</b>

<b><i>Other Operating - Water</i></b>	
PUC Regulatory Assessment	\$ -
Property Tax Expense	\$ -
FICA Tax Expense	\$ -
Unemployment Tax Expense	\$ -
Sales & Use Tax Expense	\$ -
Tax Other Than Income	\$ -
<i>Total Other Operating Expenses - Water</i>	<i>\$ -</i>

<b><i>Other Operating - Wastewater</i></b>	
PUC Regulatory Assessment	\$ -
Property Tax Expense	\$ -
FICA Tax Expense	\$ -
Unemployment Tax Expense	\$ -
Sales & Use Tax Expense	\$ -
Tax Other Than Income	\$ -
<i>Total Other Operating Expenses - Wastewater</i>	<i>\$ -</i>

<b>TOTAL OTHER OPERATING EXPENSES</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ -</b>

**OPERATION AND MAINTENANCE EXPENSES**

***Water***

401675300400	Misc - Water Treatment: Operations	Carolina Village - Water	\$ -
401675300400	Misc-Water-Operations	Carolina Village - Water	\$ -
		<i>Total Water Operating Expenses</i>	<i>\$ -</i>

***Wastewater***

401701100100	S&W - Collection System: Operation	Eagle Creek	\$ -
401701100200	S&W - Collection System: Operation	Fost	\$ 22,000.00
401715302200	Purchased Power: Electrical - PS:O - Dominion Power	Fost	\$ 250.08
401720200200	M&S - Collection System: Maintenance	Fost	\$ 4,300.00
401775800200	Misc - General & Administration	Fost	\$ 345.29
401757800200	Misc - General & Administration	Fost	\$ -
408201000100	Property Taxes	Eagle Creek	\$ -
408201000500	Property Taxes	Carolina Village Wastewater	\$ 3,204.62
		<i>Total Wastewater Operating Expenses</i>	<i>\$ 30,099.99</i>

<b>TOTAL OPERATION AND MAINTENANCE EXPENSES</b>	<b>\$ 30,099.99</b>
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***G&A***

401703800000	OpX - Labor	CWS	\$ -
401732800000	Contractual Services: Accounting - General & Administration	CWS	\$ 4,750.00
427350000700	Organizational - Financing	CWS	\$ -
401775800000	Misc - General & Administration	CWS	\$ 53.44
401757800000	Insurance - General Liability	CWS	\$ 33,502.00
		<i>Total G&amp;A Expenses</i>	<i>\$ 38,305.44</i>

<b>TOTAL UTILITY EXPENSES</b>	<b>\$ 68,405.43</b>
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<b>UTILITY OPERATING (INCOME) LOSS</b>	<b>\$ 68,405.43</b>
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