



TOWN COUNCIL AGENDA

December 11, 2017 - 7:00 P.M.

WINTERVILLE TOWN HALL ASSEMBLY ROOM

I. CALL TO ORDER.

II. INVOCATION.

III. PLEDGE OF ALLEGIANCE.

IV. WELCOME.

V. APPROVAL OF AGENDA.

VI. INSTALLATION AND OATH OF OFFICE OF NEWLY ELECTED TOWN OFFICIALS:

1. Mayor Doug Jackson – to be sworn in by the Honorable Jeff Foster.
2. Councilman Johnny Moye – to be sworn in by the Honorable Gwen Hilburn.
3. Councilman Mark Smith – to be sworn in by the Honorable Jeff Foster.

VII. APPOINTMENT OF MAYOR PRO-TEM.

VIII. PUBLIC COMMENT:

The Public Comment period of thirty minutes provides an opportunity for residents to comment on any item included in the agenda or to address the Town Council on any other matter related to the Town of Winterville. For an item included in the Public Hearing section of the agenda, residents should address the Council at the time the Mayor invites public comment on the item.

No public comment may be made to the Council during the meeting, except during the Public Comment period or as part of a Public Hearing. Individual speakers are limited to a maximum of three minutes, and no more than three speakers may address the Council on a single matter. The Town Council may elect to take no action on the matter addressed by a speaker, may schedule the matter for further consideration at a future Council meeting, or may refer the matter to Town staff for disposition. Copies of the Town Public Comment Policy are available in the rear of the Assembly Room.

IX. CONSENT AGENDA:

The following items are considered routine in nature and will not be discussed by the Town Council unless a Councilman or citizen requests that an item be removed from the Consent Agenda for further discussion. The Mayor may allow citizens to address an item or ask questions.

1. Schedule a Public Hearing for Ange Plaza, Lot 2 Annexation.
2. Approve Resolution to Direct Acting Town Clerk to Investigate the Sufficiency of Annexing the Ange Plaza, Lot 3.

3. Approval of Final Plat for Ange Plaza Lot 26 & Revision of Lot 23.
4. Schedule a Public Hearing for Ange Plaza Lot 23 and Lot 26 Annexation.
5. Schedule a Public Hearing for Harris Division Tract A Rezoning: Villa Grande Rezoning of newly proposed section.
6. Approve Resolution to Direct Acting Town Clerk to Investigate the Sufficiency of Annexing the Harris Division, Tract A (Villa Grande, Phase 2).
7. Schedule a Public Hearing for Happy Trail Farms, LLC Property Rezoning.

X. ITEMS REMOVED FROM THE CONSENT AGENDA.

XI. OLD BUSINESS:

1. Award of Contract for Replacement of six (6) HVAC Units at Town Hall.
2. Transmission Agreement between the Town of Winterville and Greenville Utilities Commission.

XII. OTHER AGENDA ITEMS:

1. Smoking in Town Parks – Councilman Moore.
2. Cable Coverage for Town Board Meetings – Councilman Moore.

XIII. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS:

1. Set Date for Annual Council Vision Setting Meeting.

XIV. REPORTS FROM TOWN ATTORNEY, TOWN MANAGER, AND DEPARTMENT HEADS.

Update on Projects Currently Underway:	<ul style="list-style-type: none"> Fork Swamp Greenway Project Regional Sewer Pump Station Project Nobel Canal Drainage Basin Study Water Tank Rehabilitation Project NTE Plant Construction Project Minimum Housing/Code Enforcement Junk Car Enforcement Project Urgent Repair Program
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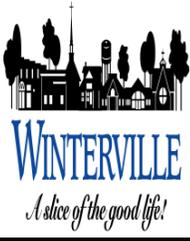
XV. REPORTS FROM THE MAYOR AND TOWN COUNCIL.

XVI. ANNOUNCEMENTS:

1. Planning and Zoning Meeting – December 18, 2017 – 7 pm – Town Hall Assembly Room.
2. Board of Adjustment Meeting – December 19, 2017 – 7 pm – Town Hall Assembly Room.
3. Town Offices Closed for Christmas Holiday – December 25, 26 and 27, 2017.
4. Town Offices Closed for New Year Holiday – January 1, 2017.

XVII. ADJOURN.

***SPECIAL NOTICE:** Anyone who needs an interpreter or special accommodations to participate in the meeting should notify the Amy Parker Barrow, Acting Town Clerk - 252-215-2342 at least forty-eight (48) hours prior to the meeting. (Americans with Disabilities Act (ADA) 1991.)*



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: December 11, 2017

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Ange Plaza Lot 2 Annexation.

Action Requested: Schedule Public Hearing for January.

Attachments: Annexation Map, Annexation Petition and Metes and Bounds.

Prepared By: Bryan Jones, Planning Director

Date: 11/29/2017

ABSTRACT ROUTING:

TC

FD

TM 12/5/2017

Final tlp - 12/5/2017

Supporting Documentation

Te Ching Tseng and Wife, Yet Young Tseng are applying for annexation of Ange Plaza Lot 2.

Ange Plaza Lot 2:

Location: 701 W. Fire Tower Road. (Parcel Number: 55197). Corner of Fire Tower Road and Whitley Drive.

Size: 1.136 acres.

Zoned: General Business.

Annexation Process:

1st Council Meeting: Direct Town Clerk to Investigate the Sufficiency of the Annexation.

2nd Council Meeting: Schedule a Public Hearing for the Annexation.

3rd Council Meeting: Hold Public Hearing on the Annexation.

Budgetary Impact: TBD.

Recommendation: Schedule Public Hearing for January, 2018 Meeting.

CERTIFICATE OF SUFFICIENCY

ANGE PLAZA, LOT 2

To the Town Council of the Town of Winterville, North Carolina:

I, Amy Parker Barrow, Acting Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described herein, in accordance with NCGS 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Winterville this the 8th day of December, 2017.





Amy Parker Barrow, Acting Town Clerk

PETITION REQUESTING ANNEXATION

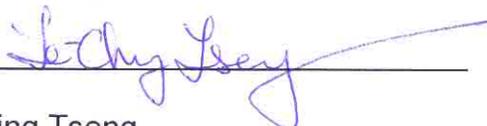
Date: October 5, 2017.

TO THE BOARD OF ALDERMEN OF THE TOWN OF WINTERVILLE

1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are described as follows:

Description

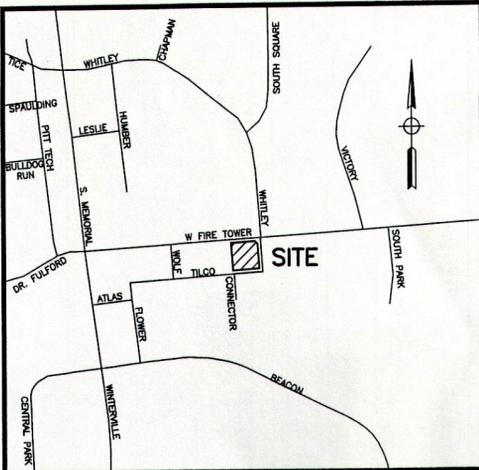
Being 1.136 acres off the southern right-of-way of W. Fire Tower Road, Pitt County Tax Parcel #55197 as described in e-mailed legal description.

<u>Name</u>	<u>Address</u>
	200 Andrew Lane
<u>Te Ching Tseng</u>	<u>Winterville, NC 28590</u>

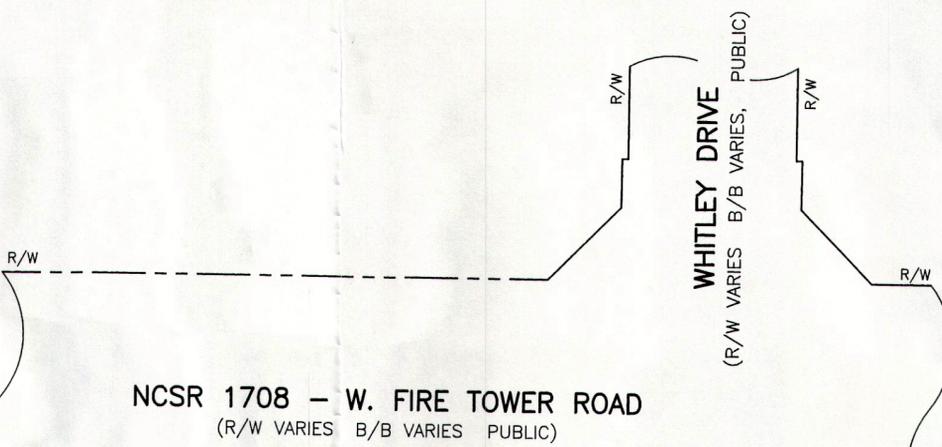
**LEGAL DESCRIPTION OF PROPERTY TO BE
ANNEXED INTO THE TOWN OF WINTERVILLE
TE CHING TSENG PROPERTY
WINTERVILLE TOWNSHIP, PITT, NC
OCTOBER 5, 2017**

Beginning at a point where the southern right-of-way of NCSR 1708 (W. Fire Tower Road) intersects the western right-of-way of Whitley Drive. From the above described beginning, so located, running thence as follows:

With the western right-of-way of Whitley Drive S 43°47'32" E 30.99' and S 00°59'08" W 203.00' to an existing P.K. Nail where the western right-of-way of Whitley Drive intersects the northern right-of-way of Tilco Road, thence with the northern right-of-way of Tilco Road, N 89°00'52" W 221.00' to a point at the southeastern corner of Lot 3, Ange Plaza as recorded in Map Book 77, Page 148 of the Pitt County Register of Deeds Office, thence with the eastern line of said Lot 3, Ange Plaza N 00°59'08" E 225.00' to an existing iron stake on the southern right-of-way of NCSR 1708 (W. Fire Tower Road), thence with the southern right-of-way of NCSR 1708 (W. Fire Tower Road), S 89°00'52" E 199.17' to the point of beginning containing 1.136 acres.

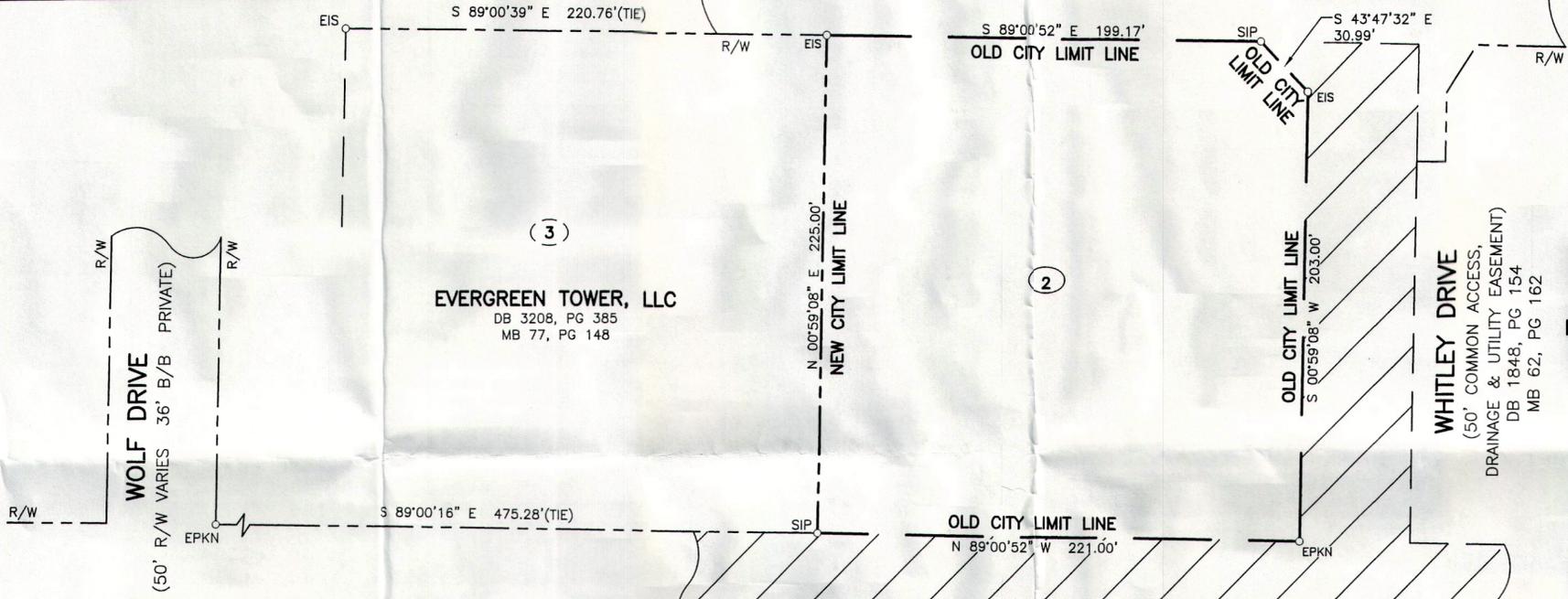
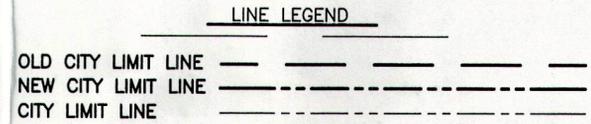


VICINITY MAP



NCSR 1708 - W. FIRE TOWER ROAD
(R/W VARIES B/B VARIES PUBLIC)

WHITLEY DRIVE
(R/W VARIES B/B VARIES, PUBLIC)



EVERGREEN TOWER, LLC
DB 3208, PG 385
MB 77, PG 148

INTERSTATE REALTY, LLC
DB 790, PG 516
MB 49, PG 105

BLAIR DEVELOPMENT, LLC
DB 1244, PG 51
MB 46, PG 150

CONNECTOR DRIVE
(46' COMMON ACCESS,
DRAINAGE & UTILITY EASEMENT)
DB 1848, PG 154
MB 62, PG 162

TILCO ROAD
(50' COMMON ACCESS,
DRAINAGE & UTILITY EASEMENT)
DB 1848, PG 154
MB 62, PG 162

WOLF DRIVE
(50' R/W VARIES 36' B/B PRIVATE)

STATE OF NORTH CAROLINA
COUNTY OF PITT

_____, REVIEW
OFFICER OF PITT COUNTY, CERTIFY THAT THE
MAP OR PLAT TO WHICH THIS CERTIFICATION
IS AFFIXED MEETS ALL STATUTORY REQUIRE-
MENTS FOR RECORDING.

DATE _____

REVIEW OFFICER _____

GENERAL NOTES

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. THIS MAP IS A SURVEY OF ANOTHER CATEGORY.
3. REFERENCE: DEED BOOK 3455, PAGE 789 OF THE PITT COUNTY REGISTER OF DEEDS.

LEGEND

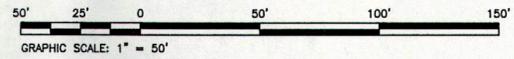
- EIS = EXISTING IRON STAKE
- SIP = SET IRON PIPE
- R/W = RIGHT-OF-WAY
- B/B = BACK OF CURB TO BACK OF CURB
- EPKN = EXISTING PARKER KALON NAIL



WITNESS MY HAND AND SEAL THIS 19th DAY
OF OCTOBER, 2017.
John G. Getsinger, Jr.
JOHN G. GETSINGER, JR. L-4508



OWNER: **TE CHING TSENG and wife,
YET YOUNG TSENG**
ADDRESS: 200 ANDREW LANE
WINTERVILLE, NC 28590
PHONE: (252) 758-7878



PARCEL #55197
TAX MAP #4675-58-5092

MAP SHOWING AREA ANNEXED BY
TOWN OF WINTERVILLE, N.C.

ORDINANCE NO. _____ AREA 1.136 AC.

ACCEPTED FOR THE TOWN OF WINTERVILLE

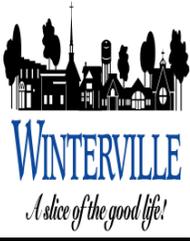
MAYOR _____ DATE _____

ANNEXATION MAP FOR
LOT 2, ANGE PLAZA

REFERENCE: MAP BOOK 66 PAGE 2 OF THE PITT COUNTY REGISTER OF DEEDS.

WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.

Baldwin Design Consultants, PA ENGINEERING - SURVEYING - PLANNING 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27656 252.756.1390	LICENSE # C-3498	SURVEYED: JDP	APPROVED: MWB
		DRAWN: JGG/MAH	DATE: 10/19/2017
		CHECKED: MWB	SCALE: 1" = 50'



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: December 11, 2017

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Ange Plaza Lot 3 Annexation (existing Lemongrass Restaurant location).

Action Requested: Direct Town Clerk to Investigate Sufficiency of Annexation.

Attachments: Annexation Map, Annexation Petition and Metes and Bounds.

Prepared By: Bryan Jones, Planning Director.

Date: 11/29/2017

ABSTRACT ROUTING:

TC

FD

TM 12/5/2017

Final tlp - 12/5/2017

Supporting Documentation

Te Ching Tseng and Wife, Yet Young Tseng are applying for annexation of Ange Plaza Lot 3.

*This property is the existing location of the Lemongrass Restaurant and two other retail stores.

Ange Plaza Lot 3:

Location: 705 W. Fire Tower Road. (Parcel Number: 55198). Corner of Fire Tower Road and Whitley Drive.

Size: 1.14 acres.

Zoned: General Business.

Annexation Process:

1st Council Meeting: Direct Town Clerk to Investigate the Sufficiency of the Annexation.

2nd Council Meeting: Schedule a Public Hearing for the Annexation.

3rd Council Meeting: Hold Public Hearing on the Annexation.

Budgetary Impact: TBD.

Recommendation: Direct Town Clerk to Investigate Sufficiency of Annexation

**RESOLUTION DIRECTION THE ACTING TOWN CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER NCGS 160A-31**

Ange Plaza Lot 3

WHEREAS, a petition requesting annexation of an area described in said petition was received on November 1, 2017 by the Town Council; and

WHEREAS, NCGS 160A-31 provides that the sufficiency of the petition shall be investigated by the Acting Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Winterville seems it advisable to proceed in response to this request for annexation.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Winterville that:

The Acting Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Town Council the result of her investigation.

Adopted this the 11th day of December, 2017.

Douglas A. Jackson, Mayor

ATTEST:

Amy P. Barrow, Acting Town Clerk

PETITION REQUESTING ANNEXATION

Date: 11 / 1 / 17

To the Mayor and Town Council of the Town of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in Paragraph 2 below be annexed to the Town of Winterville.

2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

Map and Metes and Bounds are provided separately.

Owners Details: Evergreen Tower LLC (AKA Lemongrass Thai Restaurant at Arlington Crossing, LLC).

Name YET Y. Tseng Address 701 W Firetower Road
Signature [Handwritten Signature] Winterville NC 28590

Name _____ Address _____

Signature _____

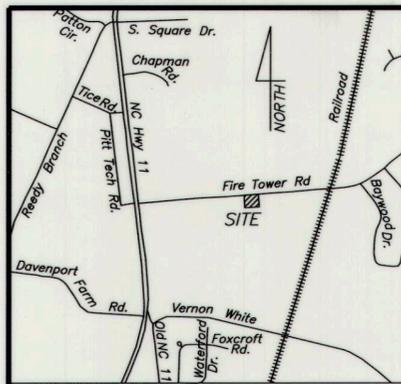
Name _____ Address _____

Signature _____

LEGAL DESCRIPTION

LYING AND BEING IN WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON STAKE LOCATED ON THE NORTHERN RIGHT OF WAY OF TILCO DRIVE, SAID POINT BEING N 24°21'15" E 1,930.53 FEET FROM N.C.G.S. MONUMENT "REEDY"(N.C. GRID COORDINATES N = 656,283.99 FEET, E = 2,474,446.87 FEET), THENCE FROM SAID POINT OF BEGINNING N 08°02'06" W 225.01 FEET TO AN IRON STAKE ON THE SOUTHERN RIGHT OF WAY OF FIRE TOWER ROAD (N.C.S.R. 1708); THENCE CORNERING AND RUNNING WITH THE SOUTHERN RIGHT OF WAY OF FIRE TOWER ROAD N 81°59'03" E 220.69 FEET TO AN IRON STAKE; THENCE CORNERING AND LEAVING THE SOUTHERN RIGHT OF WAY OF FIRE TOWER ROAD S 08°00'32" E 224.84 FEET TO AN IRON STAKE LOCATED ON THE NORTHERN RIGHT OF WAY OF TILCO DRIVE; THENCE CORNERING AND RUNNING WITH THE RIGHT OF WAY OF TILCO DRIVE S 81°56'27" W 220.59 FEET TO THE POINT OF BEGINNING, CONTAINING 1.14 ACRES, MORE OR LESS, AND BEING THE PROPERTY DESCRIBED IN DEED BOOK 3208, PAGE 385 AND SHOWN ON MAP BOOK 77, PAGE 148 OF THE PITT COUNTY REGISTER OF DEEDS.



VICINITY MAP
NOT TO SCALE

NOTES:

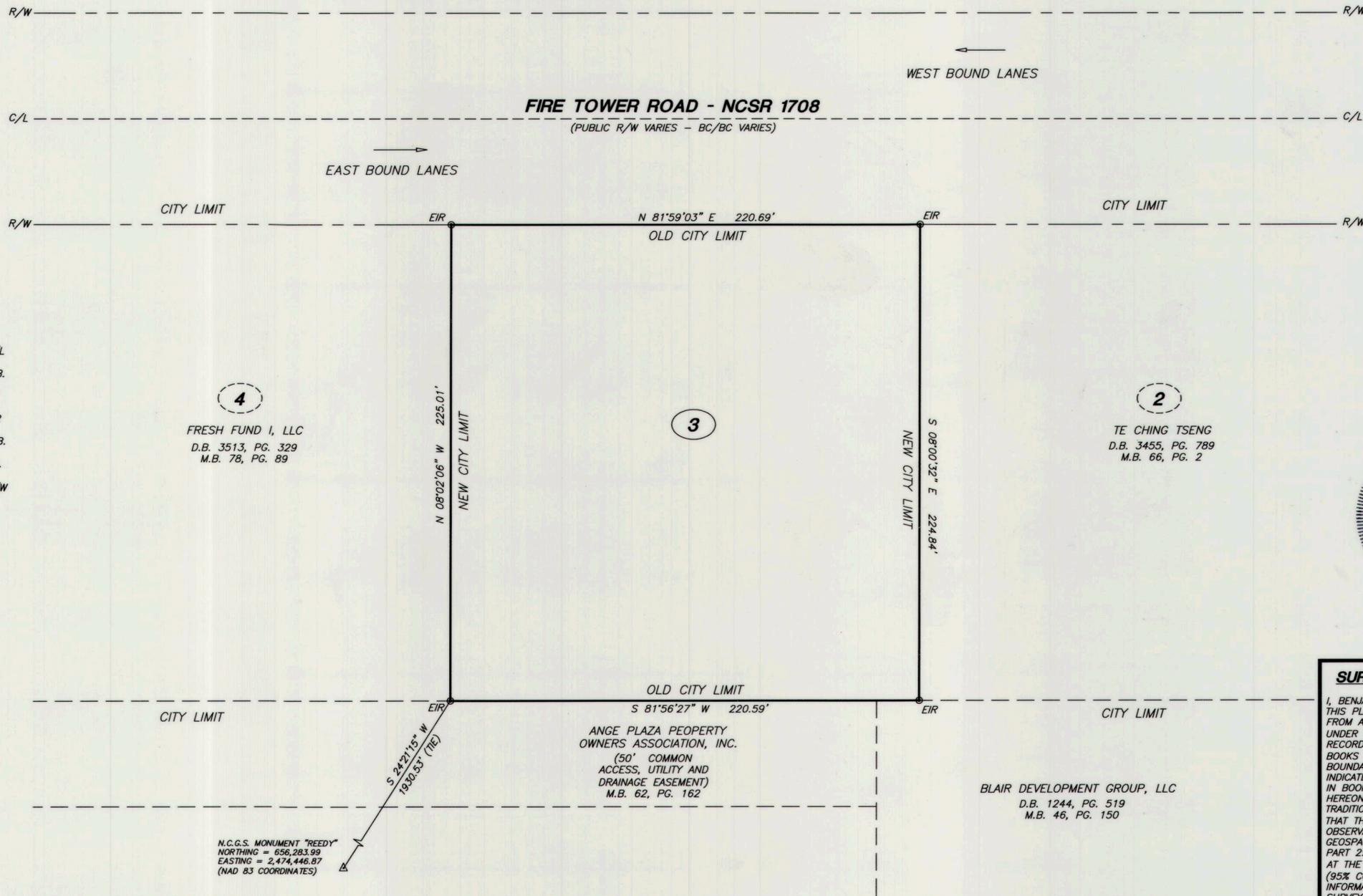
1. THIS SURVEY IS OF ANOTHER CATEGORY. (ANNEXATION)
2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
3. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.
4. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
5. THIS SURVEY PERFORMED WITHOUT BENEFIT OF A TITLE REPORT.

REFERENCES

M.B. 77, PG. 148 AND D.B. 3208, PG. 385 OF THE PITT COUNTY REGISTRY.

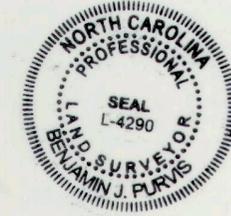
SITE DATA

AREA IN TRACT: 1.139 ACRES
 PARCEL NO: 55198
 NC PIN: 4675583071
 CURRENT ZONING: GB



LEGEND

CENTERLINE	C/L
DEED BOOK	D.B.
EXISTING	EX
EXISTING IRON ROD	EIR
MAP BOOK	M.B.
PAGE	PG.
RIGHT OF WAY	R/W



SURVEYOR'S CERTIFICATION

I, BENJAMIN J. PURVIS, P.L.S., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK SEE, PAGE REF, OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK SEE, PAGE REF, OR AS REFERENCED HEREON; THAT THE RATIO OF PRECISION FOR TRADITIONAL SURVEY METHOD IS 1: 10,000+; THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPACIAL POSITIONING ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT THE CLASS "A" ACCURACY CLASSIFICATION (95% CONFIDENCE) AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GPS SURVEY:

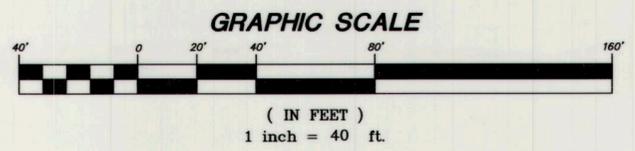
POSITION ACCURACY: .06'
 TYPE OF GPS FIELD PROCEDURE: NC RTN
 DATE(S) OF SURVEY: 06/07/2014
 DATUM / EPOCH: NAD 83/2014
 PUBLISHED / FIELD CONTROL MONUMENTS USED: FIXED CONTROL (NC RTN)
 GEOID MODEL: GEOID 12A
 COMBINED GRID FACTOR: 0.9998877
 UNITS: LIS SURVEY EQOT

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
 I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (X)(1)(c). THIS SURVEY IS OF ANOTHER CATEGORY AND IS AN EXEMPTION TO THE DEFINITION OF A SUBDIVISION.
 WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 8th DAY OF NOVEMBER, 2017.

SIGNED: *Benjamin J. Purvis*
 BENJAMIN J. PURVIS, P.L.S. L-4290

REVIEW OFFICER

I, _____, A REVIEW OFFICER OF PITT COUNTY, N.C. CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 BY: _____ REVIEW OFFICER
 DATE: _____



ANNEXATION MAP FOR
LEMON GRASS THAI RESTAURANT AT ARLINGTON CROSSING, LLC
 BEING ALL OF LOT 3 (REV.), ANGE PLAZA
 705 W. FIRE TOWER RD., WINTERVILLE, N.C. 28590
 WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: LEMON GRASS THAI RESTAURANT AT ARLINGTON CROSSING, LLC
 ADDRESS: 1904 WEST ARLINGTON BLVD., GREENVILLE, N.C. 27834
 PHONE: (252) 758-7879

BENJAMIN J. PURVIS, P.L.S.
 2004 B. EAST 3RD. ST.
 GREENVILLE, N.C. 27858
 (252) 341-5588
 WWW.LANDSURVEY.WEBS.COM

SURVEYED:	BJP	APPROVED:	BJP
DRAWN:	CPT	DATE:	11/08/17
CHECKED:	BJP	SCALE:	1" = 40'

MAP SHOWING AREA ANNEXED BY
TOWN OF WINTERVILLE, N.C.
 ORDINANCE NO.: _____ AREA: 1.139 ACRES
 ACCEPTED FOR THE TOWN OF WINTERVILLE
 _____ MAYOR _____ DATE



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: December 11, 2017

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Ange Plaza Lot 26 & Revision of Lot 23.

Action Requested: Approval of Final Plat.

Attachments: Final Plat Map.

Prepared By: Bryan Jones, Planning Director

Date: 11/29/2017

ABSTRACT ROUTING:

TC

FD

TM 12/5/2017

Final tlp - 12/5/2017

Supporting Documentation

Ange Plaza Lot 26 & Revision of Lot 23:

Location: Off of the north side of Beacon Drive between Vernon White Rd and Winterville Parkway.

Parcel Numbers: 52963 & 73421.

Size: Lot 26 = 2.3573; Lot 23 = 3.11 acres. Total Area = 5.48 Acres.

Zoning District: GB

Proposal is to subdivide existing parcel into 2 lots.

*P&Z recommended approval of the final plat at their November meeting.

Budgetary Impact: TBD.

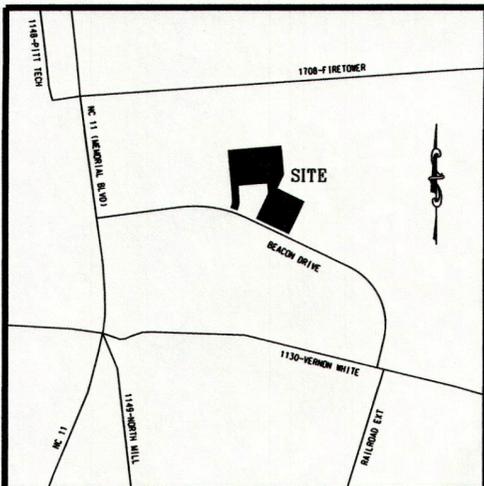
Recommendation: Approve Proposed Final Plat.

SITE DATA

TOTAL AREA	5.4756 ACRES
NUMBER OF LOTS CREATED	2
PARCELS	52963 & 73421
ZONING	GENERAL BUSINESS
AREA IN PARKS, RECREATION AREAS AND THE LIKE	0.00 ACRES

NOTES:

- 1) ALL DISTANCES ARE HORIZONTAL GROUND WITH NO GRID CORRECTION APPLIED. COMBINED FACTOR IS 0.9998872.
- 2) THE TOWN OF WINTERVILLE REQUIRES A MINIMUM 5'DRAINAGE AND UTILITY EASEMENT ALONG FRONT SIDE AND REAR PROPERTY LINES.
- 3) DRAINAGE EASEMENTS AND DRAINAGE IMPROVEMENTS SHOWN HEREON ARE DEDICATED TO THE ANGE PLAZA PROPERTY OWNERS ASSOCIATION, INC. AND ARE CENTERED ON IMPROVEMENTS AS INSTALLED.
- 4) PARKING LOTS AND ACCESS DRIVES SHALL BE MAINTAINED BY EACH INDIVIDUAL PROPERTY OWNER.
- 5) NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE TOWN OF WINTERVILLE.
- 6) MAXIMUM ALLOWABLE PERMISSIBLE IMPERVIOUS AREA ALLOWED PER LOT IS AS FOLLOWS:
LOT 23 - 95,000 SF
LOT 26 - 77,000 SF
- 7) THIS MAP SUPERCEDES ANGE PLAZA LOT 23 AS RECORDED IN MAP BOOK 66, PAGE 145.



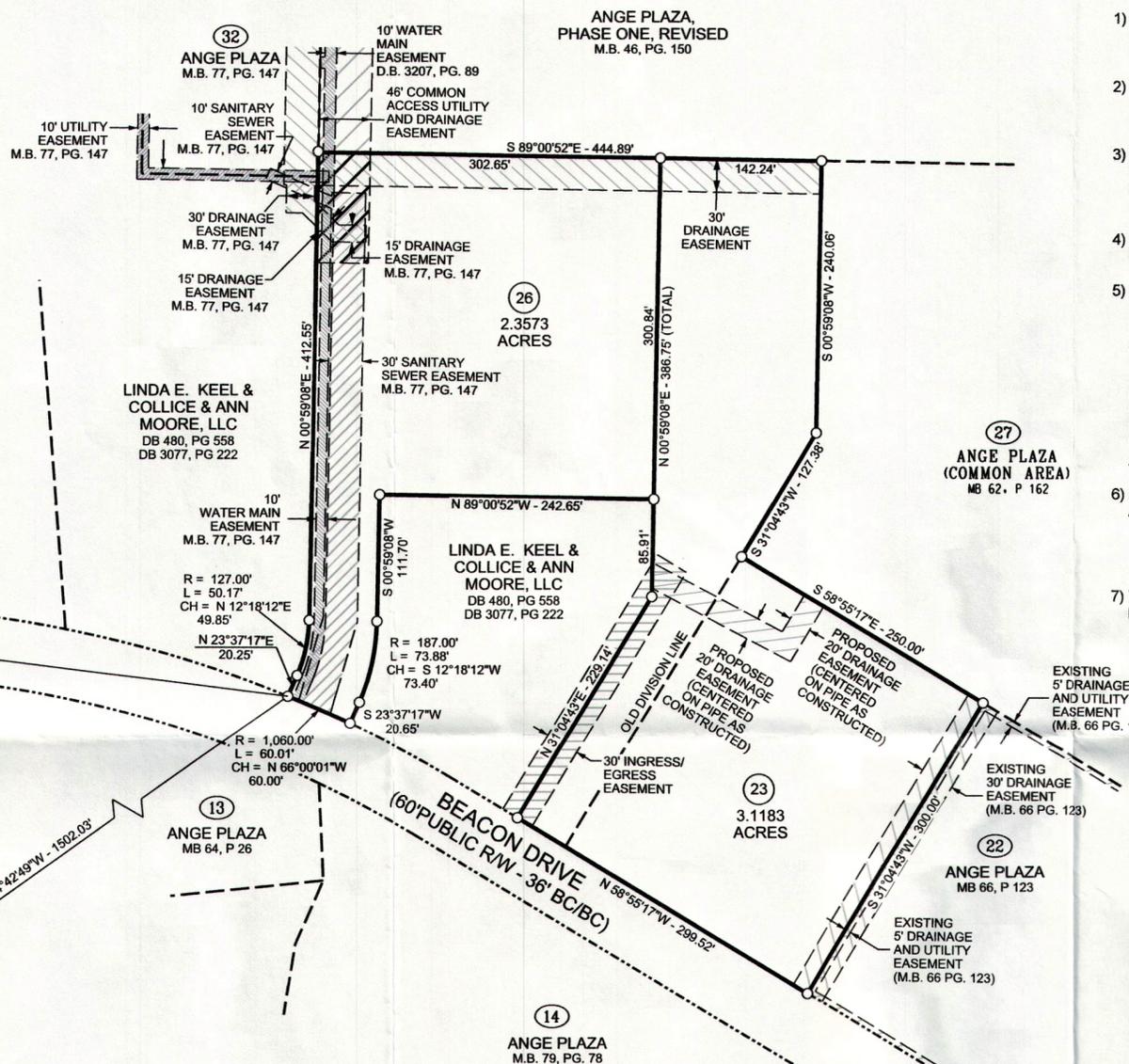
VICINITY MAP
1" = 1000'

NC HWY 11 & 903
(WINTERVILLE PARKWAY)
(R/W VARIES - PAVEMENT VARIES)

BEACON DRIVE
(60' PUBLIC R/W - 36' BC/BC)

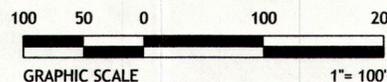


NCGS MONUMENT "REEDY"
NAD 83
N = 200036.023 M
E = 754212.869 M



LEGEND

- EIP = EXISTING IRON PIPE
- EIS = EXISTING IRON STAKE
- MNS = MAGNETIC NAIL SET
- = NEW IRON STAKE UNLESS OTHERWISE NOTED



SHEET 1 OF 1

I HEREBY CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

CARLTON E. PARKER

MAP FOR RECORD
ANGE PLAZA LOT 26 & REVISION OF LOT 23

A PORTION OF THE PROPERTY IN DEED BOOK 480, PAGE 558; DEED BOOK 3077, PAGE 222 & MAP BOOK 66, PAGE 145 OF THE PITT COUNTY REGISTRY

WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: COLLICE & ANN MOORE, LLC & LINDA E. KEEL
ADDRESS: 4300 SAPPHIRE COURT, SUITE 116 GREENVILLE, NC 27834
PHONE: (252) 231-2588

MALPASS & ASSOCIATES
NC LICENSE NO. C-1289
1645 E. ARLINGTON BLVD., SUITE D GREENVILLE, N.C. 27858
(252) 756-1780

SURVEYED:	CEP	APPROVED:	CEP
DRAWN:	WCO	DATE:	09/22/17
CHECKED:	WKM	SCALE:	1" = 100'

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREIN, THAT THE PROPERTY IS WITHIN THE JURISDICTION OF THE TOWN OF WINTERVILLE AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT AND HEREBY ESTABLISH ALL LOTS AND DEDICATE ALL STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER ON ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.

DATE: _____

NAME: _____

NAME: _____

NAME: _____

CERTIFICATE OF FINAL APPROVAL

APPROVED FOR RECORDING BY THE BOARD OF ALDERMAN OF THE TOWN OF WINTERVILLE, NORTH CAROLINA, ON THIS

THE _____ DAY OF _____, 2017

PURSUANT TO AUTHORITY OF SECTION 154.13 OF THE SUBDIVISION REGULATIONS, MUST BE RECORDED WITHIN THIRTY (30) DAYS OF THIS DATE.

DATE: _____

MAYOR, TOWN OF WINTERVILLE

CERTIFICATE OF APPROVAL BY THE PLANNING BOARD

I HEREBY CERTIFY THAT THIS FINAL PLAT WAS RECOMMENDED FOR APPROVAL BY THE PLANNING BOARD OF THE TOWN OF WINTERVILLE ON

THE _____ DAY OF _____, 2017.

DATE: _____

CHAIRMAN, WINTERVILLE PLANNING BOARD

REVIEW OFFICER

STATE OF NORTH CAROLINA COUNTY OF PITT

I, _____, REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: _____, 2017

REVIEW OFFICER

SURVEYORS CERTIFICATE

I, CARLTON E. PARKER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY ME OR UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+, THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION AS REFERENCED ON PLAT. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS

_____ DAY OF _____, 2017, A.D.

CARLTON E. PARKER PLS 2980



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: December 11, 2017

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Ange Plaza Lot 23 & 26 Annexation.

Action Requested: Schedule Public Hearing for January.

Attachments: Annexation Map, Annexation Petition and Metes and Bounds.

Prepared By: Bryan Jones, Planning Director.

Date: 11/29/2017

ABSTRACT ROUTING:

TC

FD

TM 12/5/2017

Final tlp - 12/5/2017

Supporting Documentation

Collice and Ann Moore LLC & Linda E. Keel are applying for annexation of Ange Plaza Lots 23 and 26. (Final plats have been submitted and are currently under staff review).

Ange Plaza Lot 23 & 26: (Final Plats have been submitted and are scheduled for the staff development review process)

Location: In Ange Plaza off of Beacon Drive and Connector Dr. (Currently part of Parcel numbers 52963 and 73421)

Size: 5.4756 Acres.

Zoned: General Business.

Annexation Process:

1st Council Meeting: Direct Town Clerk to Investigate the Sufficiency of the Annexation.

2nd Council Meeting: Schedule a Public Hearing for the Annexation.

3rd Council Meeting: Hold Public Hearing on the Annexation.

Budgetary Impact: TBD.

Recommendation: Schedule Public Hearing for January, 2018 Meeting.

CERTIFICATE OF SUFFICIENCY

LOT 23 AND LOT 26 ANGE PLAZA

To the Town Council of the Town of Winterville, North Carolina:

I, Amy Parker Barrow, Acting Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described herein, in accordance with NCGS 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Winterville this the 5th day of December, 2017.





Amy Parker Barrow, Acting Town Clerk

PETITION REQUESTING ANNEXATION

Date: October 2, 2017

To the Mayor and Town Council of the Town of Winterville:

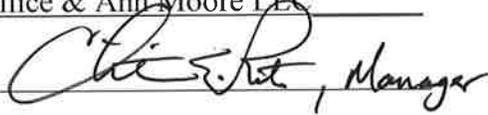
1. We the undersigned owners of real property respectfully requested that the area described in Paragraph 2 below be annexed to the Town of Winterville.

2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

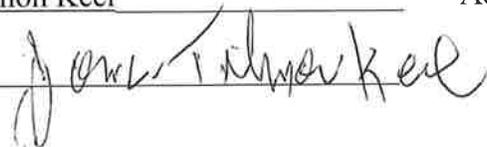
Description

Ange Plaza Lots 23 and 26

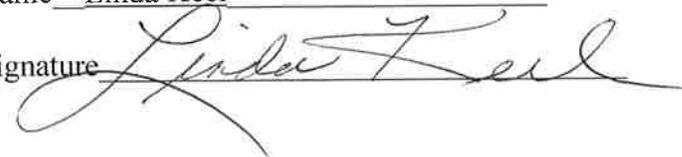
Name Collice & Ann Moore LLC Address 4300 Sapphire Court Suite 116
Greenville, NC 27834

Signature  Chris P. Moore, Manager

Name Tilmon Keel Address 203 E. Water Street
Edenton, NC 27932

Signature  Tilmon Keel

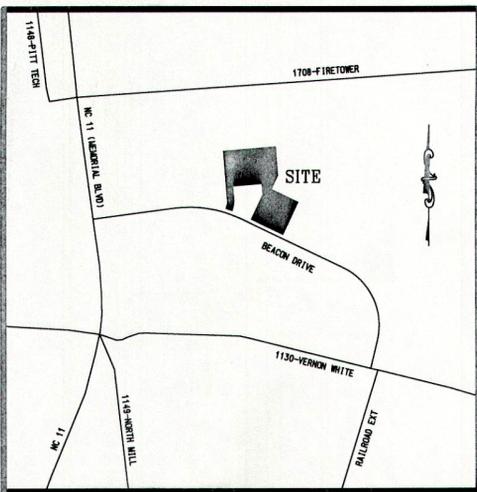
Name Linda Keel Address 203 E. Water Street
Edenton, NC 27832

Signature  Linda Keel

Legal Description For
Ange Plaza Lot 23 & 26 Annexation

Lying and being situate in Winterville Township, Pitt County, North Carolina and being more particularly described as follows:

Beginning at a point in the northern right of way of Beacon Drive said point being located S 85-33-53 E – 1047.87' from the intersection of the northern right of way of Beacon Drive and the eastern right of way of NC Hwy 11, thence from said point of beginning N 23-37-17 E – 20.25', thence **50.17' along the arc of a curve said curve being to the left having a radius of 127.00' and a chord bearing N 12-18-12 E – 49.85'**, thence N 00-59-08 E – 412.55' to the southern line of Ange Plaza Phase 1 as recorded in map book 46, page 150, thence with the southern line of Ange Plaza Phase 1 S 89-00-52 E – 444.89' to the western line of Ange Plaza Lot 27 as recorded in map book 62, page 162, thence with the western line of Ange Plaza Lot 27 S 00-59-08 W – 240.06', thence S 31-04-43 W – 127.38', thence with the southern line of Ange Plaza Lot 27 S 58-55-17 E – 250.00' to the northwest corner of Ange Plaza Lot 22 as recorded in map book 66, page 123, thence with the western line of Ange Plaza Lot 22 S 31-04-43 W – 300.00' to the northern right of way of Beacon Drive, thence with the northern right of way of Beacon Drive N 58-55-17 W – 299.52', thence leaving the northern right of way of Beacon Drive N 31-04-43 E – 229.14', thence N 00-59-08 E – 85.91', thence N 89-00-52 W – 242.65', thence S 00-59-08 W – 111.70', thence **73.88' along the arc of a curve said curve being to the right having a radius of 187.00' and a chord bearing S 12-18-12 W – 73.40'**, thence S 23-37-17 W – 20.65' to the northern right of way of Beacon Drive, thence with the northern right of way of Beacon Drive **60.01' along the arc of a curve said curve being to the left having a radius of 1060.00' and a chord bearing N 66-00-01 W – 60.00'** to the point of beginning containing **5.4756 acres**.



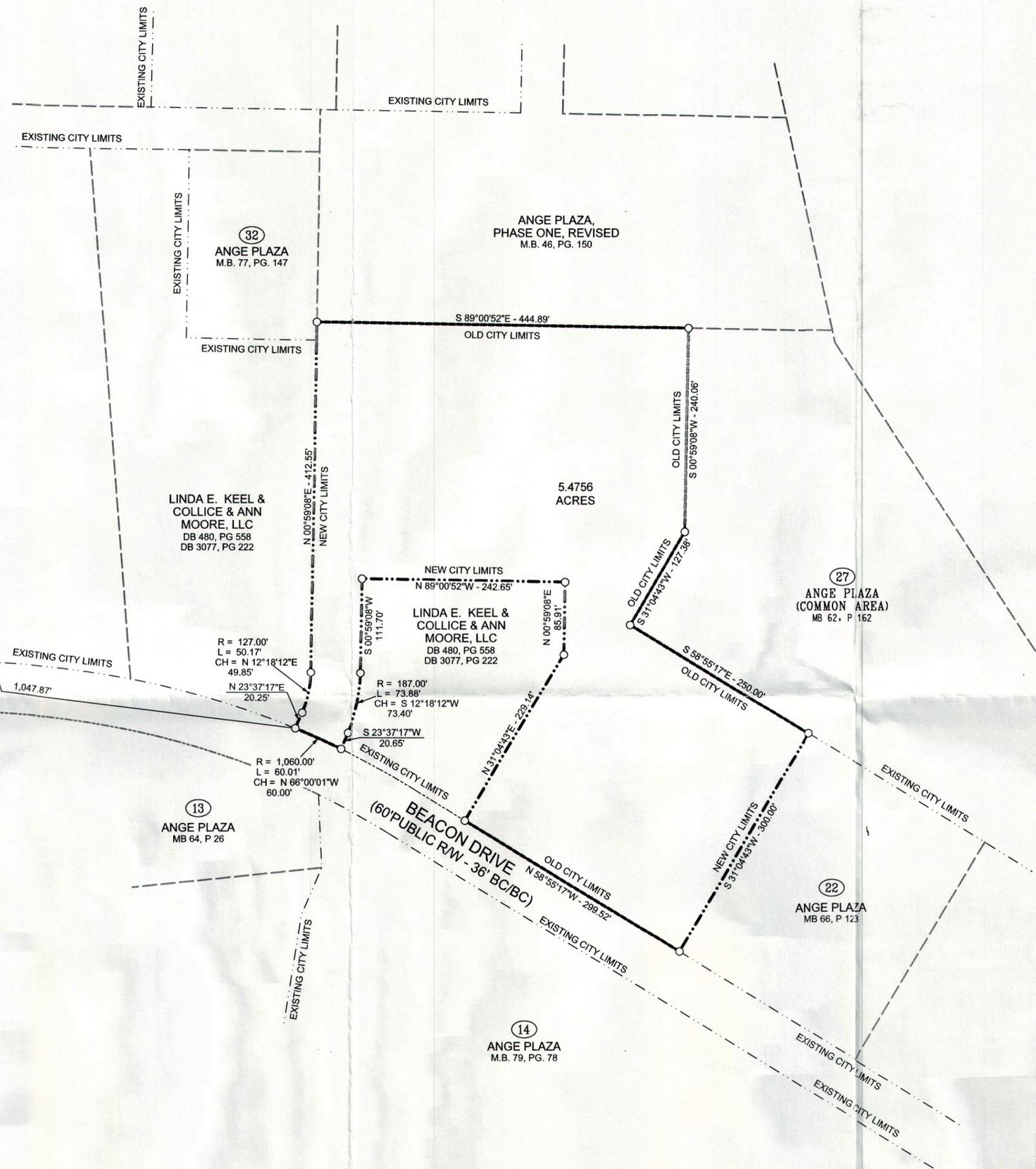
VICINITY MAP
1" = 1000'

NC HWY 11 & 903
(WINTERVILLE PARKWAY)
(R/W VARIES - PAVEMENT VARIES)

BEACON DRIVE
(60' PUBLIC RW - 36' BC/BC)

RECEIVED
OCT 03 2017
By SP

PROGRESS
DRAWING



MB 46, PG 150

ANNEXATION MAP FOR
ANGE PLAZA - LOTS 23 & 26
A PORTION OF THE PROPERTY IN DEED BOOK 480, PAGE 558; DEED BOOK 3077, PAGE 222
& MAP BOOK 66, PAGE 145 OF THE PITT COUNTY REGISTRY

WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: COLLICE AND ANN MOORE LLC
& LINDA E. KEEL
ADDRESS: 4300 SAPPHERE COURT
GREENVILLE, NC 27834
PHONE: (252) 231-2588

MALPASS & ASSOCIATES
1645 E. ARLINGTON BLVD, SUITE D
GREENVILLE, N.C. 27858
(252) 756-1780

SURVEYED:	CEP	APPROVED:	CEP
DRAWN:	WCO	DATE:	09/21/17
CHECKED:	CEP	SCALE:	1" = 100'

NEW CITY LIMIT = - · - · - · -
OLD CITY LIMIT = —————
EXISTING CITY LIMIT = - - - - -

MAP NO.	PLATS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY
THE TOWN OF WINTERVILLE, N.C.

DATE: _____; ORDINANCE NUMBER: _____; AREA: 5.4756 ACRES
WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

I, CARLTON E. PARKER, CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY ME OR UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION AS CALCULATED FROM LATITUDES AND DEPARTURES IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK _____, PAGE _____; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL

THIS _____ DAY OF _____ A.D., 2017.

CARLTON E. PARKER L-2980



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: December 11, 2017

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Harris Division Tract A Rezoning: Villa Grande Rezoning of newly proposed section.

Action Requested: Schedule Public Hearing for Rezoning.

Attachments: Rezoning Map, Rezoning Petition and Metes and Bounds.

Prepared By: Bryan Jones, Planning Director

Date: 11/30/2017

ABSTRACT ROUTING:

TC

FD

TM 12/5/2017

Final tlp - 12/5/2017

Supporting Documentation

Tract A Harris Division Rezoning: Potentially a future section of Villa Grande.

Location: Located north of Pocosin Road between Frog Level road and Red Forbes Road. West of the Villa Grande Subdivision. Part of parcel number 10262 that is in the process of being split for the purpose of this rezoning.

Size: 16.13 acres.

Zoned: Agricultural Residential

Proposed Zoning: R-10 Zoning District.

Annexation Process:

1st Council Meeting: Direct Town Clerk to Investigate the Sufficiency of the Annexation.

2nd Council Meeting: Schedule a Public Hearing for the Annexation.

3rd Council Meeting: Hold Public Hearing on the Annexation.

Budgetary Impact: TBD.

Recommendation: Schedule Public Hearing for January 2018 Meeting.



**REZONING APPLICATION
TOWN OF WINTERVILLE**

2571 Railroad Street
P O Box 1459
Winterville, NC 28590
Phone: (252) 756-2221

Staff Use Only
Appl. # _____

OWNERSHIP INFORMATION:

Applicant: Raymond C. Harris, Jr. & Carolyn B. Harris

Address: 684 Pocosin Road, Winterville, NC 28590

Phone #: 252-756-5251

Owner: Raymond C. Harris, Jr. & Carolyn B. Harris

Address: 684 Pocosin Road, Winterville, NC 28590

Phone #: 252-756-5251

PROPERTY INFORMATION

Parcel #: 10262 Area (square feet or acres): 16.13 acres

Current Land Use: Agriculture crop land

Location of Property: Off 2715 Raymond's Lane

ZONING REQUEST

Existing Zoning: A-R Requested Zoning: R-10

Reason for zoning change: To facilitate a quiet, medium density neighborhood for single family dwellings.

This property is will be an expansion of the existing Villa Grande Phase One, a single family residential development that is currently zoned R-10.

This application shall be accompanied by the following items:

- A map drawn to a scale of not less than 400 feet to the inch and not more than 20 feet to the inch showing the land covered by the proposed amendment;
- A legal description of the property;
- A list of the names and addresses of all owners of property involved in the map change and all adjoining property owners as shown on County tax records;
- A filing fee according to a regularly adopted Fee Schedule of the Town.

OWNER/AGENT STATEMENT

I, John G. Thomas, being the Agent, request that the attached rezoning request be placed on the agenda of the Planning and Zoning Board meeting scheduled for 12 / 18 / 2017.

I understand that failure to address any item in the zoning amendment application requirements of the zoning ordinance my result in the rezoning request not meeting the minimum submission requirements and will be returned to me for revision and resubmission at the next regular review cycle.

Signature: John G. Thomas

Date 11/14/2017

NOTE: AGENTS ACTING ON BEHALF OF THE PROPERTY OWNER MUST HAVE A NOTARIZED STATEMENT FROM THE PROPERTY OWNER GIVING THEM THE AUTHORITY TO ACT ON THE OWNER'S BEHALF.

We, Raymond C. Harris, Jr. and Carolyn B. Harris, being the Owners of the property described herein, do hereby authorize John G. Thomas as agent for the purpose of this application.

Signature: Raymond C. Harris, Jr.

Date 11-14-17

Signature: Carolyn B. Harris

Date 11-14-17

Sworn to and subscribed before me, this 14th day of November, 2017.

Notary Public



My Commission Expires:

1-21-2019

Exhibit "A"
Legal Description
Winterville, Pitt County, North Carolina

Beginning at a Point, said Point being the northwestern most corner of Tract 1 as shown on that certain plat entitled "Survey Shivers – Faulkner Division" dated June 10, 2015 as recorded in Book 79, Page 18 in the Pitt County Register of Deeds.

Thence, from said Point of Beginning, along and with the western property line of Tract 1, South 27 degrees 30 minutes 00 seconds West for a distance of 327.00 feet to a point;
Thence, South 03 degrees 20 minutes 00 seconds West for a distance of 134.00 feet to a point;
Thence, leaving the Tract 1 property line, South 03 degrees 20 minutes 00 seconds West for a distance of 568.43 feet to a point;
Thence, along and with Cabin Creek Branch, North 65 degrees 39 minutes 50 seconds West for a distance of 99.28 feet to a point;
Thence, North 65 degrees 52 minutes 24 seconds West for a distance of 106.83 feet to a point;
Thence, North 66 degrees 17 minutes 07 seconds West for a distance of 123.77 feet to a point;
Thence, North 86 degrees 32 minutes 31 seconds West for a distance of 70.14 feet to a point;
Thence, South 88 degrees 59 minutes 34 seconds West for a distance of 82.90 feet to a point;
Thence, North 76 degrees 56 minutes 09 seconds West for a distance of 48.88 feet to a point;
Thence, North 52 degrees 50 minutes 26 seconds West for a distance of 13.14 feet to a point;
Thence, leaving Cabin Creek Branch, North 07 degrees 36 minutes 35 seconds East for a distance of 203.15 feet to a point;
Thence, South 87 degrees 11 minutes 39 seconds West for a distance of 212.11 feet to a point;
Thence, North 28 degrees 54 minutes 19 seconds West for a distance of 12.83 feet to a point;
Thence, North 44 degrees 25 minutes 07 seconds West for a distance of 39.17 feet to a point;
Thence, North 47 degrees 24 minutes 21 seconds West for a distance of 96.91 feet to a point;
Thence, North 46 degrees 09 minutes 21 seconds West for a distance of 46.81 feet to a point;
Thence, North 36 degrees 43 minutes 21 seconds West for a distance of 87.11 feet to a point;
Thence, North 37 degrees 55 minutes 42 seconds West for a distance of 212.67 feet to a point;
Thence, North 42 degrees 01 minutes 13 seconds West for a distance of 178.07 feet to a point;
Thence, North 84 degrees 15 minutes 00 seconds East for a distance of 1334.91 feet to the Point of Beginning;

Containing 16.13 acres, more or less.

Together with and subject to covenants, easements, and restrictions of record.

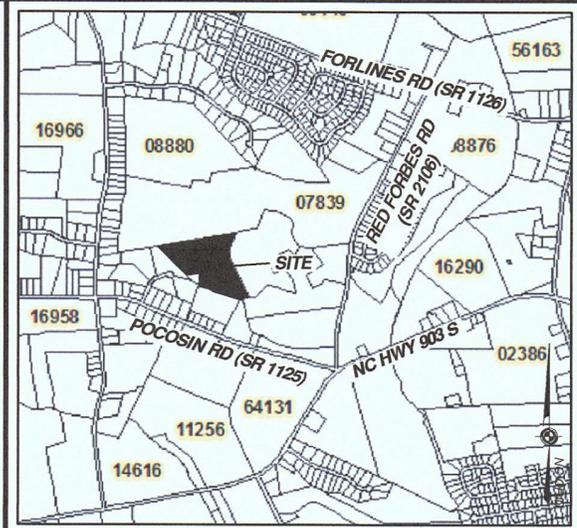
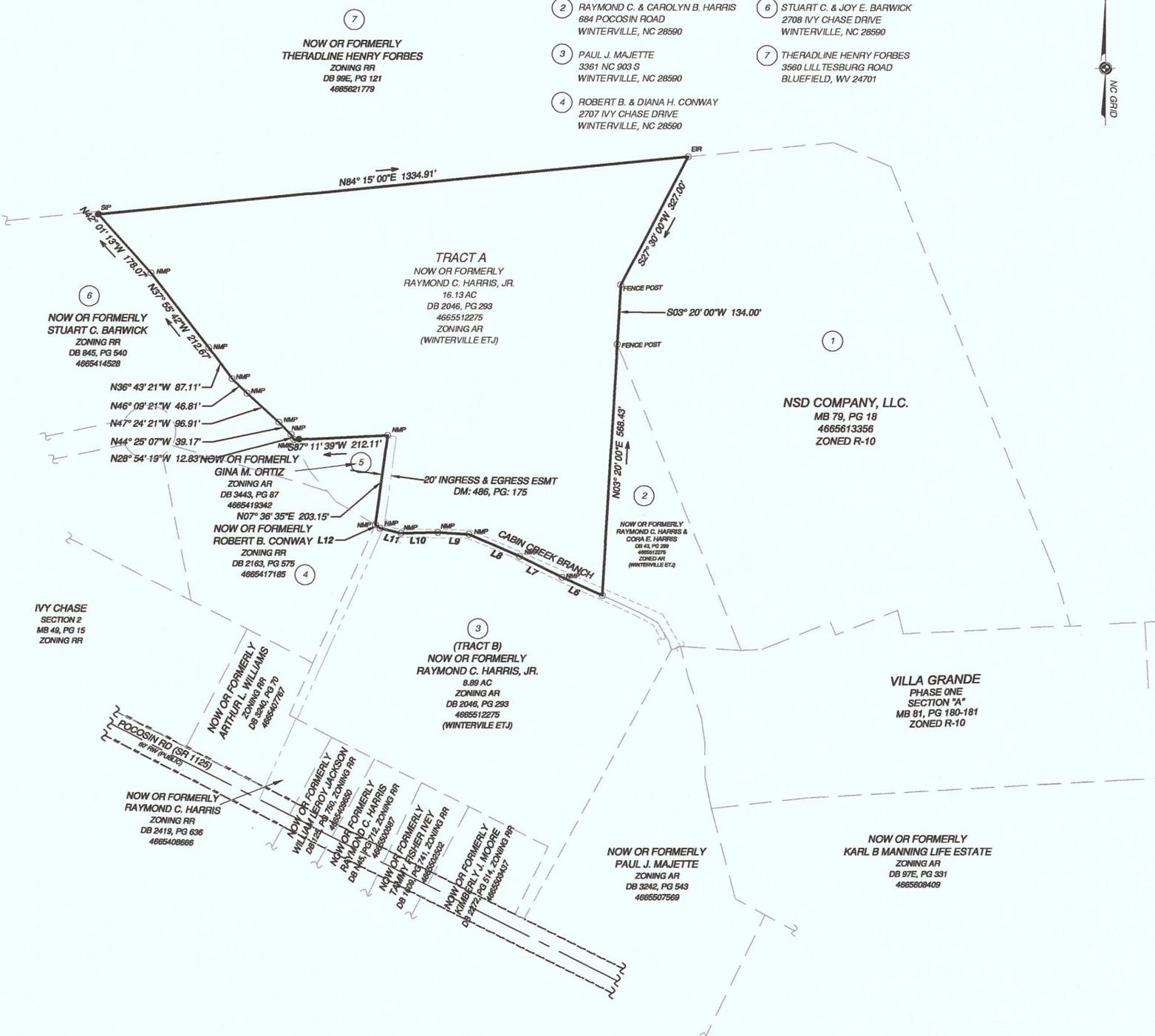
End of Legal Description

LINE DATA

L#	BEARING	DISTANCE
L6	N65° 39' 50"W	99.28'
L7	N63° 52' 24"W	106.83'
L8	N66° 17' 07"W	123.77'
L9	N66° 32' 31"W	70.14'
L10	S86° 59' 34"W	82.90'
L11	N76° 56' 09"W	48.88'
L12	N52° 50' 26"W	13.14'

PROPERTY OWNERS ADDRESSES WITHIN 100 FEET OF PROPERTY

- 1 NSD COMPANT, INC.
P.O. BOX 7122
JACKSONVILLE, NC 28541
- 2 RAYMOND C. & CAROLYN B. HARRIS
684 POCOSIN ROAD
WINTERVILLE, NC 28590
- 3 PAUL J. MAJETTE
3361 NC 903 S
WINTERVILLE, NC 28590
- 4 ROBERT B. & DIANA H. CONWAY
2707 IVY CHASE DRIVE
WINTERVILLE, NC 28590
- 5 GINA M. ORTIZ
2716 RAYMONDS LANE
WINTERVILLE, NC 28590
- 6 STUART C. & JOY E. BARWICK
2708 IVY CHASE DRIVE
WINTERVILLE, NC 28590
- 7 THERADLINE HENRY FORBES
3560 LILLETBURG ROAD
BLUEFIELD, WV 24701



Physical Address: 1316-B Commerce Drive, New Bern, NC 28562
Mailing Address: P.O. Box 1309, New Bern, NC 28563
www.ThomasEngineeringPA.com
Office: 252.637.2727 Fax: 252.636.2448

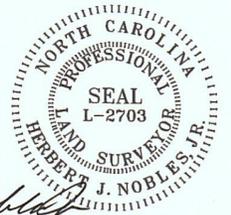
THOMAS ENGINEERING, PA est 1983
civil engineering • land surveying • project management

CERTIFICATE OF SURVEY AND ACCURACY
I, HERBERT J. NOBLES, JR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY ME BEING A PORTION OF A TRACT DESCRIBED IN DEED BOOK 2046, PAGE 293 RECORDED IN THE OFFICE OF THE PITT COUNTY REGISTER OF DEEDS; AND THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1: 10,000; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLATTED FROM INFORMATION FOUND IN DEED BOOK 2007E, PAGE 800; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S.47-30 AS AMENDED.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL, THIS 13th DAY OF NOVEMBER, A.D. 2017.

THIS SURVEY DOES NOT CREATE A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATED PARCELS OF LAND.

HERBERT J. NOBLES, JR.
LAND SURVEYOR
REGISTRATION NUMBER
L-2703



TYPICAL ELEMENT SYMBOLOLOGY

○ EIP	EXISTING IRON PIPE	HYD	FIRE HYDRANT
○ EIR	EXISTING IRON ROD	WM	WATER METER
● SIP	SET/NEW IRON PIPE	WV	WATER VALVE
△ EMAG	EXISTING 'MAG' NAIL	SMH	SEWER MANHOLE
▲ SMAG	SET/NEW 'MAG' NAIL	SC	SEWER CLEAN-OUT
△ EPK	EXISTING 'PK' NAIL	SV	SEWER VALVE
▲ SPK	SET/NEW 'PK' NAIL	AD	AREA DRAIN
□ ECM	EXISTING CONCRETE MONUMENT	CB	CATCH BASIN
■ SCM	SET/NEW CONCRETE MONUMENT	GV/GM	GAS VALVE/MARKER
■ CC	CONTROL CORNER	P	UTILITY POLE
■ NMP	NON-MONUMENTED POINT	PED	UTILITY PEDESTAL
(T)	TOTAL DISTANCE	OHU	OVERHEAD UTILITIES
TIE	TIE LINE	TBR	TO BE REMOVED
R/W	RIGHT OF WAY	SQFT	SQUARE FEET
CL	CENTERLINE	AC	ACRES
PL	PROPERTY LINE	L#	LINE TABLE
MBL	MINIMUM BUILDING LINE	C#	CURVE TABLE
DBUE	DRAINAGE & UTILITY EASEMENT	△	10' x 70' SKIOT TRIANGLE
ESMT	EASEMENT	OS	DENOTES LOT W/ OFFSITE SEPTIC AREA
CDS	CUL-DE-SAC		

GENERAL NOTES

- ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS, NO GRID FACTORS APPLIED.
- DEED REFERENCES: DEED BOOK 2046, PAGE 293.
- PARCEL ID# 4665512275
- ALL PROPOSED CORNERS ARE TO BE MARKED WITH IRON PIPES.

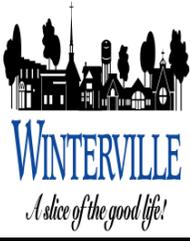
REZONING MAP

TRACT A HARRIS DIVISION

TOWN OF WINTERVILLE PITT COUNTY NORTH CAROLINA

CURRENT OWNER
RAYMOND C. JR. & CAROLYN B. HARRIS
684 POCOSIN ROAD
WINTERVILLE, NORTH CAROLINA 28590

SCALE: 1" = 200' DATE: 11/13/2017
PROJECT #: 2015_004 SHEET: 1 of 1



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: December 11, 2017

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Harris Division Tract A Annexation: Villa Grande Annexation of newly proposed section. Annexation Contingent on approval of rezoning and preliminary plat.

Action Requested: Approve Resolution to Direct Acting Town Clerk Investigate Sufficiency of the Annexation.

Attachments: Annexation Map, Annexation Petition and Metes and Bounds.

Prepared By: Bryan Jones, Planning Director

Date: 11/29/2017

ABSTRACT ROUTING:

TC

FD

TM 12/5/2017

Final tlp – 12/5/2017

Supporting Documentation

Tract A Harris Division Annexation:

*Annexation is contingent upon the approval of the rezoning and the newly proposed Villa Grande Preliminary Plat. The annexation is to be withdrawn if the rezoning or preliminary plat is denied.

Location: Located north of Pocosin Road between Frog Level road and Red Forbes Road. West of the Villa Grande Subdivision. Part of parcel number 10262 that is in the process of being split for the purpose of this rezoning.

Size: 16.13 acres.

Zoned: Agricultural Residential- A rezoning petition has been filed for an R-10 Zoning District.

Annexation Process:

1st Council Meeting: Direct Town Clerk to Investigate the Sufficiency of the Annexation.

2nd Council Meeting: Schedule a Public Hearing for the Annexation.

3rd Council Meeting: Hold Public Hearing on the Annexation.

Budgetary Impact: TBD.

Recommendation: Direct Town Clerk Investigate Sufficiency of Annexation.

**RESOLUTION DIRECTION THE ACTING TOWN CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER NCGS 160A-31**

Harris Division Tract A – Villa Grande Phase 2

WHEREAS, a petition requesting annexation of an area described in said petition was received on November 14, 2017 by the Town Council; and

WHEREAS, NCGS 160A-31 provides that the sufficiency of the petition shall be investigated by the Acting Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Winterville seems it advisable to proceed in response to this request for annexation.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Winterville that:

The Acting Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Town Council the result of her investigation.

Adopted this the 11th day of December, 2017.

Douglas A. Jackson, Mayor

ATTEST:

Amy P. Barrow, Acting Town Clerk

PETITION REQUESTING A ~~NON~~-CONTIGUOUS ANNEXATION

Date: 11/14/2017

To the Mayor and Town Council of the Town of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in Paragraph 2 below be annexed to the Town of Winterville.

2. The area to be annexed is ~~non~~-contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

See attached Exhibit "A".

Name: Raymond C. Harris, Jr.

Address: 684 Pocosin Road
Winterville, NC 28590

By: Raymond C. Harris, Jr. Title: Owner

Signature Raymond C. Harris, Jr.

Name: Carolyn B. Harris

Address: 684 Pocosin Road
Winterville, NC 28590

By: _____ Title: Owner

Signature Carolyn B. Harris

Exhibit "A"
Legal Description
Winterville, Pitt County, North Carolina

Beginning at a Point, said Point being the northwestern most corner of Tract 1 as shown on that certain plat entitled "Survey Shivers – Faulkner Division" dated June 10, 2015 as recorded in Book 79, Page 18 in the Pitt County Register of Deeds.

Thence, from said Point of Beginning, along and with the western property line of Tract 1, South 27 degrees 30 minutes 00 seconds West for a distance of 327.00 feet to a point;
Thence, South 03 degrees 20 minutes 00 seconds West for a distance of 134.00 feet to a point;
Thence, leaving the Tract 1 property line, South 03 degrees 20 minutes 00 seconds West for a distance of 568.43 feet to a point;
Thence, along and with Cabin Creek Branch, North 65 degrees 39 minutes 50 seconds West for a distance of 99.28 feet to a point;
Thence, North 65 degrees 52 minutes 24 seconds West for a distance of 106.83 feet to a point;
Thence, North 66 degrees 17 minutes 07 seconds West for a distance of 123.77 feet to a point;
Thence, North 86 degrees 32 minutes 31 seconds West for a distance of 70.14 feet to a point;
Thence, South 88 degrees 59 minutes 34 seconds West for a distance of 82.90 feet to a point;
Thence, North 76 degrees 56 minutes 09 seconds West for a distance of 48.88 feet to a point;
Thence, North 52 degrees 50 minutes 26 seconds West for a distance of 13.14 feet to a point;
Thence, leaving Cabin Creek Branch, North 07 degrees 36 minutes 35 seconds East for a distance of 203.15 feet to a point;
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Thence, North 46 degrees 09 minutes 21 seconds West for a distance of 46.81 feet to a point;
Thence, North 36 degrees 43 minutes 21 seconds West for a distance of 87.11 feet to a point;
Thence, North 37 degrees 55 minutes 42 seconds West for a distance of 212.67 feet to a point;
Thence, North 42 degrees 01 minutes 13 seconds West for a distance of 178.07 feet to a point;
Thence, North 84 degrees 15 minutes 00 seconds East for a distance of 1334.91 feet to the Point of Beginning;

Containing 16.13 acres, more or less.

Together with and subject to covenants, easements, and restrictions of record.

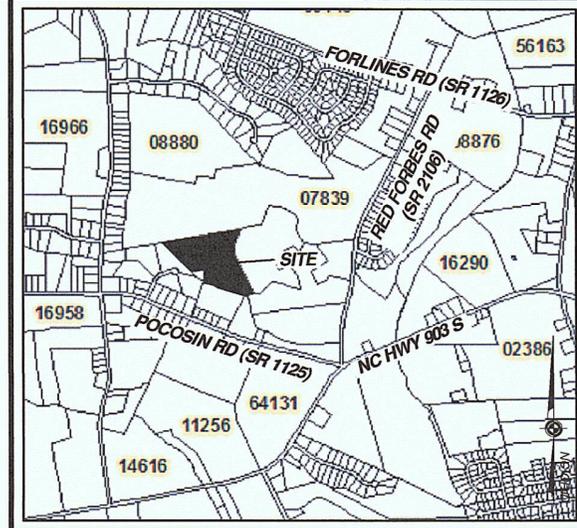
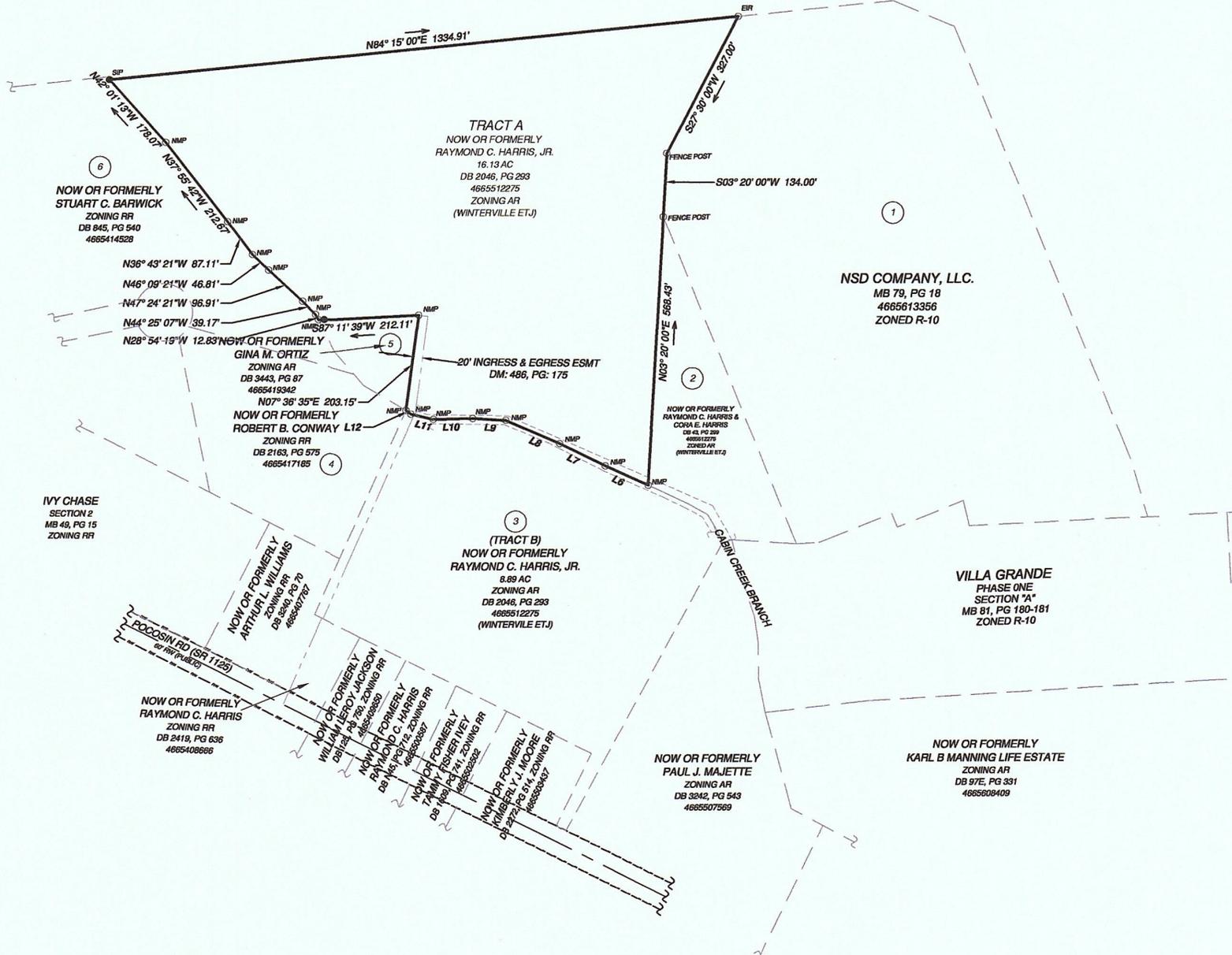
End of Legal Description

LINE DATA

L#	BEARING	DISTANCE
L6	N65° 35' 50"W	99.28'
L7	N63° 52' 24"W	106.83'
L8	N66° 17' 07"W	123.77'
L9	N86° 32' 31"W	70.14'
L10	S88° 59' 34"W	82.90'
L11	N76° 56' 09"W	48.88'
L12	N52° 50' 28"W	13.14'

PROPERTY OWNERS ADDRESSES WITHIN 100 FEET OF PROPERTY

- 1 NSD COMPANT, INC.
P.O. BOX 7122
JACKSONVILLE, NC NC 28541
- 2 RAYMOND C. & CAROLYN B. HARRIS
684 POCOSIN ROAD
WINTERVILLE, NC 28590
- 3 PAUL J. MAJETTE
3361 NC 903 S
WINTERVILLE, NC 28590
- 4 ROBERT B. & DIANA H. CONWAY
2707 IVY CHASE DRIVE
WINTERVILLE, NC 28590
- 5 GINA M. ORTIZ
2716 RAYMONDS LANE
WINTERVILLE, NC 28590
- 6 STUART C. & JOY E. BARWICK
2708 IVY CHASE DRIVE
WINTERVILLE, NC 28590
- 7 THERADLINE HENRY FORBES
3560 LILLETESBURG ROAD
BLUEFIELD, WV 24701

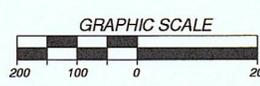


VICINITY MAP

- GENERAL NOTES**
- ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS, NO GRID FACTORS APPLIED.
 - DEED REFERENCES: DEED BOOK 2046, PAGE 293.
 - PARCEL ID# 4665512275
 - ALL PROPOSED CORNERS ARE TO BE MARKED WITH IRON PIPES.

ACCEPTED FOR THE TOWN OF WINTERVILLE

MAYOR _____
 ORDINANCE NO: _____
 EFFECTIVE DATE: _____



Physical Address: 1316-B Commerce Drive, New Bern, NC 28562
 Mailing Address: P.O. Box 1309, New Bern, NC 28563
 www.ThomasEngineeringPA.com
 Office: 252.637.2727 Fax: 252.636.2448

THOMAS ENGINEERING, PA est 1983
 civil engineering • land surveying • project management

CERTIFICATE OF SURVEY AND ACCURACY

I, HERBERT J. NOBLES, JR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY ME BEING A PORTION OF A TRACT DESCRIBED IN DEED BOOK 2046, PAGE 293, RECORDED IN THE OFFICE OF THE PITT COUNTY REGISTER OF DEEDS; AND THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1: 10,000; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLATTED FROM INFORMATION FOUND IN DEED BOO 2007E, PAGE 600; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S.47-30 AS AMENDED.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL, THIS 19th DAY OF NOVEMBER, A.D. 2017.

THIS SURVEY DOES NOT CREATE A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATED PARCELS OF LAND.



L-2703
 REGISTRATION NUMBER

TYPICAL ELEMENT SYMBOLOLOGY

○ EIP	EXISTING IRON PIPE	HYD	FIRE HYDRANT
○ EIR	EXISTING IRON ROD	WM	WATER METER
○ SIP	SET/NEW IRON PIPE	WV	WATER VALVE
△ EMAG	EXISTING 'MAG' NAIL	SMH	SEWER MANHOLE
△ SMAG	SET/NEW 'MAG' NAIL	SC	SEWER CLEAN-OUT
△ EPK	EXISTING 'PK' NAIL	SV	SEWER VALVE
△ SPK	SET/NEW 'PK' NAIL	AD	AREA DRAIN
□ ECM	EXISTING CONCRETE MONUMENT	CB	CATCH BASIN
□ SCM	SET/NEW CONCRETE MONUMENT	GV/GM	GAS VALVE/MARKER
■ CC	CONTROL CORNER	P	UTILITY POLE
■ NMP	NON-MONUMENTED POINT	PED	UTILITY PEDESTAL
(T)	TOTAL DISTANCE	OHU	OVERHEAD UTILITIES
TIE	TIE LINE	TBR	TO BE REMOVED
R/W	RIGHT OF WAY	SQFT	SQUARE FEET
CL	CENTERLINE	AC	ACRES
PL	PROPERTY LINE	L#	LINE TABLE
MBL	MINIMUM BUILDING LINE	CH	CURVE TABLE
D&UE	DRAINAGE & UTILITY EASEMENT	10' x 70' SIGHT TRIANGLE	10' x 70' SIGHT TRIANGLE
ESMT	EASEMENT	OS	OFFSITE SEPTIC AREA
CDS	CUL-DE-SAC		

**STATE OF NORTH CAROLINA
 PITT COUNTY**

I, _____, REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 DATE: / / REVIEW OFFICER _____

**CERTIFICATION OF REGISTRATION BY REGISTER OF DEEDS
 PITT COUNTY NORTH CAROLINA**

FILED FOR REGISTRATION THIS _____ DAY OF _____, 2017 A.D.
 AT _____ (AM/PM) AND DULY RECORDED IN PLAT CABINET _____
 SLIDE(S) _____, AND BOOK _____, PAGE _____
 REGISTER OF DEEDS _____

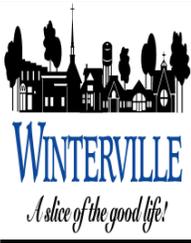
ANNEXATION MAP

**TRACT A
 HARRIS DIVISION**

TOWN OF WINTERVILLE PITT COUNTY NORTH CAROLINA

CURRENT OWNER
 RAYMOND C. JR. & CAROLYN B. HARRIS
 684 POCOSIN ROAD
 WINTERVILLE, NORTH CAROLINA 28590

SCALE: 1" = 200' DATE: 11/13/2017
 PROJECT #: 2015_004 SHEET: 1 of 1



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: December 11, 2017

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Happy Trail Farms, LLC Property Rezoning.

Action Requested: Schedule Public Hearing January.

Attachments: Rezoning Map, Subdivision Map, Rezoning Application & Conditional Use District Application.

Prepared By: Bryan Jones, Planning Director

Date: 11/29/2017

ABSTRACT ROUTING:

TC

FD

TM 12/5/2017

Final tlp – 12/5/2017

Supporting Documentation

Happy Trail Farms, LLC Rezoning:

Location: Parcel # 07840, 24482 & 07841; Located on the east side of Church Street Extension- south of Laurie Ellis Rd.

Current Zoning: R-12.5 (Parcel #24482) and Agriculture Residential (Parcel #07840 & Parcel #07841)

Size: 27.407 Acres.

Proposed Zoning: R-12.5 CUD

Requested Conditions:

- Heated area of houses will be 1,800 sf or greater.

All other zoning regulations will be in accordance to an R-12.5 Zoning District.

*P&Z recommended approval of the rezoning at their November Meeting.

Budgetary Impact: TBD.

Recommendation: Schedule Public Hearing for Rezoning for January, 2018 Meeting.



**REZONING APPLICATION
TOWN OF WINTERVILLE**

2571 Railroad Steet
P O Box 1459
Winterville, NC 28590
Phone: (252) 756-2221

Staff Use Only
Appl. # _____

OWNERSHIP INFORMATION:

Applicant: Baldwin Design Consultants, PA

Address: 1700-D East Arlington Blvd, Greenville, NC 27858

Phone #: 252-756-1390

Owner: Happy Trail Farms, LLC

Address: P.O. Box 1863, Greenville, NC 27835

Phone #: 252-916-9028

PROPERTY INFORMATION

Parcel #: 24482, 07840 and 07841 Area (square feet or acres): 27.408

Current Land Use: Vacant

Location of Property: Off the western right-of-way of Church Street

ZONING REQUEST

Existing Zoning: AR and R-12.5 Requested Zoning: R-12.5 CUD

Reason for zoning change: Proposed zoning change would allow property to be developed in harmony with surrounding uses.

This application shall be accompanied by the following items:

- A map drawn to a scale of not less than 400 feet to the inch and not more than 20 feet to the inch showing the land covered by the proposed amendment;
- A legal description of the property;
- A list of the names and addresses of all owners of property involved in the map change and all adjoining property owners as shown on County tax records;
- A filing fee according to a regularly adopted Fee Schedule of the Town.

OWNER/AGENT STATEMENT

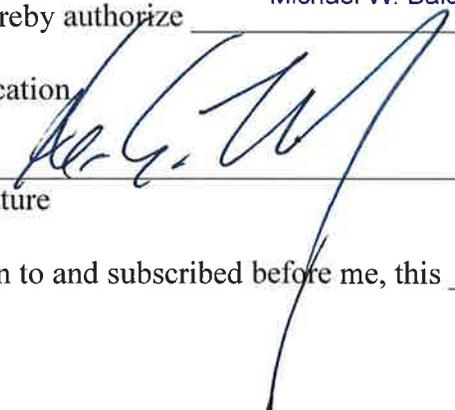
I, Michael W. Baldwin, being the Owner or Agent (if Agent, complete section below) request that the attached rezoning request be placed on the agenda of the Planning and Zoning Board meeting scheduled for 11 / 20 / 17.

I understand that failure to address any item in the zoning amendment application requirements of the zoning ordinance my result in the rezoning request not meeting the minimum submission requirements and will be returned to me for revision and resubmission at the next regular review cycle.

Signature 10/18/17
Date

NOTE: AGENTS ACTING ON BEHALF OF THE PROPERTY OWNER MUST HAVE A NOTARIZED STATEMENT FROM THE PROPERTY OWNER GIVING THEM THE AUTHORITY TO ACT ON THE OWNER'S BEHALF.

I, H. E. Whichard, Jr., being the Owner of the property described herein, do hereby authorize Michael W. Baldwin as agent for the purpose of this

application. 

Signature 10/18/17
Date

Sworn to and subscribed before me, this 18th day of October, 2017.

Notary Public

My Commission Expires:

03/28/2019

Staff Use Only

Appl. #: _____ Fee Amount _____ Date Paid _____

Planning Board Recommendation: APPROVED Meeting Date: _____
DENIED

Conditions/Comments: _____

Board of Aldermen Decision: APPROVED Meeting Date: _____
DENIED

Conditions/Comments: _____

**TOWN OF WINTERVILLE
APPLICATION FOR A CONDITIONAL USE DISTRICT
CONDITIONAL USE PERMIT**

Date Submitted: 10/18/17

To The Mayor and Board of Aldermen:

The undersigned respectfully requests that the Board of Aldermen, pursuant to Section 13.7 of the Zoning Ordinance, authorize the issuance of a Conditional Use Permit for the following use(s) subject to the following conditions:

USE(S):

Single Family Residential

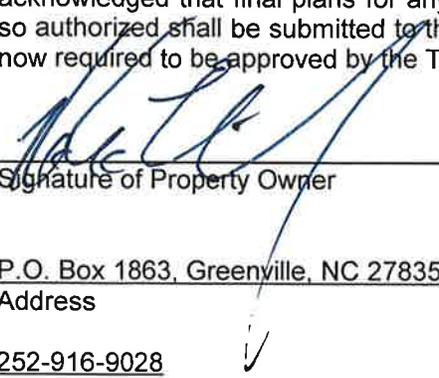
CONDITION(S):

- Heated area of houses will be 1800 sf or greater.

The property is located at NCSR 1714 (Church Street Extension). It is further described as Pitt County Tax Parcel No. 24482, 07840 and 07841

The property is owned by Happy Trail Farms, LLC as shown on the attached map.

An application has been duly filed requesting that the property involved in this application be rezoned from R-12.5 and AR to R-12.5 CUD. It is understood and acknowledged that if the property is rezoned as requested and the Conditional Use Permit authorized, the property involved in this request will be perpetually bound to the use(s) authorized and subject to such condition(s) as imposed, unless subsequently changed or amended as provided for in the Zoning Ordinance. It is further understood and acknowledged that final plans for any development to be made pursuant to such Conditional Use Permit so authorized shall be submitted to the Town for review in the same manner as other Development Plans now required to be approved by the Town.



Signature of Property Owner

Signature of Property Owner

P.O. Box 1863, Greenville, NC 27835
Address

252-916-9028
Telephone #

Application No. _____

**LEGAL DESCRIPTION OF PROPERTY
TO BE REZONED FROM AR TO R-12.5 CUD
HAPPY TRAIL FARMS, LLC PROPERTY
TRACT 1
WINTERVILLE TOWNSHIP, PITT, NC
OCTOBER 12, 2017**

Beginning at a point on the southern line of the Karl Wesley McLawhorn, etal property as described in Deed Book 55, Page 195 of the Pitt County Register of Deeds, said point begin located S 02°39'01" W 1342.61 and S 68°27'22" E 225.12' from a P.K. Nail located at the centerline intersection of NCSR 1714 (Church Street) and NCSR 1713 (Laurie Ellis Road). From the above described beginning, so located, running thence as follows:

S 68°27'22" E 716.69', thence S 68°21'25" W 399.62', thence N 50°07'50" W 125.12', thence N 50°07'50" W 168.88', thence N 41°19'20" W 191.81', thence N 36°12'10" E 96.72' to the point of beginning containing 2.883 acres and being a portion of the property described in Deed Book 3192, Page 406 of the Pitt County Register of Deeds.

**LEGAL DESCRIPTION OF PROPERTY
TO BE REZONED FROM AR TO R-12.5 CUD
HAPPY TRAIL FARMS, LLC PROPERTY
TRACT 2
WINTERVILLE TOWNSHIP, PITT, NC
OCTOBER 12, 2017**

Beginning at a point on the northern line of the Chapel Hill Foundation Real Estate Holdings, Inc. Property as described in Deed Book 3348, Page 378 of the Pitt County Register of Deeds, said point being located N 70°47'57" W 520.91' from a point on the eastern right-of-way of NCSR 1714 (Church Street Extension) said point being the northwestern corner of the Town of Winterville Property as described in Deed Book 44, Page 390 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

N 06°26'31" W 33.58', thence N 83°56'23" E 527.00', thence S 19°31'01" E 148.09', thence N 75°01'44" E 182.84', thence N 20°44'45" W 438.87', thence N 69°51'33" E 516.79', thence S 06°33'04" W 928.93', thence N 70°47'57" W 1027.30' to the point of beginning containing 8.914 acres and being a portion of the property described in Deed Book 3192, Page 406 of the Pitt County Register of Deeds.

**LEGAL DESCRIPTION OF PROPERTY
TO BE REZONED FROM R-12.5 TO R-12.5 CUD
HAPPY TRAIL FARMS, LLC
TRACT 3
WINTERVILLE TOWNSHIP, PITT, NC
OCTOBER 18, 2017**

Beginning at a point on the curved eastern right-of-way of NCSR 1714 (Church Street Extension) said point being the northwestern corner of the Town of Winterville Property as described in Deed Book 44, Page 390 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

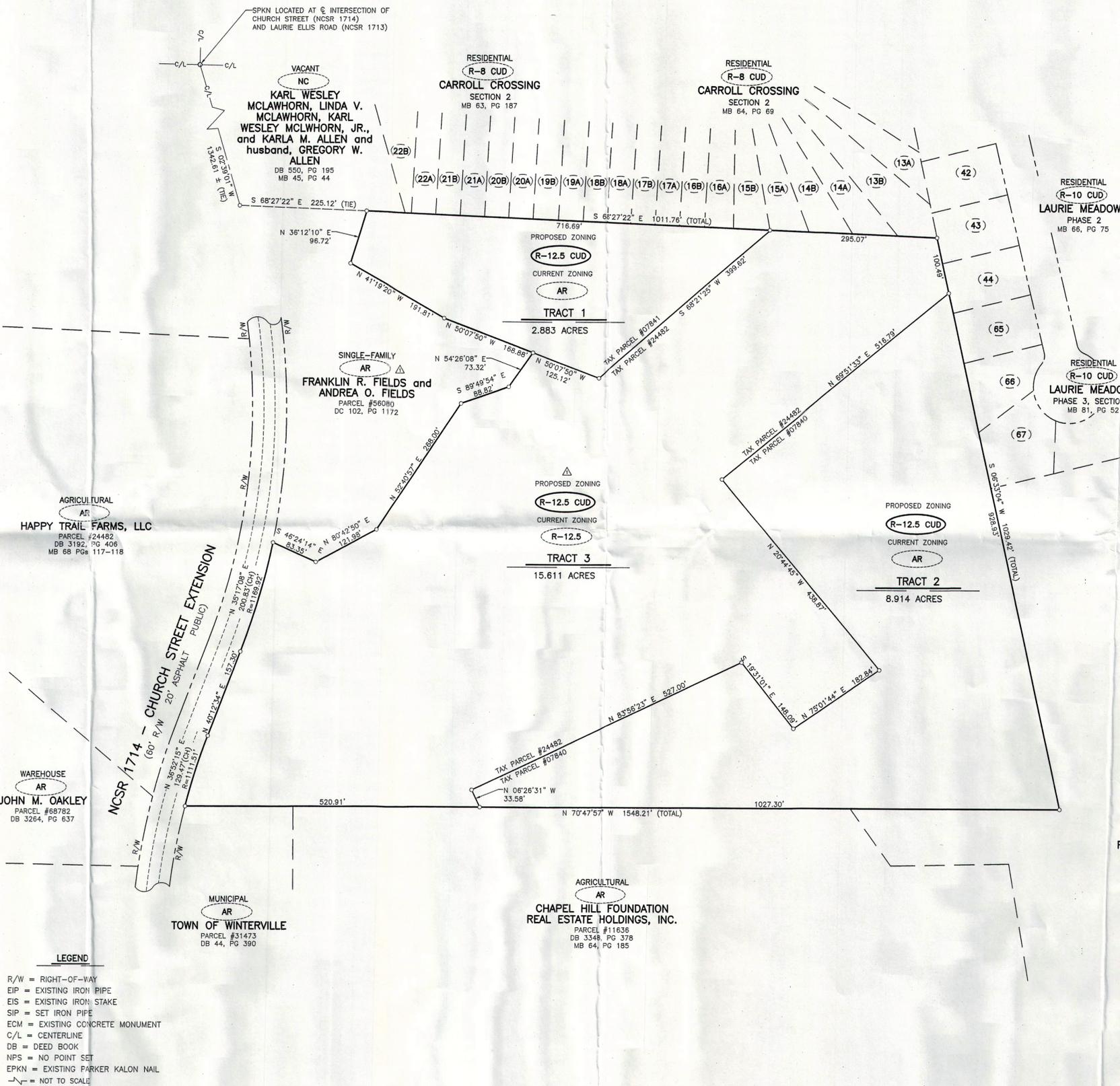
With the curved eastern right-of-way of NCSR 1714 (Church Street Extension) a curve to the right having a radius of 1111.51' and a chord bearing N 36°52'10" E 129.47' to the point of tangency, thence N 40°12'34" E 157.30' to the point of curvature, thence with a curve to the left having a radius of 1169.92' and a chord bearing N 35°17'08" E 200.83', thence leaving the eastern right-of-way of NCSR 1714 (Church Street Extension), S 46°24'14" E 83.35', thence N 80°42'50" E 121.98', thence N 52°40'57" E 268.00', thence S 89°49'54" E 88.82', thence N 54°26'08" E 73.32', thence S 50°07'50" E 125.12', thence N 68°21'25" E 399.62', thence S 68°27'22" E 295.07', thence S 06°33'04" W 100.49', thence S 69°51'33" W 516.79', thence S 20°44'45" E 438.87', thence S 75°01'44" W 182.84', thence N 19°31'01" W 148.09', thence S 83°56'23" W 527.00', thence S 06°26'31" E 33.58', thence N 70°47'57" W 520.91' to the point of beginning containing 15.611 acres.

**PROPERTY OWNERS ADDRESSES
WITHIN 100 FEET OF PROPERTY**

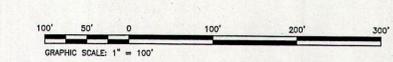
- (22B) KEITH HAIGHT and wife
DIANA HAIGHT
226 JEREMY LANE, UNIT B
WINTERVILLE, NC 28590
- (22A) LINDA V. MCLAWHORN
2351 OLD CREEK ROAD
GREENVILLE, NC 27834
- (21B) CARMEN ARGUDIN
238 JEREMY LANE, UNIT B
WINTERVILLE, NC 28590
- (21A) BRIAN JOHN RAVN
622 EDENBROOK DRIVE
WINTERVILLE, NC 28590
- (20B) JOHN N. POTTER and wife
LAURA L. POTTER
1602 SOUTH OAK LANE
WINTERVILLE, NC 28590
- (20A) CYNTHIA FAYE SPIVEY
244 JEREMY LANE, UNIT A
WINTERVILLE, NC 28590
- (19B) DORENDA K. BRYANT and husband
ANDRE D. BRYANT
252 JEREMY LANE, UNIT B
WINTERVILLE, NC 28590
- (19A) MARIE ANDERSON
252 JEREMY LANE, UNIT A
WINTERVILLE, NC 28590
- (18B) ERIC BRIDGERS and wife
CHERYL BYRD BRIDGERS
258 JEREMY LANE, UNIT B
WINTERVILLE, NC 28590
- (18A) COREY TODD BROWN
2216 SORREL LANE
WINTERVILLE, NC 28590
- (17B) JUANA FLOYD
266 JEREMY LANE, UNIT B
WINTERVILLE, NC 28590
- (17A) ANA KATELYN BARNES
266 JEREMY LANE, UNIT A
WINTERVILLE, NC 28590
- (16B) MELANIE J. GUTHRIE
272 JEREMY LANE, UNIT B
WINTERVILLE, NC 28590
- (16A) DEBORAH H. EBON
272 JEREMY LANE, UNIT A
WINTERVILLE, NC 28590
- (15B) AARON B. DRAKE
700 CHARLIE BRASWELL ROAD
GOLDSBORO, NC 27530
- (15A) JUSTIN TYLER WHICHARD
278 JEREMY LANE, UNIT A
WINTERVILLE, NC 28590
- (14B) (14A) KRISTIN C. PEREZ
282 JEREMY LANE, UNIT A
WINTERVILLE, NC 28590
- (13B) KIMBER LEGGITT
286 JEREMY LANE, UNIT B
WINTERVILLE, NC 28590
- (13A) KIMBERLY RENEE WASULA and husband
ERIC WASULA
28651 NC 308 SOUTH
ARAPAHOE, NC 28510
- (42) KUHN PROPERTIES, LLC
4226 DUNHAGEN ROAD
GREENVILLE, NC 27858
- (43) JAMES T. RICKS and wife
SUSAN CLARK RICKS
2976 FOX GLOVE DRIVE
WINTERVILLE, NC 28590
- (44) BRIAN W. DACEY and wife
EILEEN M. BRUNE
2982 FOX GLOVE DRIVE
WINTERVILLE, NC 28590
- (66) (65) NOLAN COMMERCIAL CONTRACTORS, INC.
PO BOX 7227
JACKSONVILLE, NC 28540
- (67) DMS CONSTRUCTION, INC.
PO BOX 7227
JACKSONVILLE, NC 28540
- CHAPEL HILL FOUNDATION
REAL ESTATE HOLDINGS, INC.
PO BOX 21847
GREENSBORO, NC 27420
- TOWN OF WINTERVILLE
PO BOX 1459
WINTERVILLE, NC 28590
- JOHN M. OAKLEY
434 SECOND STREET
AYDEN, NC 28513
- HAPPY TRAIL FARMS, LLC
PO BOX 1863
GREENVILLE, NC 27835
- FRANKLIN R. FIELDS and
ANDREA O. FIELDS
2347 CHURCH STREET EXT.
WINTERVILLE, NC 28590
- KARL WESLEY MCLAWHORN,
LINDA V. MCLAWHORN,
KARL WESLEY MCLAWHORN, JR.,
and KARLA M. ALLEN and husband
GREGORY W. ALLEN
5111 OLD TAR ROAD
WINTERVILLE, NC 28590

NOTES

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. REFERENCE: MAP BOOK 66, PAGE 188 OF THE PITT COUNTY REGISTER OF DEEDS.



TOTAL AREA TO BE REZONED: 27.408 ACRES



REVISD: 10-18-17 (CLIENT COMMENTS)(MAH)
REVISD TOTAL AREA TO BE REZONED
REVISD ADJOINING ZONING
ADDED TRACT 3

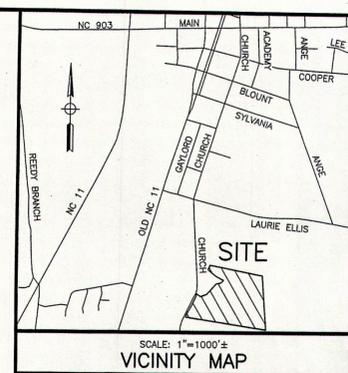


SHEET 1 OF 1
REZONING MAP

HAPPY TRAIL FARMS, LLC
REFERENCE: DEED BOOK 3192, PAGE 406 OF THE
PITT COUNTY REGISTER OF DEEDS
WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.
OWNER: HAPPY TRAIL FARMS, LLC
ADDRESS: P.O. BOX 1863
GREENVILLE, NC 27835
PHONE: 252-916-9028

Baldwin Design Consultants, PA ENGINEERING - SURVEYING - PLANNING 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858 292.756.1390	SURVEYED: N/A DRAWN: MAH CHECKED: MWB	APPROVED: MWB DATE: 10/16/2017 SCALE: 1" = 100'
---	---	---

CLOSURE CHECK BOUNDARY	
CHECKED: MAH	DATE: 06/19/2017



Y:\DRAWINGS\2015 Drawings\15-117 CHURCH ST EXT SUBDIVISION\REZONING MAP2.dwg Tue, Oct 17, 2017 5:14pm MHERLEON



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: December 11, 2017

Presenter: Robert Sutton, Electric Director

Item to be Considered

Subject: Award of Contract for Town Hall HVAC Unit Replacements.

Action Requested: Award Contract/Issue Notice to Proceed to Low Bidder (ENECO East, LLC.)

Attachments: Bid Tabulation for HVAC Replacement.

Prepared By: Robert Sutton, Electric Director

Date: 12/4/2017

ABSTRACT ROUTING:

TC

FD

TM 12/5/2017

Final 12/5/2017

Supporting Documentation

The FY 2017/2018 Public Buildings Budget contains \$42,000 for the replacement of the 20+ year old HVAC units that control heating and cooling for the Town Hall. A pre-bid walk-thru with interested bidders was conducted on November 13, 2017. During this walk-thru, potential bidders were given a specification for the project and any questions regarding the project were answered. Follow up questions were accepted through November 27, 2017, and all interested parties were copied on both the questions and the Town's response. Only one (1) question was submitted post walk-thru.

The bid tabulation is attached.

Budgetary Impact: The FY 17-18 Budget allocated \$42,000 for the HVAC replacement project. The apparent low bid is \$33,785.

Recommendation: Directive to Staff to award contract to and issue notice to proceed to ENECO East, LLC for the Town Hall HVAC replacement project per the specifications and subsequent bid submitted.

TOWN OF WINTERVILLE
WINTERVILLE, NORTH CAROLINA
BID PROPOSALS FOR TOWN HALL HVAC REPLACEMENT
BID TABULATION DECEMBER 4, 2017

VENDOR	ADDRESS	BID
ENECO EAST, LLC	103 STATON COURT, GREENVILLE, NC	\$33,785.00
ALLRED MECHANICAL SERVICES, INC	3714 FLUELLEN DR, ROCKY MOUNT, NC	\$34,800.00
DELCOR, INC	834 RIVIT STREET, GREENVILLE, NC	\$40,650.00



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: September 11, 2017

Presenter: Ben Williams, Assistant Town
Manager and Keen Lassiter, Town Attorney

Item to be Considered

Subject: Discussion and Approval of Transmission Agreement with Greenville Utilities Commission (GUC).

Action Requested: Approval of DRAFT Agreement Subject to Town Attorney's Approval.

Attachments: Copy of DRAFT Transmission Agreement.

Prepared By: Terri L. Parker, Town Manager

Date: 12/5/2017

ABSTRACT ROUTING:

TC

FD

TM 12/5/2017

Final tlp - 12/5/2017

Supporting Documentation

Approval of Updated Transmission Agreement between the Town and Greenville Utilities Commission (GUC): Attached please find a copy of the DRAFT Transmission Agreement that reflects an effective date of January 1, 2018 when the Town's Power Purchase Agreement with NTE Carolinas begins.

As you will recall, the Transmission agreement outlines the "wheeling" charges that GUC will charge the Town of Winterville for delivering energy purchased or generated from NTE Carolinas to a specific point of delivery on the Winterville electric system.

The Town Attorney and Summit Utility Advisors have reviewed the document.

Budgetary Impact: Costs are outlined in the DRAFT Agreement.

Recommendation: Discuss and approve subject to the Town Attorney's approval.

TRANSMISSION AND DELIVERY SERVICES AGREEMENT

BETWEEN

GREENVILLE UTILITIES COMMISSION

AND

THE TOWN OF WINTERVILLE

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**TRANSMISSION AND DELIVERY SERVICES AGREEMENT
BETWEEN
GREENVILLE UTILITIES COMMISSION
AND
THE TOWN OF WINTERVILLE**

This **Transmission and Delivery Services Agreement** (“TDSA-II”) is made and entered into as of this _____ day of February, 2008, by and between the GREENVILLE UTILITIES COMMISSION (“GUC”) and the TOWN OF WINTERVILLE (“Winterville”), a municipal corporation organized pursuant to the laws of the State of North Carolina (hereinafter, “Parties”). GUC is an agency of the City of Greenville, North Carolina, a municipal corporation organized pursuant to the laws of the State of North Carolina.

RECITALS

WHEREAS, GUC owns and operates a municipal electric transmission and distribution system that it uses in providing retail electric service to consumers in and around the City of Greenville, and that is capable of providing wholesale transmission and delivery services to Winterville; and

WHEREAS, Winterville owns and operates a municipal electric distribution system through which it provides retail electric service to consumers in and around the Town of Winterville, North Carolina; and

WHEREAS, GUC is a party to certain agreements dated as of September 17, 1981 pursuant to which GUC purchases its all-requirements bulk power supply from

North Carolina Eastern Municipal Power Agency (“NCEMPA”), a municipal joint action agency constituted and existing under Chapter 159B of the General Statutes of North Carolina; and

WHEREAS, GUC is connected to the system of Progress Energy Carolinas, Inc. (“PROGRESS”), formerly Carolina Power & Light Company (“CP&L”) at 230 kV at several locations in and near the City of Greenville; and

WHEREAS, Winterville’s electric distribution system is connected to the GUC system at two locations, the Old Tar Road Substation at 34.5 kV and the Railroad Street interconnection at 12.47 kV, and such connections with GUC comprise Winterville’s only interconnections with other electric systems; and

WHEREAS, Winterville currently purchases its electric power supply requirements at wholesale from PROGRESS under a Power Supply and Coordination Agreement with an effective date of March 1, 2003 providing for the supply of power to Winterville sufficient to meet the requirements of Winterville’s retail electric customers (including losses on the PROGRESS, GUC and Winterville systems) (hereinafter, “PSCA-I”); and

WHEREAS, pursuant to a Network Operating Agreement and Network Transmission Agreement with PROGRESS with an effective date of March 1, 2003 (“NITSA/NOA-I”), Winterville currently has its electric power supply delivered to NCEMPA’s GUC delivery point; and

WHEREAS, pursuant to a Transmission and Delivery Agreement with an effective date of March 1, 2003 with GUC ("TDSA-I"), Winterville has arranged to have its electric power supply transmitted and delivered over GUC's system to the Delivery Point specified in said TDSA-I; and

WHEREAS, Winterville has entered into an agreement with PROGRESS pursuant to which Winterville will purchase all of its electric power supply requirements from PROGRESS for a nine-year, ten-month term beginning on March 1, 2008 ("PSCA-II"), subject to certain rights of early termination specified therein; and

WHEREAS, Winterville and PROGRESS anticipates entering into transmission service agreements (a Network Service Agreement and a Network Operating Agreement) providing for transmission of the capacity and energy purchased by Winterville under the PSCA-II (hereinafter, "NITSA/NOA-II"), and PROGRESS will file the transmission agreements with FERC (which PROGRESS has represented to Winterville is the only regulatory body whose acceptance or approval is required for such agreements); and

WHEREAS, the NITSA/NOA-II provide for PROGRESS to deliver power and energy for Winterville's account to the points of interconnection between GUC and PROGRESS; and

WHEREAS, in order to arrange delivery of power from the GUC and PROGRESS points of interconnection to the Winterville system, Winterville desires to purchase certain transmission and delivery services from GUC, and GUC is willing to provide such services to Winterville. The services will be provided pursuant to the rates,

terms and conditions specified in this TDSA-II. The TDSA-II shall supersede the TDSA-I between GUC and Winterville.

NOW, THEREFORE, GUC and Winterville agree as follows:

I. DEFINITIONS

(A) **Delivery Point** shall mean either the Primary Point of Delivery or the Secondary Point of Delivery, or both, as the context requires.

(B) **Distributed Generation** shall mean the generation of electricity on the load side of the Delivery Point, whether by Winterville or any retail customer of Winterville, which has the effect of reducing the amount of energy provided by PROGRESS for Winterville's account and transmitted and delivered by GUC to the Delivery Point to meet Winterville's requirements;

(C) **Firm Service** shall mean service that is provided on a continuous basis except for:

- (1) Interruptions or reductions due to Force Majeure;
- (2) Interruptions or reductions by automatic or manual control to maintain overall reliability and continuity of GUC's transmission system (or interconnected systems), to protect GUC's transmission or delivery facilities, or as necessary to comply with any load

curtailment directive which encompasses or applies directly to Winterville's load.; and

- (3) Temporary interruptions or reductions which, in the opinion of GUC, are necessary or desirable for the purpose of maintenance, repairs, replacements, or installation of equipment, or investigation and inspection; or (4) in the event of a default by Winterville as set forth in Article XIII.

(D) Force Majeure shall mean any cause beyond the control of the Party affected, and which by reasonable efforts the Party is unable to overcome. Force Majeure shall include without limitation:

- (1) Acts of God, such as fire, flood, landslide, lightning, earthquake, hurricane, tornado, storm, freeze, drought, blight, famine, or epidemic;
- (2) Strike, lockout or other labor difficulty;
- (3) Quarantine, injunction or other act or failure to act of any regulatory agency or other governmental authority;
- (4) Changes in the work or delays caused by public bidding requirements;
- (5) Theft, casualty, accident, or equipment breakdown;

- (6) Failure or shortage of, or inability to obtain from usual sources, goods, labor, equipment information or drawings, machinery, supplies, energy, fuel or materials;
- (7) Litigation or arbitration with suppliers and vendors;
- (8) Shortage of rolling stock;
- (9) Embargo, arrest, war, civil disturbance, explosion, act of public enemies, act of terrorism, or sabotage; or
- (10) Breach of contract by any supplier, contractor, subcontractor, laborer or materialman.

(E) Good Utility Practice shall mean:

- (1) Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or
- (2) Any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with prudent utility practices, reliability, safety and expedition.

Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be

acceptable practices, methods, or acts generally accepted in the electric utility industry in the region, including those practices required by Federal Power Act section 215(a)(4).

(F) GUC Delivery Facilities shall mean those delivery-voltage (below 115 kV) facilities designated by GUC as being used to provide delivery service hereunder. GUC Delivery Facilities shall include (but shall not be limited to) conductors; insulators; structures and poles; transformers; breakers, switches and other protection equipment; telemetering and communications facilities (including SCADA facilities); and meters and metering-related equipment designated by GUC as being used to provide delivery service to Winterville. GUC Delivery Facilities shall include those facilities listed in the initial or revised Exhibit 2.

(G) GUC Transmission Facilities shall mean those transmission-voltage (115 kV and above) facilities that are designated by GUC as serving a bulk power transmission function on the GUC system. GUC Transmission Facilities shall include (but shall not be limited to) conductors; insulators; structures and poles; transformers; breakers, switches and other protection equipment; telemetering and communications facilities (including SCADA facilities); and meters and metering-related equipment designated by GUC as serving a bulk power transmission function on the GUC system. GUC Transmission Facilities shall include those facilities listed in the initial or revised Exhibit 1.

(H) **NERC Reliability Standards** shall mean those mandatory standards promulgated by the North American Electric Reliability Corporation (NERC) and/or the Southeastern Electric Reliability Council (SERC), and approved by the Federal Energy Regulatory Commission (FERC) pursuant to Section 215 of the Federal Power Act.

(I) **Non-Firm Service** shall mean service that is provided by GUC to Winterville on an “if, as and when available” basis at the Secondary Point of Delivery, and that is subject to curtailment or interruption by GUC without incurring any liability or obligation to Winterville.

(J) **Point of Receipt** shall mean the points of interconnection between the GUC system and the PROGRESS system, at which capacity and energy to be transmitted to Winterville by GUC is to be received into the GUC system.

(K) **Primary Point of Delivery** shall mean the terminals on the high-voltage side of the 34.5 kV-to-12.47 kV transformation facilities located at the Old Tar Road Substation, at which the Winterville system is connected to the GUC system. The Primary Point of Delivery may be changed by agreement between the Parties.

(L) **Renewable Energy** shall mean any direct energy sources from solar, hydro, geothermal, wind, etc. that by definition occur naturally. It shall also include any new activities that result in the conservation of energy.

(M) **Secondary Point of Delivery** shall mean the point at which GUC's 12.47 kV electrical conductors connect with Winterville's 12.47 kV electrical conductors at or near the Railroad Street interconnection. The Secondary Point of Delivery may be changed by agreement between the Parties.

(N) **Underfrequency Load Shedding** shall mean the automatic or manual disconnection of customer loads in response to severe or prolonged under-frequency conditions caused by a deficiency of generation relative to load.

II. **EFFECTIVE DATE AND TERM OF AGREEMENT**

(A) This TDSA-II shall become effective upon execution by both Parties. Subject to the satisfaction of the conditions precedent set forth in Section II(B) the services provided for in this TDSA-II shall commence on March 1, 2008. This TDSA-II shall remain in effect through December 31, 2017, unless terminated earlier by either Party pursuant to Section II(C) or Article XIII.

(B) The obligations of the Parties hereunder shall be subject to the condition precedent that, on or before March 1, 2008, Winterville shall certify to GUC in writing that Winterville and PROGRESS have:

- (1) Executed the PSCA-II and
- (2) Made application for any and all necessary regulatory approvals that are required in connection with the PSCA-II.

(C) In addition to any other rights of termination set forth herein, GUC shall have the right to terminate this TDSA-II prior to January 1, 2018 in any of the following circumstances:

- (1) PROGRESS fails to receive on an unconditional basis all necessary regulatory approvals relating to the PSCA-II and the NITSA/NOA-II. If a regulatory body or governmental agency imposes a condition on its approval of any of the aforesaid agreements between Winterville and PROGRESS, and if GUC makes a determination that satisfaction of the condition may necessitate modifications to one or more of the aforesaid agreements that would have the effect, in GUC's judgment, of increasing GUC's obligations or reducing its rights under this TDSA-II, then Winterville and GUC shall negotiate for a period not to exceed thirty (30) days from the date of issuance of the regulatory order to modify this TDSA-II to eliminate the effect on GUC's obligations or rights. If Winterville and GUC are unable to reach agreement on modifications to this TDSA-II within such thirty (30) day period, GUC may exercise its right to terminate this TDSA-II by furnishing written notice to Winterville, not later than twenty (20) days after the end of the thirty (30) day negotiation period, of GUC's exercise of its right of termination; or

- (2) GUC, Winterville, and PROGRESS fail to execute a Three-Party Metering Agreement substantially in the form attached hereto as Exhibit 4 on or before May 1, 2008, as provided in Article IV; but such right of termination may be exercised by GUC only if GUC furnishes written notice to Winterville not later than May 15, 2008 of GUC's exercise of its right of termination.
- (3) Winterville or PROGRESS exercises any right it may have to terminate the PSCA-II and/or the NITSA/NOA-II prior to January 1, 2018.

If GUC exercises its right of termination, Winterville shall reimburse GUC within ninety (90) days of such termination for any costs incurred by GUC in connection with service under this TDSA-II, including but not limited to the costs specified in Sections (C) and (2).

III. NATURE OF THE SERVICES TO BE PROVIDED BY GUC TO WINTERVILLE

(A) Transmission and Delivery Services

GUC shall receive into its system at the Point of Receipt, and shall transmit and deliver to Winterville, power and energy delivered by PROGRESS at the Point of Receipt for Winterville's account ("Transmission and Delivery Service"), subject to the following provisions.

(1) Firm Service

Transmission and Delivery Services rendered to Winterville at the Primary Point of Delivery shall be provided by GUC on a Firm Service basis in such amounts as are necessary to serve Winterville's full electric power requirements (including losses), net of such amounts of energy as may be produced by any permitted Distributed Generation.

(2) Non-Firm Service

From time to time, Winterville may desire to receive Transmission and Delivery Service for all or a portion of its load at the Secondary Point of Delivery. If Non-Firm service is requested to accommodate scheduled facility maintenance, Winterville shall submit a written request for service at the Secondary Point of Delivery at least twenty-one (21) days prior to the date on which such service is to commence. Any such request for service shall include, at a minimum, the requested start date for service, the requested end date for service, and the requested capacity amount. A copy of the request for Non-Firm Service shall be forwarded by Winterville directly to the Director of Electric Systems or designee. If the request is due to unplanned outage of the Primary Point of Delivery, GUC will respond to such request as expeditiously as practical, taking into consideration priority of service to GUC's native load customers. GUC shall respond expeditiously to Winterville's request, stating whether service at the Secondary Point of Delivery can be accommodated. Any service provided by

GUC at the Secondary Point of Delivery will be Non-Firm Service. GUC can limit the amount of service provided at the Secondary Delivery Point if GUC determines that doing so is necessary or advisable to protect the reliability of service to its native load.

(B) Ancillary Services

Winterville shall procure from PROGRESS all ancillary services that are required in connection with the transmission of electric power and energy to and over GUC's system. GUC shall not be obligated to obtain or furnish any ancillary services to Winterville in connection with the transmission of energy provided pursuant to the Winterville-PROGRESS Power Supply and Coordination Agreement or otherwise, except as provided in Section III(D) for reactive power support. In the event that GUC incurs any costs or liabilities for ancillary services that are attributable to the transmission of energy provided pursuant to the Winterville-PROGRESS Power Supply and Coordination Agreement or otherwise, Winterville shall reimburse GUC fully for any such costs or liabilities.

(C) No Backup Service Obligation

The Parties do not intend for this TDSA-II to establish any obligations or commitments for the furnishing of any form of backup service, reserve service, or similar generation-replacement service. In the event of any interruption or curtailment by PROGRESS pursuant to the Power Supply and Coordination

Agreement, GUC shall have no obligation to obtain or furnish to Winterville any capacity or energy to replace the capacity or energy that would have been provided by PROGRESS.

(D) Power Factor

Winterville will maintain power factor for its load requirements as close to unity as practical, without being leading. Winterville will manage its reactive demands during all hours of the month with the goal of keeping its reactive requirements as near to zero as practicable. Winterville will provide at its own cost power factor correction equipment (capacitors, etc.) as may be necessary for Winterville to achieve and maintain compliance with the applicable power factor requirements. GUC will provide reactive power support for Winterville's load requirements from facilities owned, operated, and maintained by GUC. The monthly charge by GUC for Winterville's reactive demand (kVar) shall be \$.25/kVar times Winterville's peak reactive demand in each month.

(E) Under-Frequency Load Shedding

Winterville shall be responsible for installing and maintaining Under-Frequency Load Shedding capability for its own load. Winterville's Under-Frequency Load Shedding equipment shall be capable of shedding sufficient load, at specified set points, to satisfy the requirements of the applicable NERC Reliability Standards. GUC shall have no obligation or responsibility to install or maintain Under-Frequency Load Shedding for any portion of Winterville's load,

and, accordingly, Winterville's loss adjusted load at NCEMPA's GUC delivery point shall be excluded from the GUC load values that are used to calculate GUC's own load shedding responsibility.

(F) No Renewable Energy Portfolio Obligation

This Agreement does not establish any obligation or commitment for the furnishing, by one Party to the other, of any form of renewable energy supply.

IV. METERING

GUC, Winterville, and PROGRESS are parties to a Three-Party Metering Agreement dated April 30, 2003, which establishes the parties' rights and obligations with respect to the metering arrangements necessary to implement this TDSA-II, the PSCA-II and the NITSA/NOA-II. Neither Party may modify the Delivery Points (or the metering facilities at the Delivery Points), or the configuration of any portion of the Delivery Point facilities, unless the Parties and PROGRESS first shall have executed an amended Three-Party Agreement that addresses the modification or change in configuration of Delivery Point facilities.

V. ADJUSTMENTS FOR LOSSES

(A) Responsibility for Transmission and Delivery Losses over the GUC System

Winterville shall be responsible for all real power losses incurred on the GUC system in connection with the transmission, transformation and delivery of capacity and energy in accordance with this TDSA-II. Such losses shall consist of real power losses between the Point of Receipt and the Points of Delivery.

Winterville shall arrange for the delivery of additional energy at the Point of Receipt to offset such losses on GUC's system, and Winterville shall bear the cost of any such additional energy deliveries.

(B) GUC System Transmission and Delivery Losses

GUC System Transmission and Delivery Losses shall be 0.57% for the 115 kV transmission delivery and 2.37% for 34.5 kV distribution delivery.

Winterville's loss adjusted load at GUC's point of receipt shall be calculated as: (metered kWh at Winterville point of receipt) / [(1-0.0057)*(1-0.0237)] = (loss adjusted kWh).

GUC shall have the right, upon advance notification to Winterville, to adjust the capacity and energy loss factors used for billing purposes hereunder, in the event that GUC determines that changes in system conditions or other factors have affected the magnitude of losses on its system. Winterville shall be entitled to challenge the resulting charges in accordance with Article IX hereof. GUC will

coordinate with PROGRESS marketing staff and the PROGRESS Operations Center to ensure that the loss factors applicable for the GUC transmission and distribution system are available to PROGRESS for consistent and accurate calculation of charges for wholesale capacity and energy to Winterville and NCEMPA and make-up energy to offset losses on the GUC system.

VI. OPERATING REQUIREMENTS

(A) Protection of Systems

Insofar as practicable, each of the Parties shall design, protect, operate and maintain its system so as to avoid or minimize the likelihood of disturbances which might cause impairment of service on the system of the other. Winterville shall not establish any new electrical connections with any other utility system that would have the effect of interconnecting the GUC system with the system of such other utility through the Winterville system. Notwithstanding the foregoing, Winterville may interconnect its facilities with Distributed Generation systems, subject to prior inspection and approval by GUC to ensure that appropriate equipment is installed and maintained to protect the GUC system and the safety of GUC personnel.

(B) Balancing of Loads

Winterville shall at all times operate its system in such manner that the load will be reasonably balanced equally among phases. If the average monthly load is out of balance by more than ten percent (10%) of the load on the lowest

- (2) complying with any load curtailment order from any third party properly empowered to issue one which encompasses or applies directly to Winterville's load; or
- (3) reducing the amount or duration of Non-Firm Service provided to Winterville at the Secondary Point of Delivery to the level and duration permitted by GUC's acceptance of Winterville's service request pursuant to Section (2)

In the event of any failure by Winterville to comply with a curtailment directive by GUC, Winterville shall be liable to GUC for the full amount of any cost incurred by GUC (including penalties, if any) as a result and/or any economic harm occasioned by Winterville's failure to curtail. Willful failure by Winterville to curtail its use of service following a curtailment directive by GUC shall constitute an event of default under Article XIII. If Winterville's failure to curtail as directed adversely affects GUC's ability to serve its own customers, GUC shall have the right to interrupt service under this TDSA-II without notice provided in Section (B). Such suspension of service by GUC shall not be an event of default under Section XIII(3).

(D) Interconnected Generation

Winterville will provide notice to GUC prior to the connection of any generating equipment to be interconnected in parallel with Winterville's electrical system. GUC reserves the right to inspect and approve (or disapprove) any

parallel connection of Distributed Generation to the Winterville system prior to such connection being energized, to ensure proper system protection. GUC also shall have the right periodically to inspect any such interconnections to ensure that protection facilities are being properly maintained. If GUC identifies any potential safety risk or other potential adverse impact on GUC's employees or electrical system, GUC shall so notify Winterville, and Winterville shall take prompt remedial action, consistent with Good Utility Practice, or shall disconnect the generator affected by the potential safety risk.

(E) Load Forecasts

Winterville shall provide a forecast of its system capacity and energy requirements to GUC at least annually. Copies of forecasts prepared for PROGRESS under agreements for transmission service in connection with the Power Supply and Coordination Agreement will be acceptable. Each forecast shall include, at a minimum, projections of seasonal peak requirements and interruptible loads, if any, for at least five years. If Winterville prepares any load or resource forecasts pursuant to the NERC Reliability Standards, it shall furnish a copy of such forecasts to GUC.

(F) Continuity of Interconnection with PROGRESS

In order to be able to receive the capacity and energy delivered from the PROGRESS transmission system for the account of Winterville pursuant to the

Power Supply and Coordination Agreement, GUC will take no action to terminate its electrical interconnection with PROGRESS during the term of this Agreement.

VII. COSTS

(A) Costs of GUC Transmission Facilities

Winterville shall bear a properly allocable share of the system-wide costs of GUC Transmission Facilities. Winterville's share of such costs shall be based upon a twelve-month load ratio share calculation. The costs shall include the following:

- (1) Fixed costs (such as return on invested capital, depreciation expense, and other fixed costs) of facilities designated by GUC as serving a bulk power transmission function on the GUC system;
- (2) Costs of allocated General Plant;
- (3) Costs of operation and maintenance;
- (4) Administrative and general costs;
- (5) Taxes or other governmental charges paid by GUC;
- (6) Payments in lieu of taxes (if any); and
- (7) All other reasonable costs attributable to services under this TDSA from GUC's Transmission Facilities.

The methodology for calculating and allocating to Winterville a share of the system-wide costs of GUC Transmission Facilities is set forth in Exhibit 1 hereto.

(B) Costs of GUC Delivery Facilities

Winterville shall bear a share of the costs of the GUC Delivery Facilities based upon a fixed charge rate of 1.79% per month applied to the installed cost. For GUC Delivery Facilities that are used to serve GUC retail customers as well as to provide service to Winterville hereunder, the installed costs of such facilities shall be allocated between GUC and Winterville. In the case of GUC Delivery Facilities that are used solely to provide service to Winterville, total installed costs shall be allocated to Winterville. The methodology for calculation of charges for GUC Delivery Facilities is provided in Exhibit 2.

Costs of GUC Delivery Facilities shall include costs of all metering and system improvements or changes attributable to the provision of services to Winterville hereunder. Such costs shall include the following:

- (1) Planning, design and engineering costs;
- (2) Costs of obtaining and evaluating bids for new equipment;
- (3) Costs of purchasing and installing new equipment;
- (4) Costs of removing and disposing of existing equipment rendered duplicative or obsolete by such new equipment (including any

unrecovered costs of the existing equipment, less salvage value);
and

- (5) All other reasonable costs attributable to services under this TDSA from GUC Delivery Facilities.

The monthly charge that is assessed by GUC in order to recover the costs described in this Section shall include capital investment recovery based on the useful life of the facilities, as well as projected operating and maintenance expenses.

(C) GUC's Costs to Establish Arrangements

Winterville shall bear, as a directly assigned cost, all costs prudently incurred by GUC in establishing the transmission and delivery arrangements provided for in this Agreement, including but not limited to the following:

- (1) To the extent not already recovered from Winterville, GUC's costs of preparing responses to Winterville's good faith transmission request, developing the TDSA-II and participating in any negotiations and contract preparation activities for final contractual arrangements arising from Winterville's transmission request; and
- (2) GUC's costs incurred in participating in any negotiations and contract preparation activities for this TDSA-II.

The costs recoverable by GUC shall include costs of services provided to GUC by its attorneys and consultants, and a reasonable allowance for the services of GUC personnel. Winterville shall have the option of either paying GUC's costs in a lump sum payment to be made within thirty (30) days following the execution of this TDSA-II, or having such costs amortized through the rates charged by GUC for Transmission and Delivery Services. However, if Winterville elects the latter option, GUC's costs shall be amortized on a monthly basis in equal amounts over the term of this TDSA-II, and the unamortized balances will be multiplied by the return on transmission investment and added to monthly charges.

(D) Costs of Administering the TDSA-II

Winterville shall bear, as a directly assigned cost, all prudently incurred GUC costs that arise from or are attributable to GUC's administration of this TDSA-II. Such costs shall include, but shall not be limited to, the following:

- (1) Costs of reading meters and translating meter data for billing and loss evaluation; costs of telecommunications systems used to poll meter data;
- (2) Costs of operations and control facilities;
- (3) Costs of accounting and billing systems used to account for Winterville's use of services hereunder, to calculate Winterville's

charges for service, and to prepare regular billing statements for service; and

- (4) GUC staff costs of preparing statements for services provided hereunder (including costs of gathering data used to calculate rates and charges hereunder).

(E) Other Assigned Costs

(1) Generation-Related Charges Incurred by GUC

It is the Parties' intent that this TDSA-II does not provide or establish any obligation of GUC to furnish generation services to Winterville. In the event that GUC incurs costs for any form of generation service in connection with GUC's provision of Transmission and Delivery Services hereunder (or otherwise as a result of the implementation of the Power Supply and Coordination Agreement), Winterville shall reimburse GUC fully for such charges. GUC will provide Winterville prompt notice of any event or circumstance which is reasonably likely to cause generation service obligations under this provision, but GUC's failure to provide such notice shall not affect Winterville's obligation to reimburse GUC for any such costs.

(2) Costs Arising from Termination of the TDSA-II

Winterville shall be responsible, as a directly assigned cost, for any costs prudently incurred by GUC arising from the termination of service under this TDSA-II or successor agreement. Such costs shall include the following:

- (a) GUC's unamortized investment in any facility improvements or other changes necessitated by the provision of service hereunder and/or under the PSCA-II;
- (b) Prudently incurred costs of removing any GUC equipment rendered obsolete or unnecessary by the termination of this TDSA-II and/or Winterville's service arrangement with PROGRESS;
- (c) Prudently incurred costs of reconfiguring GUC accounting and billing systems to reflect the termination of service;
and
- (d) All other reasonable costs incurred as a result of termination of this TDSA-II.

(3) Other Costs

Winterville will pay other charges due and reimburse GUC for any other reasonable costs (whether incurred directly by GUC or incurred by others and

billed to GUC) that are attributable to the services provided to Winterville under this TDSA-II. Charges such as interest on overdue payments, reactive power supply, applicable taxes or other governmental charges, and other applicable reimbursements not included elsewhere shall be included.

VIII. RATES AND CHARGES

(A) Initial Rates and Charges

GUC has prepared and furnished to Winterville Exhibits 1-3 hereto showing initial rates and charges to be assessed to Winterville for the services to be provided under the TDSA-II. The exhibits provide cost support for Winterville to verify the proposed rates and charges.

(B) Changes in Rates and Charges

GUC shall have the right to change the rates and charges for services provided hereunder as necessary, in GUC's judgment, to provide for the full recovery of GUC's costs of providing service. GUC shall update rates and charges each year in conjunction with the development of its fiscal year budget and shall notify Winterville by June 1 of changes to be made effective as of July 1, the beginning of its fiscal year. Modified rates and charges shall reflect the expected changes in GUC's costs for the next-following twelve-month period, as projected by GUC at the time of adoption of its fiscal year budget. GUC shall have the unilateral right to modify Exhibits 1-3 to this TDSA in its sole discretion to provide the cost support for and calculation of its modified rates and charges.

GUC will provide a copy of the updated exhibits to Winterville for verification of the modified rates and charges. Any dispute under Article XII of rates and charges provided to Winterville with this annual update must be initiated within ninety (90) days of receipt by Winterville of the updated rates and charges with supporting costs.

IX. BILLINGS AND BILLING ADJUSTMENTS

(A) Monthly Billing

GUC shall bill Winterville monthly for the services provided hereunder by submitting a written statement of amounts due and payable by Winterville.

Unless the Parties otherwise agree, each such statement shall be provided by GUC no later than the tenth (10th) day of each month. Each such monthly statement shall separately set forth the charges for services. Charges for GUC Transmission Facilities, GUC Delivery Facilities, administration, amortization of study costs, and other known costs will be billed in the month services are provided. Other charges and adjustments, such as reactive power charges and Secondary Delivery Point charges, will be billed in the following month or as they become available. Bills rendered by GUC to Winterville hereunder shall be due and payable upon receipt. Payment is considered to have been made when received in GUC's Collections Office. A bill shall be considered past due after the fifteenth day of the month in which it is rendered, but not less than ten (10) calendar days (inclusive) after the date on which a bill is received by Winterville. Any past due

amount shall be deemed delinquent, and there shall be added to the amount due a penalty charge of one percent (1%) per month for each month or portion thereof in which an amount due is delinquent.

(B) Adjustment of Bills

GUC shall have the right to adjust or revise any monthly statement rendered under this TDSA and to bill Winterville the adjusted amount. Any such adjusted bill shall be provided no later than eighteen (18) months after the date on which the monthly statement affected by the adjustment was rendered. Any billing adjustment shall be in writing and shall state the specific basis for the adjustment. An adjusted bill will constitute a new bill in regard to the adjusted components for all purposes of this TDSA.

(C) Challenge of Monthly Bills and Adjusted Bills

Winterville may, in good faith, challenge the correctness of any monthly bill and any adjusted or revised bill rendered by GUC hereunder, except as provided in Section VIII(B). Unless otherwise agreed in writing by the Parties, Winterville's challenge must be presented no later than eighteen (18) months following the date the challenged bill was received by Winterville. Any billing challenge must be in writing and must state the specific basis for the challenge. Billing challenges are limited in scope to the correctness of any bill and the appropriateness of any charge. GUC shall respond in writing to any such billing

challenge within ninety (90) days. Billing challenges, if unresolved, shall be treated as disputes pursuant to Article XII.

(D) Pro-Rating of Charges

If the provision of services by GUC is suspended or terminated during the course of any month, whether due to a default by Winterville or on other grounds permitting such termination or suspension, GUC's charges to Winterville for that month shall be prorated based on the number of days in which service was provided divided by the total number of days in such month.

(E) Interest

Refunds to Winterville and any additional charges payable by Winterville that result from an adjustment, revision, billing challenge or correction of metering error shall bear interest from the date on which the original bill was paid to the date on which the adjusted bill is payable. The rate at which interest shall be calculated is the rate set forth in Section 35.19a (a)(2)(iii) of the Federal Energy Regulatory Commission's regulations (18 C.F.R. § 35.19a(a)(2)(iii)).

X. LIABILITY AND INDEMNIFICATION

Each Party shall be solely responsible for the construction, operation and maintenance of its own electric system. GUC agrees to indemnify and save harmless Winterville, its agents and employees from and against all loss or expense (including prudently incurred costs and reasonable attorney's fees) by reason of any liability imposed by law for damages, fines or penalties because of

bodily injury, including death at any time resulting therefrom, sustained by any person or persons, including employees of Winterville, or on account of damage to property, including loss of use thereof, arising out of or as a consequence of activities performed by GUC, its agents or employees pursuant to this TDSA-II; provided, however, this indemnity excepts and does not cover such injury to persons or damage to property if and to the extent such injury or damage is attributable to the negligence of Winterville its agents or employees. Winterville agrees to indemnify and save harmless GUC, its agents and employees from and against all loss or expense (including prudently incurred costs and reasonable attorney's fees) by reason of any liability imposed by law for damages, fines or penalties because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, including employees of GUC, or on account of damage to property, including loss of use thereof, arising out of or as a consequence of activities performed by Winterville, its agents or employees pursuant to this TDSA-II; provided, however, this indemnity excepts and does not cover such injury to persons or damage to property if and to the extent such injury or damage is attributable to the negligence of GUC, its agents or employees.

XI. FORCE MAJEURE

(A) Excuse of Performance

Notwithstanding any provision of this TDSA-II to the contrary, neither Party shall be liable or responsible to the other Party for failure to carry out any of

its obligations hereunder if and to the extent such non-performance is caused by Force Majeure; provided, however, this Article shall not apply to the Parties' obligations to make payments or give credits as specified in Article IX.

(B) Efforts to Remedy Inability to Perform

Any Party rendered unable to fulfill any obligation under this TDSA-II by reason of Force Majeure shall make reasonable efforts to remove such inability within a reasonable time.

XII. RESOLUTION OF DISPUTES

(A) Dispute Resolution Procedures

(1) Disputes

All matters under this TDSA-II shall be subject to dispute by either Party, and all such disputes shall be resolved in accordance with this Article XII. Any dispute of a monthly billing statement or an adjusted bill, other than disputes of amounts due to changes in rates provided in Section VIII(B), must be asserted in writing within eighteen (18) months of the receipt of the billing statement or adjusted bill.

(2) Notice of Dispute

Either Party may initiate the procedures set forth in this Article XII by notifying the other Party of the existence of a dispute. Such notice shall be in writing, and shall include a brief description of the subject matter of the dispute,

the position of the party asserting the dispute, and a request for resolution of the dispute in accordance with these procedures.

(3) Negotiation

With respect to any dispute arising out of or relating to this TDSA-II for which notice has been given under Section (2), the Parties will attempt in good faith to resolve the matter by negotiations, as follows. Two senior executives (one representing each Party), each having the authority to settle the dispute (herein called "Senior Executives"), will meet at least once and will attempt to resolve the matter by mutual agreement. Either Senior Executive may request the other to meet by providing a notice meeting the requirements of Section (G), and such meeting shall be held, at a mutually agreed time, within fourteen (14) days after written notice of the dispute has been provided. The first such meeting shall be at the offices of the Senior Executive receiving the request to meet. If more than one (1) meeting is held, the meetings shall be held in rotation at the offices of the Parties.

(4) Mediation

If the dispute has not been resolved within fourteen (14) days of the initial meeting of the Senior Executives, or as mutually agreed otherwise, the Parties will attempt in good faith to resolve the matter in dispute in accordance with the current Commercial Mediation Rules of the American Arbitration Association. The mediation process shall be initiated by either Party providing written notice to

the other Party of the initiation of mediation. The mediation process shall continue for no more than thirty (30) days from its initiation, unless the Parties agree to continue the mediation process for a longer period.

(5) Arbitration

If the dispute is not resolved either by negotiation or mediation, the Parties shall engage in binding arbitration of the matter in dispute. Either Party may notify the other Party in writing of its desire to initiate arbitration within thirty (30) days after the conclusion of the mediation process described above. The arbitration shall be conducted under the auspices of the American Arbitration Association under its Commercial Arbitration Rules. The Parties will attempt to reach agreement on the selection of an impartial arbitrator, but, if they are unable to reach agreement, the arbitrator shall be selected in accordance with the Commercial Arbitration Rules. The arbitration shall be held in Greenville, North Carolina (or, if such is infeasible, in Raleigh, North Carolina). The arbitrator's award shall be final and binding upon the Parties and shall be enforceable between them in any subsequent legal action or proceeding. The Parties further agree that the arbitrator's award may be filed in the Superior Court of Pitt County, North Carolina, or in any other state or federal court having jurisdiction, and thereafter shall have the force and effect of a judgment of that court and shall be enforceable as such. Each Party shall bear its own costs of participating in the arbitration, and the Parties shall share equally in the common costs of the

arbitration (including AAA fees, room rental costs, and any charges by or costs incurred by the arbitrator), except that the arbitrator may award the prevailing Party its costs and reasonable attorney fees in the event it determines that the other Party commenced or pursued the arbitration in bad faith or without just cause.

(B) Injunctive Relief

Notwithstanding the foregoing, nothing contained in this TDSA-II shall affect the right of either Party to seek and obtain temporary injunctive relief from a court of competent jurisdiction in accordance with applicable law against threatened conduct that such Party in good faith believes will cause irreparable loss or damage, pending initiation and/or completion of the negotiation, mediation or arbitration.

XIII. DEFAULT

(A) Events of Default

The following shall be "Events of Default" under this Agreement:

- (1) Failure by either Party to make any payment or give any credit required under this TDSA-II within sixty (60) days after the date on which such payment or credit becomes due; provided, however, neither Party shall be in default if the amount it owes hereunder can be offset in whole by amounts due under this TDSA-II from

the other Party within sixty (60) days after the date on which such amount became due and payable.

- (2) A definitive and final determination by NERC or FERC that a Party is in violation of a NERC Reliability Standard, and that the violation constitutes a significant risk to the stability and/or reliability of the bulk electric system.
- (3) Willful failure by GUC to provide transmission or delivery services as required under this TDSA-II.
- (4) Failure by Winterville to bring the balance of loads within the 10% tolerance required under Section VI(B) within one month of the date of written notice.
- (5) Failure by Winterville to curtail load in response to a GUC directive.
- (6) Failure by Winterville to provide prior notice to GUC of the proposed interconnection of generating equipment to be operated in parallel with Winterville's system, or to allow GUC to inspect the interconnection prior to it being energized, or to allow GUC to inspect the interconnection from time to time following its placement into service.

- (7) Winterville's placing into service of an interconnection with generating equipment to be operated in parallel with its system, notwithstanding GUC's disapproval of such proposed interconnection.
- (8) The insolvency, bankruptcy or equivalent thereof, of GUC or Winterville; or either Party's inability or admission in writing of its inability to pay its debts as they mature; or the making of a general assignment for the benefit of, or entry into any composition or arrangement with, its creditors.
- (9) Either Party's application for, or consent (by admission of material allegations of a petition or otherwise) to, the appointment of a receiver, trustee or liquidator for such Party or for all or substantially all of such Party's electric utility assets, or either Party's authorization of or consent to such application or the commencement of any proceedings seeking such appointment against it without such authorization, consent or application, which proceedings continue undismissed or unstayed for a period of one hundred eighty (180) days.
- (10) The authorization or filing by GUC or Winterville of a voluntary petition in bankruptcy or application for, or consent (by admission of material allegations of a petition or otherwise) to, the

application of any bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation or other similar law of any jurisdiction, or the institution of such proceedings against GUC or Winterville without such authorization, application or consent, which proceedings remain undismissed or unstayed for ninety (90) days, or which result in an adjudication of bankruptcy or insolvency within such time.

(B) Notice of Default and Opportunity to Cure

A Party shall give written notice of a default of the other Party within thirty (30) days of becoming aware of the facts giving rise to the default. Except as may be otherwise expressly provided for herein, the defaulting Party shall have fifteen (15) days following receipt of such notice to cure the default. If the default remains uncured at the end of such fifteen (15) day period, the remedies set forth in Section (C) or (D), as applicable, may be exercised.

(C) GUC's Rights on Default of Winterville

Whenever any Event of Default by Winterville shall have occurred and shall not have been fully cured following the required notice, GUC shall have the right to terminate this TDSA-II and its provision of transmission and delivery services to Winterville pursuant to the terms hereof.

(D) Winterville's Rights on Default of GUC

- (1) Whenever any Event of Default by GUC shall have occurred and shall not have been fully cured following the required notice, Winterville shall have the right to terminate this TDSA-II and its purchase of transmission and delivery services from GUC pursuant to the terms hereof.
- (2) Whenever any Event of Default by GUC referred to in Section XIII(A)(3) shall have occurred and shall not have been fully cured following the required notice, Winterville shall have the right (i) to terminate this TDSA-II, and to terminate its purchase of transmission and delivery services from GUC pursuant to the terms hereof; (ii) to obtain replacement services from one or more other entities, or (iii) to file a request with the Federal Energy Regulatory Commission under Sections 211 and 212 of the Federal Power Act, or other applicable statutory provision(s), for an order requiring GUC to provide such services on terms to be established by FERC.

(E) No Remedy Exclusive

No remedy conferred upon or reserved to the Parties hereto in this Article XIII is intended to be exclusive of any other remedy or remedies available hereunder or now or hereafter existing at law, in equity, or by statute or otherwise. Each and every such remedy shall be cumulative and shall be in addition to every

other such remedy. The pursuit by either Party of any specific remedy shall not be deemed to be an election of that remedy to the exclusion of any other or others, whether provided hereunder or by law, equity or statute.

(F) Waivers

No waiver of any default or Event of Default hereunder shall extend to or affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon. No delay or omission to exercise any remedy available upon any Event of Default shall impair either Party's right to exercise such remedy or shall be construed to be a waiver thereof, but any such remedy may be exercised from time to time and as often as may be deemed expedient. In order to entitle either Party hereto to exercise any remedy conferred upon or reserved to it in this Article XIII, it shall not be necessary to give any notice, other than such notice as may be expressly required by this TDSA-II.

(G) Agreement to Pay All Costs to Cure Default

- (1)** Simple interest shall accrue on any amount in default at a rate equal to one percent (1%) per month for each month or portion thereof that the amount is in default.
- (2)** If any Event of Default should occur and the Party not in default should employ attorneys or incur other expenses for the collection of any payment or the enforcement of performance or observation of any condition or obligation on the part of a defaulting Party, or

for the exercise of any other remedy hereunder, the defaulting Party agrees that it shall on demand therefore reimburse the other Party for its reasonable expenses of such attorneys and such other expenses so incurred. No default shall be deemed cured until all costs payable under this Article XIII, including any attorneys' fees incurred by the Party not in default, and payments pursuant to this TDSA (including interest) shall have been paid or reimbursed.

XIV. MISCELLANEOUS

(A) Waivers

Any waiver at any time by either Party hereto of its rights with respect to the other Party or with respect to any matter arising in connection with this TDSA-II shall not be considered a waiver of any such right or matter at any subsequent time.

(B) Survival of Obligations

The termination of this TDSA-II shall not discharge either Party from any obligation it owes to the other Party by reason of any transaction, loss, cost, damage, expense or liability which shall occur or arise (or the circumstances, events or basis of which shall occur or arise) prior to such termination. It is the intent of the Parties that any such obligation owed (whether the same shall be known or unknown at the termination of this TDSA-II, or whether the

circumstances, events or basis of the same shall be known or unknown at the termination of this TDSA-II) shall survive the termination of this TDSA-II.

(C) Successors and Assigns

This TDSA-II shall inure to the benefit of and be binding upon the Parties hereto, their respective successors and assigns. This TDSA-II shall not be assigned by either Party without the written consent of the other Party, which consent shall not be unreasonably withheld, unless such assignment or transfer is to a successor in the operation of its properties by reason of a merger, consolidation, sale or foreclosure where substantially all such properties are acquired by such a successor empowered by law and financially able to effect the purposes of this TDSA-II which it must assume, and thereafter be exclusively responsible for the performance of the terms of this TDSA-II to be performed by either Party hereunder.

(D) Governing Law

The laws of the State of North Carolina shall govern this TDSA-II.

(E) Entire Agreement

This TDSA-II constitutes the entire agreement between the Parties with respect to the subject matter contained herein and may not be amended, modified or rescinded, except in writing signed by both Parties. The Parties have entered into this TDSA-II in reliance upon the representations and mutual undertakings contained herein and not in reliance upon any oral or written representations or information provided to one Party by any representative of the other Party.

(F) Severability

Should any provision of this TDSA-II be declared to be invalid, the remaining provisions of this TDSA-II shall remain in full force and effect unless the provision that is found to be invalid substantially alters the benefits of the TDSA-II for either Party. If the respective benefits of the TDSA-II for the Parties are materially altered by such a finding and the Parties are unable to agree on revisions to the TDSA-II that would restore the original balance of benefits, the matter may be submitted to dispute resolution under Article XII. The issue for resolution will be the manner in which the balance of benefits should be restored.

(G) Notices

Any notice or request made to or by either Party regarding this TDSA-II shall be made to the representative of the other Party as indicated below, or their respective successors:

If to GUC:

Greenville Utilities

P.O. Box 1847

Greenville, NC 27835

Telephone: (252) 752-7166

Facsimile: (252) 551-1597

**ATTENTION: Mr. Ronald D. Elks
CEO/General Manager**

If to Winterville:

Town of Winterville

Post Office Box 1459

Winterville, North Carolina 28590

Telephone: (252) 756-2221

Facsimile: (252) 321-8455

ATTENTION: Hon. Douglas A. Jackson, Mayor

(H) Headings Not to Affect Meaning

The descriptive headings of the various Sections and Paragraphs of this TDSA-II have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms and provisions thereof.

(I) Incorporation of Exhibits

The following exhibits, which are attached to this TDSA-II, shall be incorporated into and be a part of this TDSA-II:

Exhibit 1: Monthly Transmission Facilities Charges

Exhibit 2: Monthly Delivery Facilities Charges

Exhibit 3: Summary – Monthly Charges

Exhibit 4: Three-Party Metering Agreement

Exhibit 5: Future Delivery Points and Additional Delivery Services

(J) Representation and Warranty as to Authority

GUC and Winterville each represent and warrant to one another that it has full corporate authority to enter into this TDSA-II, and that no regulatory or governmental approvals are required which have not been received.

(K) Execution in Counterparts

This TDSA-II may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, GUC and Winterville have, on the date first above written, caused this TDSA-II to be executed by their respective representatives, each of which has full authority to bind its principal to the terms hereof.

GREENVILLE UTILITIES COMMISSION
GREENVILLE, NORTH CAROLINA

TOWN OF WINTERVILLE,
NORTH CAROLINA

By: Ronald D. Elks
Ronald D. Elks

By: Douglas A. Jackson
Douglas A. Jackson

Title: General Manager/CEO

Title: Mayor, Town of Winterville

Date: 4-17-08

Date: 3-26-08



Approved as to form:

Phillip R. Dixon
Phillip R. Dixon
Commission Attorney

Greenville Utilities Commission **Exhibit 1(a)**
Transmission and Distribution Service Charges for Town of Winterville

Monthly Transmission Charges for March 2008 - June 2008

Annual Return on Investment			
Transmission - Net Book Value (NBV)	<i>Note [7]</i>	\$ 6,306,783	
Allocated Land/General Plant - NBV	<i>Note [2]</i>	<u>628,469</u>	
Total		\$ 6,935,253	
Return on Investment	<i>Note [1]</i>	<u>8.96%</u>	
Annual Requirement			\$ 621,537
Electric Department Transmission Exp.			
Transmission Lines Expense	<i>Budget</i>	\$ 131,000	
Percentage Allocated	<i>Note [3]</i>	<u>83.53%</u>	
			109,420
Transmission Substations Expense	<i>Budget</i>	\$ 62,500	
Percentage Allocated	<i>Note [3]</i>	<u>100.00%</u>	
			62,500
Electric Department Administration Allocation:			
Transmission Lines & Substations Expense		\$ 171,920	
Department Administration Allocation	<i>Note [4]</i>	<u>58.83%</u>	
			101,143
Electric Fund General Administration			
Transmission Expense- Electric Department		\$ 273,063	
Fund Administration Allocation	<i>Note [5]</i>	<u>57.23%</u>	
			156,275
Depreciation			
Depreciation - Transmission	<i>Note [7]</i>		427,815
Depreciation - General Plant Allocation:			
Total General Plant Depreciation	<i>GUC Sched.</i>	\$ 935,186	
Allocation Percentage		<u>11.04%</u>	
			103,274
NCEMPA Transmission Facilities Chgs.			
	<i>NCEMPA Bills</i>		<u>182,836</u>
Total Annual Revenue Requirement for Transmission			<u>\$ 1,764,801</u>
Monthly Revenue Requirement (1/12)			
Winterville Load Ratio Percentage	<i>Note [6]</i>		\$ 147,067
			3.45%
Total Monthly Transmission Charges for Winterville			<u>\$ 5,080</u>

Greenville Utilities Commission Exhibit 1(b)
Transmission and Distribution Service Charges for Town of Winterville

Notes to Transmission Charges Calculations

Note [1]

	Capital Structure June 30, 2007		Cost of Capital	
			Component	Weighted
Long Term Debt	\$ 22,083,684	17.83%	4.18%	0.74%
Fund Equity	101,779,933	82.17%	10.00%	8.22%
Weighted Cost of Capital			8.96%	

Schedule of Bonded Indebtedness - Electric Fund
As of June 30, 2007

Long Term Debt	Issue	Date of Maturity	Principal Amount Sold	Net Proceeds to Company	Cost to Maturity	Annual Cost
1998	11/10/98	09/01/18	2,276,773	2,232,126	4.50%	100,446
2000A2	03/15/00	09/01/20	984,000	971,825	5.30%	51,507
2000A3	03/15/00	09/01/20	1,300,000	1,283,915	5.30%	68,047
2001 Refunding	05/01/01	09/01/21	2,840,154	2,840,154	4.75%	134,907
2001	05/01/01	09/01/21	6,758,308	6,606,248	4.75%	313,797
2003A Refunding	05/14/03	11/14/10	2,940,941	2,927,068	2.95%	86,349
2003B2 Refunding	05/01/03	05/01/18	627,500	625,884	3.67%	22,970
2005	07/13/05	09/01/25	2,607,909	2,584,607	3.53%	91,237
2007	05/11/07	05/11/27	7,940,306	7,900,000	3.79%	299,410
Total				<u>\$27,971,827</u>		<u>\$ 1,168,669</u>
Cost of Long Term Debt						4.18%

Note [2]

	Total Cost	Accumulated Depreciation	Net Plant	Ratio %	
				Total Cost	Net Plant
<i>As of June 30, 2007</i>					
Land	\$ 1,213,366	\$ 189,535	\$ 1,023,831		
General Plant	17,237,159	11,736,044	5,501,115		
Total Land & Gen. Plant	\$ 18,450,524	\$ 11,925,579	\$ 6,524,946	11.38%	9.96%
Total Dist. & Trans. Plant	\$ 162,079,506	\$ 96,600,706	\$ 65,478,800		

Note [3]

	Assigned Trans. Invest.	Total Transmission	Percentage of Total
	<i>As of June 30, 2007</i>		
Transmission Lines	\$ 6,559,526	\$ 7,853,217	83.53%
Transmission Substations	11,339,229	11,339,229	100.00%
Total Transmission	\$ 17,898,755		11.04%

General Ledger Transmission Lines Adjustment:

\$	(1,258,582)	34.5 kV facilities booked in transmission (estimated)
	(402,829)	12.5 kV facilities booked in transmission (estimated)
\$	(1,859,510)	

General Ledger Transmission Substations Adjustment:

\$	497,000	Transmission Sub booked in Dist. Sub (1975-78)
	(27,502)	Winterville 34.5 kV Bank #3 booked in Transmission Sub (1961-82)
\$	469,498	

Greenville Utilities Commission **Exhibit 1(c)**
Transmission and Distribution Service Charges for Town of Winterville

Notes to Transmission Charges Calculations

Note [4]

Electric Department Expenses (2007-08 Budget)				
Electric Department Administration			Electric Department Functional Expenses	
Director of Electric Systems	\$ 559,771		Transmission Lines	\$ 131,000
Engineering Office	1,270,856		Transmission Substations	62,500
Substations (SCADA)	696,641		Subtransmission Lines	65,000
Dispatching	390,855		Subtransmission Substations	36,450
Gasoline Spill	16,000		Underground Residential	829,290
Fiber Optics	25,000		Underground Commercial	23,000
			Underground Industrial	9,500
			Distribution Substations	380,500
			City Street Lights	156,200
			Area Lights	79,000
			Distribution System	2,254,412
			Generation O&M	644,000
			Load Management	358,956
Total Department Administration	\$ 2,959,123		Total Functional Expenses	\$ 5,029,808
Ratio to Functional Expenses		58.83%		

Note [5]

Electric Fund Expenses (2007-08 Budget)				
Electric Fund Administration			Electric Fund Functional Expenses	
Governing Body	2,656,217		Electric Department - Functional	5,029,808
Finance Department	4,620,620		Electric Department - Administration	2,959,123
Finance Dept - Debt Service	(2,420,324)		Customer Relations Department	3,375,261
Information Technology Depart.	1,246,453		Customer Rel. - Bad Debt Expense	(320,000)
Human Resources	1,208,931 ^(a)		Utility Locating Service	124,231
			Meter Department	1,607,823
Total Electric Fund Administration	\$ 7,311,897		Total Functional Expenses	\$ 12,776,246
Ratio to Functional Expenses		57.23%		

^(a) Human Resources picked up Retiree Health Insurance from old Non-departmental.

Greenville Utilities Commission Exhibit 1(d)
Transmission and Distribution Service Charges for Town of Winterville

Notes to Transmission Charges Calculations

Note [6] Transmission Load Ratio Allocation

	Totalized Greenville 230 kV Receipt Points Peak					Day/Hour	Winterville Loss Adjusted Contribution ^[1]			
	POD 1	POD 2	POD 3	POD 4	Total		POD 1	POD 2	Total	Percent
Jan 2007	82,944	78,894	79,607	29,225	270,670	12907 2000	-	9,953	9,953	3.68%
Feb 2007	88,711	85,471	86,022	32,594	292,798	20607 1000	-	10,130	10,130	3.46%
Mar 2007	83,527	80,449	81,000	-	244,976	31907 1000	-	7,719	7,719	3.15%
Apr 2006	72,544	69,336	69,854	20,088	231,822	42506 2100	-	7,582	7,582	3.27%
May 2006	81,778	78,667	79,153	19,667	259,265	53106 1400	-	9,216	9,216	3.55%
Jun 2006	96,260	90,493	91,984	22,745	301,482	62106 1400	-	10,697	10,697	3.55%
Jul 2006	104,101	99,695	100,667	31,072	335,535	72706 1700	-	11,752	11,752	3.50%
Aug 2006	110,905	104,198	106,045	34,020	355,168	80306 1700	-	13,044	13,044	3.67%
Sep 2006	86,864	82,814	83,689	23,296	276,663	91906 1900	-	9,245	9,245	3.34%
Oct 2006	77,015	72,770	73,645	20,704	244,134	100506 2000	-	8,044	8,044	3.30%
Nov 2006	67,878	64,897	65,383	18,760	216,918	112106 1700	-	6,998	6,998	3.23%
Dec 2006	80,870	76,594	77,371	27,767	262,602	120806 2000	-	9,334	9,334	3.55%
Average	86,116	82,023	82,868	23,328	274,336		-	9,476	9,476	3.45%

[1] Losses Transmission Losses (115 kV):
 Off peak Hours 0.573%
 On peak Hours 0.573%

Distribution Losses (34.5kV or 12.47kV)
 Off peak Hours 2.370%
 On peak Hours 2.370%

On peak Hours are Monday through Friday 1:00 - 6:00 pm for the period of April 15 - October 15 and 6:00 - 9:00 am from October 16 - April 14.
 Off peak Hours are all other hours.

Greenville Utilities Commission *Exhibit 1(e)*
Transmission and Distribution Service Charges for Town of Winterville

Notes to Transmission Charges Calculations

Note [7]

Transmission Investment

Fiscal Year Ended	Original Cost	Depreciation Years	Accumulated Depreciation	Net Plant in Service	Annual Depreciation
			As of June 30, 2007	As of June 30, 2007	
Transmission Lines					
Prior years in total	\$ 825,000	20	\$ 825,000	\$ -	\$ -
1974	386,046	20	386,046	-	-
1975	234,317	20	234,317	-	-
1976	74,644	20	74,644	-	-
1977	217,308	20	217,308	-	-
1978	150,346	20	150,346	-	-
1979	101,102	20	101,102	-	-
1980	257,707	20	257,707	-	-
1981	74,364	20	74,364	-	-
1982	9,115	20	9,115	-	-
1983	17,042	20	17,042	-	-
1984	134,701	20	134,701	-	-
1985	-	20	-	-	-
1986	2,051,019.09	20	2,051,019	-	-
1987	34,763.58	20	34,764	-	-
1988	158,591.79	20	158,592	-	-
1989	217,570.70	20	206,692	10,879	10,879
1990	61,459.74	20	55,314	6,146	3,073
1991	741,594.62	20	630,355	111,239	37,080
1992	10,372.71	20	8,298	2,075	519
1993	130,939.93	20	98,205	32,735	6,547
1994	12,276.41	20	8,593	3,683	614
1995	-	20	-	-	-
1996	11,309.06	20	6,785	4,524	565
1997	115,528.39	20	63,541	51,988	5,776
1998	-	20	-	-	-
1999	-	20	-	-	-
2000	-	20	-	-	-
2001	-	20	-	-	-
2002	-	20	-	-	-
2003	-	20	-	-	-
2004	49,107.21	20	9,821	39,286	2,455
2005	12,193.60	20	1,829	10,365	610
2006	52,714.23	20	5,271	47,443	2,636
2007	418,393.51 ⁽¹⁾	20	20,920	397,474	20,920
Subtotal - Lines	\$ 6,559,526		\$ 5,841,692	\$ 717,835	\$ 91,673

⁽¹⁾ Replace poles on Firetower between RR and Memorial Drive

Greenville Utilities Commission Exhibit 1(f)
 Transmission and Distribution Service Charges for Town of Winterville

Notes to Transmission Charges Calculations

Note [7]

Transmission Investment (continued)						
Fiscal Year Ended	Original Cost	Depreciation Years	Accumulated Depreciation	Net Plant In Service	Annual Depreciation	
			As of June 30, 2007	As of June 30, 2007		
Transmission Substations						
1975	\$ 437,000	25	\$ 437,000	\$ -	\$ -	
1976	50,000	25	50,000	-	-	
1978	10,000	25	10,000	-	-	
1981	-	25	-	-	-	
1982	-	25	-	-	-	
1983	2,551,181	25	2,551,181	-	-	
1984	66,555	25	63,893	2,662	2,662	
1985	49,207	25	45,270	3,937	1,968	
1986	43,626	25	38,391	5,235	1,745	
1987	12,548	25	10,540	2,008	502	
1988	34,894	25	27,915	6,979	1,396	
1989	192,045	25	145,954	46,091	7,682	
1990	1,927,632	25	1,387,895	539,737	77,105	
1991	59,601	25	40,529	19,072	2,384	
1992	30,606	25	19,588	11,018	1,224	
1993	50,395	25	30,237	20,158	2,016	
1994	8,814	25	4,936	3,878	353	
1995	2,967	25	1,543	1,424	119	
1996	60	25	29	31	2	
1997	68	25	30	38	3	
1998	-	25	-	-	-	
1999	-	25	-	-	-	
2000	-	25	-	-	-	
2001	115	25	32	83	5	
2002	0	25	-	-	-	
2003	237	25	47	189	9	
2004	5,765,440	25	922,470	4,842,970	230,618	
2005	46,236	25	5,548	40,688	1,849	
2006	-	25	-	-	-	
2007	-	25	-	-	-	
Subtotal - Substations	\$ 11,339,229		\$ 5,793,030	\$ 5,546,199	\$ 331,642	

Subtotal - Lines and Substations	\$ 17,898,755		\$ 11,634,722	\$ 6,264,033	\$ 423,315
2007-08 Additions Estimated:					
Lines 2008	\$ 90,000	20	4,500	\$ 85,500	\$ 4,500
Substations 2008	-	25	-	-	-
2007-08 Additions	\$ 90,000		\$ 4,500	\$ 85,500	\$ 4,500
Total Transmission - June 30, 2008	\$ 17,988,755		\$ 11,639,222	\$ 6,349,533	\$ 427,815
Total for Revenue Requirement	\$ 17,943,755		\$ 11,636,972	\$ 6,306,783	

Greenville Utilities Commission **Exhibit 2(a)**
Transmission and Distribution Service Charges for Town of Winterville

Monthly Transmission Charges for March 2008 - June 2008

Firm Service			
34.5 kV Facilities (POD 2)			
Winterville/Simpson 34.5 kV Facilities - Part Load Ratio Percentage	Note [3] Note [1]	\$ 2,554,292	25.31%
Allocated 34.5 kV Investment		\$ 646,414	
Monthly Facility Charge Percentage	Note [2]	1.79%	
		\$	11,571
Metering/Other	Current Charge	\$ 723	
	Feeder Addition #1 & #2	100	
		\$	823
		Total for POD 2 \$ 12,394	
12.47 kV Facilities (POD 1)			
Dedicated POD 1 Facilities	Note [4]	71,020	
Monthly Facility Charge Percentage	Note [2]	1.79%	
		Total for POD 1 \$ 1,271	
Distribution Metering Facilities (New)			
Metering for System Monitoring	Note [5]	\$ 9,444	
Monthly Facility Charge Percentage	Note [2]	1.79%	
		New Metering \$ 169	
Nonfirm Service (When Used)			
Winterville Sub.115kV to 12.47kV Facilities Allocated Capacity Percentage (15 MW)	Note [6]	\$ 2,034,308	37.50%
Total Allocated Facilities		\$ 762,865	
Monthly Facility Charge Percentage	Note [2]	1.79%	
Monthly Charge for Nonfirm Service		\$	13,656
NOTE: Monthly charge will be prorated for number of days of service: \$455 per day.			

Greenville Utilities Commission
Transmission and Distribution Service Charges for Town of Winterville
Exhibit 2(b)

Notes to Distribution Charges Calculations

Note [1] **34.5kV Distribution Facility Allocation**

	Totalized 34.5 kV Circuit Peak (kW)			Day/Hour	
	Simpson	Winterville	POD 1 ^[2]		Total ^[1]
Jan 2007	10,788	32,248	0	43,036	11107 700
Feb 2007	12,507	33,864	0	46,371	20607 700
Mar 2007	8,499	23,700	0	32,199	30507 700
Apr 2006	17,811	13,180	0	30,991	42506 2100
May 2006	22,964	12,582	0	35,547	52606 1600
Jun 2006	26,606	14,947	0	41,553	62006 1900
Jul 2006	30,306	17,411	0	47,717	71906 1800
Aug 2006	34,002	18,903	0	52,905	80406 1800
Sep 2006	27,169	15,077	0	42,246	90406 1800
Oct 2006	20,300	12,253	0	32,553	102606 800
Nov 2006	20,101	11,566	0	31,667	112106 1900
Dec 2006	27,232	14,516	0	41,748	120906 800
Average	21,524	18,354	0	39,878	

	Winterville Loss Adjusted Contribution (kW)			Percent
	POD 1 ^[2]	POD 2 ^[2]	Total ^[2]	
	-	10,564	10,564	24.55%
	-	12,135	12,135	26.17%
	-	9,298	9,298	28.88%
	-	7,544	7,544	24.34%
	-	9,140	9,140	25.71%
	-	10,769	10,769	25.92%
	-	11,966	11,966	25.08%
	-	12,973	12,973	24.52%
	-	10,139	10,139	24.00%
	-	8,616	8,616	26.47%
	-	8,059	8,059	25.45%
	-	9,897	9,897	23.71%
Average	-	10,092	10,092	25.31%

Note: Simpson & Winterville demands are compensated to 115 kV:

Compensated kW = Metered kW + NL+ (LL x (Metered kW/MVA)²)

	MVA	NL (kW)	LL (kW)
Simpson	25,000	14.0	76.5
Winterville	25,000	36.7	118.5

^[1] Compensated and adjusted to 115 kV.

^[2] Distribution loss adjustment applied:

Off peak Hours 2.37%
 On peak Hours 2.37%

On peak Hours are Monday through Friday 1:00 - 6:00 pm for the period of
 April 15 - October 15 and 6:00 - 9:00 am from October 16 - April 14.
 Off peak Hours are all other hours.

Greenville Utilities Commission

Exhibit 2(c)

Transmission and Distribution Service Charges for Town of Winterville

Notes to Distribution Charges Calculations

Note [2]

Monthly Distribution Facilities Charge

Cost of Capital	6.30	%
Depreciation	4.50	
Distribution Operation & Maintenance	5.37	
Administrative & Gen.-% of Distrib.O&M	3.07	
Taxes	-	
<i>Subtotal</i>	<u>19.24</u>	%
Land/General Plant:	<u>2.24</u>	
Total - Twelve Months	<u>21.48</u>	%
Monthly Facilities Charge	1.79%	

Greenville Utilities Commission *Exhibit 2(d)*
Transmission and Distribution Service Charges for Town of Winterville

Notes to Distribution Charges Calculations

Note [2]

Levelized Cost of Capital (continued)

This page no longer used.

Greenville Utilities Commission Exhibit 2(e)
Transmission and Distribution Service Charges for Town of Winterville

Notes to Distribution Charges Calculations

	Fiscal Year	Original Cost	Depr. Years	Accumulated Depreciation	Net Plant in Service	Annual Deprec.
				As of June 30, 2007	As of June 30, 2007	
Note (3) 34.5kV Facilities (POD 2)						
Winterville 115kV to 34.5kV sub. facilities (a)	1977	\$ 5,000	25	5,000	\$ -	\$ -
	1978	2,500	25	2,500	-	-
	1980	125,378	25	125,378	-	-
	1981	10,328	25	10,328	-	-
	1982	45,966	25	45,966	-	-
	1986	552,385	25	486,099	66,286	22,095
	1993	11,504	25	6,902	4,602	460
	2004	4,963	25	794	4,169	199
		<u>\$ 758,024</u>		<u>\$ 682,967</u>	<u>\$ 75,057</u>	<u>\$ 22,754</u>
Winterville 115kV sub. to POD 2 (b)	1986	\$ 65,786	20	65,786	\$ -	-
POD 2 facilities owned by GUC (c)	2000	\$ 4,039	25	1,292	\$ 2,747	162
Simpson 115kV to 34.5kV sub. facilities (d)	1985	\$ 252,381	25	232,190	\$ 20,190	10,095
	1986	129,023	25	113,540	15,483	5,161
	1987	358,345	25	301,009	57,335	14,334
	2001	115	25	32	83	5
	2003	4,335	25	867	3,468	173
		<u>\$ 744,198</u>		<u>\$ 647,639</u>	<u>\$ 96,559</u>	<u>\$ 29,768</u>
Simpson 115kV Sub. to 34.5kV loop (e)	1984	\$ 150,000	20	150,000	\$ -	-
Southern loop to POD 2 (f)	1977	\$ 130,000	20	130,000	\$ -	-
	1986	87,583	20	87,583	-	-
	1990	25,000	20	22,500	2,500	1,250
		<u>\$ 242,583</u>		<u>\$ 240,083</u>	<u>\$ 2,500</u>	<u>\$ 1,250</u>
Northern loop to Winterville 115kV Sub. (g)	<1974	\$ 100,000	20	\$ 100,000	\$ -	-
	1986	98,054	20	98,054	-	-
	2002	26,349	20	7,905	18,444	1,317
		<u>\$ 224,403</u>		<u>\$ 205,959</u>	<u>\$ 18,444</u>	<u>\$ 1,317</u>
34 kV Static overbuild (h)	2003	\$ 189,769	20	\$ 47,442	\$ 142,326	9,488
	2004	19,526	20	3,905	15,621	976
	2005	3,366	20	505	2,862	168
	2006	33,998	20	3,400	30,598	1,700
	2007	-	20	-	-	-
		<u>\$ 246,659</u>		<u>\$ 55,252</u>	<u>\$ 191,407</u>	<u>\$ 12,333</u>
34 kV System Line Recloser (i)	2004	\$ 61,000	20	12,200	48,800	3,050
Total 34.5 kV - June 30, 2007		\$ 2,496,692		\$ 2,061,178	\$ 435,514	\$ 70,634
Planned 2007-08 Additions	2008	115,200 ⁽¹⁾	20	\$ 5,760	\$ 109,440	5,760
	2008	-	20	-	-	-
		<u>\$ 115,200</u>		<u>\$ 5,760</u>	<u>\$ 109,440</u>	<u>\$ 5,760</u>
Total 34.5 kV - June 30, 2008		\$ 2,611,892		\$ 2,066,938	\$ 544,954	\$ 76,394
Average for Revenue Requirement		\$ 2,554,292		\$ 2,064,058	\$ 490,234	

⁽¹⁾ Rebuild 34kV Subtransmission with Overhead Static

Greenville Utilities Commission Exhibit 2(f)
Transmission and Distribution Service Charges for Town of Winterville

Notes to Distribution Charges Calculations

Note [4] 12.47kV Facilities (POD 1)

Year	Original Cost	Depr. Years	Accumulated Depreciation As of June 30, 2007	Net Plant in Service As of June 30, 2007	Annual Depr.	
Dedicated circuit Winterville 115kV Substation to POD 1	1982	\$ 49,611	20	\$ 49,611	\$ -	\$ -
POD 1 facilities owned by GUC	1996	21,409	25	10,276	11,132	856
Total		\$ 71,020		\$ 59,887	\$ 11,132	\$ 856

Note [5] Distribution Metering Facilities (New)

Substation metering for system monitoring	2002	\$ 9,444	25	\$ 2,266	\$ 7,177	\$ 378
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Note [6] Winterville 115kV to 12.47kV Facilities (Nonfirm Service)

Winterville 115kV to 12.47kV sub. facilities	1977	\$ 5,000	25	\$ 5,000	\$ -	\$ -
	1978	2,500	25	2,500	-	-
	1980	125,378	25	125,378	-	-
	1982	28,792	25	29,944	(1,152)	1,152
	1986	552,385	25	486,099	66,286	22,095
	1993	11,504	25	6,902	4,602	460
	1996	3,861	25	1,853	2,008	154
	2000	90,000	25	28,800	61,200	3,600
	2003	4,000	25	800	3,200	160
	2005	-	25	-	-	-
	2006	1,210,888	25	96,871	1,114,017	48,436
	2007	-	25	-	-	-
Total		\$ 2,034,308		\$ 784,147	\$ 1,250,161	\$ 76,057

Greenville Utilities Commission *Exhibit 3(b)*
Transmission and Distribution Service Charges for Town of Winterville

Monthly Transmission Charges for March 2008 - June 2008

Amortization of Response Costs

Amortization of costs incurred in evaluating Winterville's request for transmission and delivery service will be charged over the term of the contract to the extent they are not reimbursed. The monthly charge will include allowance for return on the unamortized balance.

Other Assigned Costs

Any other applicable charges will be added, such as reimbursement of any Ancillary Services costs, taxes or other governmental charges incurred, or charges for power factor.

Note Regarding Losses:

All power deliveries will be adjusted for Transmission Facilities and Delivery Facilities losses. Energy loss makeup will be provided hourly by Progress Energy for Winterville as follows:

Transmission Losses (115 kV):

<i>Off peak Hours</i>	<i>0.573%</i>
<i>On peak Hours</i>	<i>0.573%</i>

Distribution Losses (34.5kV or 12.47kV):

<i>Off peak Hours</i>	<i>2.370%</i>
<i>On peak Hours</i>	<i>2.370%</i>

On peak Hours are Monday through Friday 1:00 - 6:00 pm for the period of April 15 - October 15 and 6:00 - 9:00 am from October 16 - April 14.
Off peak Hours are all other hours.

Losses in each hour will be calculated by dividing metered energy by the product of 1 - Transmission Facilities loss factor multiplied by 1 - Delivery Facilities loss factor and subtracting metered energy from the total.

Greenville Utilities Commission **Exhibit 3(c)**
Transmission and Distribution Service Charges for Town of Winterville

Notes to Summary

Note [1] Metering, Billing, and Accounting Costs

Dept.	Description	Cost/ Hour ^[1]	Hours	Times/ Year	Annual Cost	Dept. Ovrhead. ^[1]	Fund Ovrhead. ^[2]	Total
Meter	Collect Data (POD1,2)	\$ 72.56	1.00	12	\$ 870.77	\$ 512.29	\$ 791.53	\$ 2,174.58
	<i>Meter Supervisor</i>	38.28						
	<i>Meter Crew Leader</i>	29.29						
	<i>Truck</i>	4.00						
	<i>Laptop PC</i>	1.00						
Meter	Download Data to Network	\$ 30.29	0.50	12	181.73	106.91	165.19	453.83
	<i>Meter Crew Leader</i>	29.29						
	<i>Laptop PC</i>	1.00						
Meter	Testing of Meters	\$ 53.00	3.00	1.0	159.01	93.55	144.54	397.10
	<i>Meter Service Worker</i>	26.50						
	<i>Meter Service Worker</i>	26.50						
Meter	Testing Equipment	\$ 10.26	2.00	1.0	20.51	12.07	18.65	51.23
Electric	Collect Data	\$ 84.15	0.33	36.0	999.65	588.11	908.69	2,496.45
	<i>Director of Electric Systems</i>	83.15						
	<i>Desktop PC</i>	1.00						
Electric	Monitor Metered Data	\$ 84.15	0.33	36.0	999.65	588.11	908.69	2,496.45
	<i>Director of Electric Systems</i>	83.15						
	<i>Desktop PC</i>	1.00						
Electric	Analyze Metered Data ^[4]	\$ 84.15	4.00	12.0	4,039.01	2,376.22	3,671.46	10,086.69
	<i>Director of Electric Systems</i>	83.15						
	<i>Desktop PC</i>	1.00						
Billing	Preparation of Manual Bill	\$ 30.29	1.00	12	363.46	37.32	229.37	630.15
	<i>Assist. Supervisor of Billing</i>	29.29						
	<i>Desktop PC</i>	1.00						
Electric	Update Rates	\$ 59.49	8.00	1	475.94	280.00	432.63	1,188.56
	<i>Substation Engineer</i>	58.49						
	<i>Desktop PC</i>	1.00						
Total Metering, Billing, and Accounting - Annual					\$ 8,109.73	\$ 4,594.59	\$ 7,270.73	\$ 19,975.05
Metering, Billing, and Accounting - Monthly Charge:								\$ 1,665

^[1] Billing Department Overhead: 10.27%
 Electric Department Overhead: 58.83%

^[2] Electric Fund Overhead 57.23%
^[3] Includes Fringe Benefits 40%

^[4] Analysis of three GUC PODs to determine transmission peak hour, determination of on-peak and off-peak hourly energy use adjusted for losses for each POD, reconciliation with CP&L/NCEMPA of GUC billing, and calculation of bill to Winterville.

Greenville Utilities Commission Exhibit 3(d)
Transmission and Distribution Service Charges for Town of Winterville

Notes to Summary

Dept.	Description	Cost/ Unit	Annual Cost	Dept. Ovrhead. ^[1]	Total	Fund Ovrhead. ^[2]	Total
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Note [2] Communications Reimbursement

<i>No longer applicable.</i>	Communications Reimbursement - Monthly: \$ -
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Note [3] System Loss Monitoring

<i>Not applied.</i>	System Loss Monitoring - Monthly Charge: \$ -
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^[1] Metering and Billing Department Overhead: 10.27%
Electric Department Overhead: 58.83%
^[2] Electric Fund Overhead 57.23%

**Greenville Utilities Commission
Transmission and Distribution Service Charges for Town of Winterville**

Exhibit 3(e)

Schedule of Fixed Assets

	As of June 30, 2007		As of June 30, 2006		Fiscal Year
	Cost	Accumulated Depreciation	Cost	Accumulated Depreciation	Annual Depreciation
Distribution					
Overhead Services	\$ 14,402,448.30	\$ 9,998,380.86	\$ 13,737,971.86	\$ 9,561,289.30	\$ 437,091.56
Distribution Lines	18,007,274.97	14,168,944.24	17,616,725.36	13,745,353.41	423,590.83
Commercial Underground	25,283,814.71	12,152,894.46	23,355,661.19	11,282,704.58	870,189.88
Residential Underground	40,583,796.47	17,232,074.73	36,942,765.43	15,724,029.84	1,508,044.89
Industrial Underground	3,438,362.12	1,453,956.35	2,820,915.91	1,319,552.37	134,403.98
Generation Program	4,773,257.21	4,773,252.20	4,773,257.21	4,295,926.56	477,325.64
Load Management	5,999,398.51	5,422,576.91	5,881,088.21	5,219,886.85	202,690.06
Area Lights	5,107,950.44	2,343,539.93	4,715,151.40	2,107,792.33	235,747.60
Street Lights	2,223,848.45	1,390,248.58	2,115,228.98	1,305,774.05	84,474.53
Distribution Substations	21,749,706.96	14,381,223.61	21,547,078.28	13,702,802.47	678,421.14
Subtransmission Lines	117,890.74	20,010.05	117,890.74	14,115.50	5,894.55
Subtransmission Substation	9,298.35	1,661.16	9,298.35	1,289.22	371.94
	\$ 141,697,047.23	\$ 83,338,763.08	\$ 133,633,032.92	\$ 78,280,516.48	\$ 5,058,246.60
Transmission					
Transmission Lines	\$ 9,512,727.51	\$ 7,938,409.79	\$ 9,094,334.00	\$ 7,771,182.41	\$ 167,227.38
Transmission Substation	10,869,731.11	5,323,532.93	10,869,731.11	4,889,843.66	433,689.27
	\$ 20,382,458.62	\$ 13,261,942.72	\$ 19,964,065.11	\$ 12,661,026.07	\$ 600,916.65
Total Trans. and Dist.	\$ 162,079,505.85	\$ 96,600,705.80	\$ 153,597,098.03	\$ 90,941,542.55	\$ 5,659,163.25
Land					
Land	\$ 1,023,830.97	\$ -	\$ 1,023,830.97	\$ -	\$ -
Land Improvements	189,534.55	189,534.55	189,534.55	189,534.55	-
	\$ 1,213,365.52	\$ 189,534.55	\$ 1,213,365.52	\$ 189,534.55	\$ -
General Plant					
Automotive Equipment	3,842,125.38	3,538,682.77	\$ 3,712,498.35	\$ 3,286,638.87	266,611.01
Building and Structures/Op Cntr	3,460,892.01	1,931,893.22	3,359,455.95	1,833,857.44	98,035.78
Communication Equipment	1,008,708.86	832,100.11	1,008,708.86	780,303.74	51,796.37
Computer Equipment	3,209,108.29	3,010,286.50	3,114,012.63	2,820,699.42	189,587.08
Engineering Equipment	2,500.00	2,500.00	2,500.00	2,250.00	250.00
Express Office	145,122.42	21,637.06	145,122.42	17,239.40	4,397.66
Fiber Optics	1,010,104.17	204,986.07	960,082.80	154,480.83	50,505.24
Geographical Information Sys	937,475.29	281,242.59	937,475.29	187,495.06	93,747.53
Machinery and Equipment	62,637.01	62,637.01	62,637.01	62,637.01	-
Main Office Greene Street	1,568,431.47	139,943.81	1,568,431.47	92,415.57	47,528.24
Miscellaneous Equipment	1,907,261.13	1,647,284.50	1,728,289.11	1,572,085.54	126,160.32
Office Building	-	-	-	-	-
Office Equipment	82,792.51	62,850.35	74,126.11	56,283.84	6,566.51
Tan Delta Test Set	-	-	-	-	-
	\$ 17,237,158.54	\$ 11,736,043.99	\$ 16,673,340.00	\$ 10,866,386.72	\$ 935,185.74
Total	\$ 180,530,029.91	\$ 108,526,284.34	\$ 171,483,803.55	\$ 101,997,463.82	\$ 6,594,348.99

EXHIBIT 4

THREE-PARTY METERING AGREEMENT AMONG CAROLINA POWER & LIGHT COMPANY, GREENVILLE UTILITIES COMMISSION AND THE TOWN OF WINTERVILLE

This **Three-Party Metering Agreement** is made and entered into as of this _____ day of _____, 2008, by and among CAROLINA POWER AND LIGHT COMPANY, doing business as Progress Energy Carolinas, Inc. (“Progress”), an integrated electric utility company providing retail and wholesale service in the states of North Carolina and South Carolina; GREENVILLE UTILITIES COMMISSION (“GUC”), an agency of the City of Greenville, North Carolina, a municipal corporation organized pursuant to the laws of the State of North Carolina; and the TOWN OF WINTERVILLE (“Winterville”), a municipal corporation organized pursuant to the laws of the State of North Carolina.

RECITALS

WHEREAS, GUC owns and operates a municipal electric transmission and distribution system that it uses in providing retail electric service to consumers in and around the City of Greenville, and that is connected to Winterville’s electric distribution system and to the system of Progress at 230 kV at several locations in and near the City of Greenville; and

WHEREAS, Winterville owns and operates a municipal electric distribution system through which it provides retail electric service to consumers in and around the Town of Winterville, North Carolina; and

WHEREAS, Winterville has entered into agreements with Progress pursuant to which Winterville will purchase all of its electric power supply requirements from Progress under a long term Agreement beginning on March 1, 2008 (“Power Supply and Coordination Agreement”) and with Progress pursuant to which Progress will deliver such electric power and energy for Winterville’s account to the points of interconnection between GUC and Progress (collectively, the “Progress Agreements”) for the same long term period; and

WHEREAS, Winterville and GUC have entered into the Transmission and Delivery Services Agreement effectively dated February 29, 2008 (“TDSA”), which establishes rates, terms and conditions for GUC’s receipt from Progress, and transmission and delivery to Winterville, of capacity and energy provided under the Progress Agreements; and

WHEREAS, the Parties desire to state their understandings and agreement with respect to the ownership, operation and maintenance of metering equipment, and the provision and use of metered data, in connection with the following arrangements among Progress, Winterville and GUC.

NOW, THEREFORE, Progress, GUC and Winterville agree as follows:

I. DEFINITIONS

A. Delivery Points shall mean the terminals on the high-voltage side of transformation facilities or the source side of the meter CTs at locations of same voltage connections where the Winterville system is connected to the GUC system. The delivery point locations are identified on Attachment A to this Agreement. The Parties

agree to modify or add new delivery points as necessary with the mutual consent of all Parties..

B. Delivery Point Metering Facilities shall refer generally to the equipment used to measure instantaneous and/or time-interval quantities of electrical energy delivered to Winterville at the Delivery Points, including, but not limited to: ammeters and wattmeters; metering transformers (current and potential); analog to digital converters and pulse generators; remote terminal units and telecommunications facilities used to access metering data; devices used to record metering data and to transmit stored data; and equipment and materials used to connect and support meters and associated equipment (such as metering-related conductors and conduit, cabinets; structures and poles, fuses, breakers and switches).

C. NCEMPA shall mean North Carolina Eastern Municipal Power Agency, or any entity acting on its behalf.

D. Point of Receipt shall mean the points of interconnection between the GUC system and the Progress system.

E. Parties shall collectively refer to Progress, Winterville and GUC, and Party shall refer to any one of the Parties.

II. RESPONSIBILITY FOR PROVIDING THE DELIVERY POINT METERING FACILITIES

A. GUC-Provided Facilities

Other than as specified in Section II.B, GUC shall provide, own and operate all Delivery Point Metering Facilities. GUC will make available to Progress, at GUC's own cost, an appropriate connection to GUC-owned current and potential transformers, as

needed for operation of the Progress-owned components of the Delivery Point Metering Facilities described in Section II.B. The GUC-owned meters in place at the Delivery Points as of the date hereof shall remain in place to be available for use as backup facilities. GUC shall be responsible for installing, owning and operating any other Delivery Point Metering Facilities as may be necessary for implementing the TDSA.

B. Progress-Provided Facilities

Progress shall install, own and operate at its own cost components of the Delivery Point Metering Facilities, including recording meters and associated devices located in the Delivery Point Metering Facilities provided by GUC. The Progress recording meters will be the primary source of all demand and energy values at the Delivery Points used for billing purposes under the Progress Agreements and the TDSA, with appropriate adjustment for losses. In addition, Progress shall install and own or lease at its own cost a telephone line and associated equipment for its recording meters located at each of the Delivery Points for remote access to metered data via meter dial-up. Progress shall be responsible for installing, owning and operating at its own cost any other Delivery Point Metering Facilities as may be necessary for implementing the Network Integration Transmission Service Agreement entered into between Progress and Winterville pursuant to CP&L's Open Access Transmission Tariff.

III. RESPONSIBILITY FOR MAINTAINING THE DELIVERY POINT METERING FACILITIES

Each Party shall be responsible for maintaining, in accordance with Good Utility Practice, any Delivery Point Metering Facilities owned by such Party. Each Party shall keep and maintain, for at least three years, its records of maintenance activities performed in connection with the Delivery Point Metering Facilities subject to this Agreement.

IV. RESPONSIBILITY FOR OBTAINING OR PROVIDING METERED DATA

Progress and GUC shall be individually responsible for obtaining, through electronic polling or other means, the metered data that each Party requires in order to administer its agreement(s) with Winterville. Progress shall make metered data available to GUC and Winterville for such purpose in accordance with Sections IV.A and IV.B.

A. Real-Time Data

Progress shall provide to GUC, at Progress' own cost, electronic pulses from its meters for GUC's SCADA system at each of the Delivery Points. Such pulses shall communicate Winterville's real-time demand, energy (i.e., real) and reactive power requirements. GUC shall be responsible for installing any equipment needed to obtain, convert and transmit such pulses for use by its SCADA system or for any other permitted purpose. Upon reasonable request, GUC may obtain from Progress a written translation of all interval data recorded by Progress from its meters at the Delivery Points.

B. Recorded Data

Progress shall provide GUC and Winterville with dial-up access (or equivalent remote access) to recorded data stored by the Progress-owned metering equipment at the Delivery Points. GUC and Winterville shall have the right to access and download such recorded data at any time, for any appropriate purpose.

V. USE OF METERED DATA

GUC shall use the demand and energy values recorded by and obtained from the Delivery Point Metering Facilities, as adjusted for losses, for purposes of determining charges pursuant to the terms of the TDSA. Progress shall use the demand and energy values recorded by and obtained from the Delivery Point Metering Facilities, as adjusted

for losses, for purposes of determining (i) charges to Winterville pursuant to the Progress Agreements, and (ii) GUC's demand and energy requirements under Progress' agreements with NCEMPA. All such values used for billing purposes under the Progress Agreements, the TDSA and agreements between Progress and NCEMPA shall be determined on a consistent basis, with the objective that the loss-adjusted demand and energy values used for billing purposes will not, individually or collectively, result in excessive or deficient recovery of costs by any Party.

VI. ADDITIONAL METERS AND CHECK METERS

Winterville may install (or permit others to install) additional meters or check meters on premises owned by Winterville at the Delivery Points. Any such additional or check meters shall be located and configured so as not to interfere with or otherwise affect the operation of the Progress or GUC metering equipment.

VII. ACCESS TO THE DELIVERY POINT METERING FACILITIES AND PREMISES

A. Access

Each Party shall have all reasonable access to the other Parties' Delivery Point Metering Facilities and the premises upon which those facilities are located for the purposes of installing, inspecting, repairing, maintaining and reading such Delivery Point Metering Facilities; provided that no Party may install, repair, maintain or otherwise modify any other Party's facilities in any manner, or conduct any inspection of such facilities requiring the opening of such Party's cabinets or equipment housings, without such Party's express consent (which consent shall not be unreasonably withheld).

B. Liability and Indemnification

Any loss, claim, injury or damage arising from exercise of a right of access provided for hereunder shall be governed by the liability and indemnification provisions of the Progress Agreements (as between Winterville and Progress) or the TDSA (as between Winterville and GUC), as applicable.

C. Liability and Indemnification (GUC and Progress)

GUC and Progress each shall be solely responsible for the construction, operation and maintenance of its own Delivery Point Metering Facilities. GUC agrees to indemnify and save harmless Progress, its agents and employees from and against all loss or expense (including prudently incurred costs and reasonable attorney's fees) by reason of any liability imposed by law for damages, fines or penalties because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, including employees of Progress, or on account of damage to property, including loss of use thereof, arising out of or as a consequence of activities performed by GUC, its agents or employees pursuant to this Agreement; provided, however, this indemnity excepts and does not cover such injury to persons or damage to property if and to the extent such injury or damage is attributable to the negligence of Progress, its agents or employees. Progress agrees to indemnify and save harmless GUC, its agents and employees from and against all loss or expense (including prudently incurred costs and reasonable attorney's fees) by reason of any liability imposed by law for damages, fines or penalties because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, including employees of GUC, or on account of damage to property, including loss of use thereof, arising out of or as a consequence of activities performed by Progress,

its agents or employees pursuant to this Agreement; provided, however, this indemnity excepts and does not cover such injury to persons or damage to property if and to the extent such injury or damage is attributable to the negligence of GUC, its agents or employees.

VIII. METER TESTS

At regular intervals consistent with its normal operating practices, each Party shall test the accuracy of the Delivery Point Metering Facilities that it owns. Any Party shall have the right to request a test of Delivery Point Metering Facilities owned by another Party at any time and may have a representative present at the time of any such test. A Party that requests a test of another Party's metering equipment shall reimburse the other Party for the cost of any test that it requests that is less than twelve (12) months from the last prior test and that does not indicate a problem or defect causing inaccuracy in metered values that exceeds the amount set forth in Article IX.

IX. METERING ACCURACY STANDARD AND CORRECTION OF CHARGES

A. Accuracy Standard

The Delivery Point Metering Facilities shall be accurate to within $\pm 1.0\%$. Compliance with the accuracy standard shall be established through meter testing procedures promulgated by the IEEE Standards Association or other meter-testing protocol generally recognized and accepted in the electric utility industry.

B. Correction of Charges

In the event that the Delivery Point Metering Facilities are found, upon testing, to be inaccurate by more than $\pm 1.0\%$, GUC and Progress shall (unless otherwise agreed by the Parties in writing) correct the readings and adjust on a consistent basis the charges

rendered under the Progress Agreements, the TDSA, and any agreements between Progress and NCEMPA affected by the inaccuracy. Such adjustments shall be for the period during which such readings and charges are determined to have been affected by the inaccuracy. Any refunds or additional charges rendered to any Party as a result of the correction of such metering inaccuracy shall bear interest calculated at the rate set forth in Section 35.19a (a)(2)(iii) of the Federal Energy Regulatory Commission's regulations (18 C.F.R. § 35.19a(a)(2)(iii)).

Notwithstanding any provision hereof, neither GUC nor Progress shall have any financial responsibility or obligation with respect to billing errors arising from the inaccuracy of metering equipment owned or operated by the other owner of Delivery Point Metering Facilities, by Winterville, or by any other entity.

X. FAILURE OF METERING

A. Estimation of Demand and Energy Values

In the event of a failure of the Delivery Point Metering Facilities rendering demand and/or energy values to be unavailable, the Parties shall attempt to reach agreement on the estimated values for billing purposes using the following procedures.

- (i) The Parties shall review GUC's backup meters and Winterville's backup meters at the Delivery Point.
- (ii) The Parties shall review GUC SCADA system readings of the pulses received from the Progress Meters.
- (iii) The Parties shall review GUC's and Winterville's data from the meters on the transmission and distribution feeders and the information from the GUC SCADA system in order to estimate the pertinent meter readings for the period affected by the metering failure.
- (iv) If the review of Items (i), (ii), and (iii) does not establish the amount of service provided during the metering failure adequately, the Parties shall review the wholesale meter records for periods in which customer loads are believed to have been comparable.

- (v) When measurement is made at any location other than a Delivery Point, adjustment for losses between the point of measurement and the Delivery Point will be applied, as appropriate.

B. Inability to Reach Agreement on Estimated Values

If the Parties are unable to reach agreement on the estimated values to be used for billing purposes, any Party shall be entitled to exercise the rights accorded to it pursuant to the TDSA and the Progress Agreements to obtain resolution of disputed billing matters.

XI. DISPOSITION OF DELIVERY POINT METERING FACILITIES FOLLOWING TERMINATION OF THE POWER SUPPLY AND COORDINATION AGREEMENT

Upon the termination of the Power Supply and Coordination Agreement, if the Progress-owned Delivery Point Metering Facilities are no longer needed to administer a successor arrangement in which Progress is a billing party, Progress shall: (i) offer the Progress-owned Delivery Point Metering Facilities for purchase by GUC at a price reflecting the original cost of the facilities less depreciation; or (ii) remove such facilities and restore the remaining facilities to operational condition at its own cost.

XII. AMENDMENTS

A. Amendments to Accommodate NCEMPA

In the event that NCEMPA informs any of the Parties that it desires to install, own and/or operate telemetering equipment to measure deliveries to Winterville on a real-time basis in order to enable NCEMPA to administer its power supply arrangements with GUC, the Parties shall negotiate appropriate amendments to this Agreement, including amendments that specify that Winterville will reimburse GUC for any costs that NCEMPA assigns to GUC in connection with such telemetering equipment.

B. Amendments to Reflect Service Provided under an Open Access Transmission Tariff

If either GUC or NCEMPA obtains transmission service from Progress, or from a Regional Transmission Organization or other similar regional entity that operates the transmission system of Progress, pursuant to an Open Access Transmission Tariff, the Parties shall negotiate such amendments to this Agreement as may be necessary to accommodate such Open Access Transmission Service; provided, however, any such amendments shall not modify the obligations of the Parties with respect to expenditures made or costs incurred pursuant to this Agreement prior to the date on which the Open Access Transmission Service begins.

IN WITNESS WHEREOF, Progress, GUC and Winterville have, on the date first above written, caused this Three-Party Metering Agreement to be executed by their respective representatives, each of which has full authority to bind its principal to the terms hereof.

GREENVILLE UTILITIES COMMISSION

By: Ronald D. Elks

Ronald D. Elks
General Manager, CEO

Date: 4-17



PROGRESS ENERGY CAROLINAS, INC.

By: Caren Anders *KRM*

Caren Anders Vice President Transmission
Operations and Planning
Carolina Power and Light Company

Date: 1/24/08

TOWN OF WINTERVILLE, NORTH CAROLINA

By: Douglas A. Jackson

Honorable Douglas A. Jackson
Mayor

Date: 3-26-08

Approved as to Form:

Phillip R. Dixon
PHILLIP R. DIXON
Commission Attorney

Attachment A

Description of Delivery Points between GUC and the Town of Winterville

WINTERVILLE DELIVERY POINT DATA SHEET
Delivery Point # 1

1. **Name of Delivery Point:** Railroad St
2. **Effective Date:** circa 1980
3. **Location of Delivery Point:** Along Railroad St., approximately 300 feet south of Vernon White Rd. in Winterville.
4. **Point of Connection** The point at which GUC's 12.47 kV electrical conductors connect with the Winterville 12.47 kV electrical conductors.
5. **Delivery Voltage:** 12.47 kV , Three phase: 3 Wires
6. **Meter Voltage:** 12.47 kV
7. **Facilities owned by Greenville Utilities Commission dedicated to this service:**
GUC owns the 12.47 kV circuit from GUC's Winterville 115-12.47 kV substation to the Railroad St. delivery point; the metering CTs and PTs and the meter base located at the delivery point.
8. **Meter Facilities owned by Progress Energy:**
Progress Energy shall install, own and operate the recording meters and associated devices at the delivery point. At the inception of this service, the Progress Energy meters will utilize the preexisting GUC CTs and PTs as well as the GUC meter base. Progress Energy shall install and own or lease a telephone line and associated equipment for remote access to meter data.
9. **Special Facilities and conditions of Service:**
This delivery point is a backup delivery point and shall be limited to 15 MW of load without prior approval of GUC.

GREENVILLE UTILITIES COMMISSION

Date Signed: 4-17-08



Ronald P. Ellis
General Manager/CEO

PROGRESS ENERGY

Date Signed: 1/24/08

By: Cee B Clee

Title: VP, Transmission Cops & Planning

TOWN OF WINTERVILLE

Date Signed: 3/26/08

By: Douglas A. Jackson

Title: Mayor

WINTERVILLE DELIVERY POINT DATA SHEET
Delivery Point # 2

1. **Name of Delivery Point:** Old Tar Road Substation
2. **Effective Date:** 04/18/2001
3. **Location of Delivery Point:** At the Winterville 34.5-12.47 kV substation on Old Tar Rd. in Winterville
4. **Point of Connection:** The incoming 34.5 kV terminals to the Winterville Old Tar Road Substation.
5. **Delivery Voltage:** 34.5 kV , Three phase: 3 Wires
6. **Meter Voltage:** 12.47 kV
7. **Facilities owned by Greenville Utilities Commission dedicated to this service:**
GUC owns the SCADA Remote Terminal Unit and related facilities located at the Old Tar Rd. substation, the metering CTs and PTs and the meter base located at the delivery point; as well as the jumpers and related facilities dedicated to the Winterville service.
8. **Meter Facilities owned by Progress Energy:**
Progress Energy shall install, own and operate the recording meters and associated devices at the delivery point, Progress Energy shall install and own or lease a telephone line and associated equipment for remote access to meter data.
9. **Special Facilities and conditions of Service:**

GREENVILLE UTILITIES COMMISSION

Date Signed:

4-17-08



Ronald L. Elbe
General Manager/CEO

PROGRESS ENERGY

Date Signed:

1/24/08

By:

Cee B. Clee

Title:

VP, Trans. Ops + Planning

TOWN OF WINTERVILLE

Date Signed:

3/26/08

By:

Arufor A. Jackson

Title:

Mayor

Exhibit 5

I. FUTURE DELIVERY POINTS AND ADDITIONAL DELIVERY FACILITIES

A. Winterville 115 kV Interconnection

Winterville plans to request an interconnection with the GUC 115 kV transmission system at a new delivery point to be constructed at the intersection of Railroad Street and Vernon White Road, Winterville, NC (hereinafter, the "115 kV Interconnection"). With respect to the 115 kV Interconnection, the Parties agree as follows:

1. Change in Designation of Delivery Points

If Winterville places into service the 115 kV Interconnection, (i) that point of interconnection shall, on and after commencement of its operation, become the Primary Point of Delivery for all purposes pursuant to this TDSA-II, and Section I (J) shall be deemed to be amended to reflect such designation, (ii) the 34.5 kV point of connection that is currently designated the Primary Point of Delivery shall, on and after the commencement of operation of the 115 kV Interconnection, become the Secondary Point of Delivery for all purposes pursuant to this TDSA-II, and Section I (L) shall be deemed to be amended to reflect such changed designation; and (iii) the 12.47 kV point of connection that is currently designated the Secondary Point of Delivery shall, upon the commencement of operation of the 115 kV Interconnection or as soon as practicable thereafter, be deenergized and permanently removed from service.

2. Design and Construction

GUC shall be responsible for all design, procurement, engineering and construction activities related to the placing into service of the 115 kV Interconnection. GUC shall bear this

responsibility and shall own the 115 kV Interconnection (or any portion thereof). All facilities constructed for this purpose shall be designed and built in accordance with Good Utility Practice.

3. Cost Responsibility

(a) The monthly charges to Winterville shall include the GUC investment in these dedicated delivery facilities. This will include all costs incurred in connection with the design, engineering, procurement and construction of the 115 kV Interconnection (including, but not limited to, costs of a tap connection to the GUC 115 kV transmission system, a radial transmission line from the tap point to the planned Winterville 115 kV substation, step-down transformer(s), switching and protection facilities, metering and telemetering facilities, land and rights-of-way) as may be necessary to place into service the 115 kV Interconnection. In the event that Winterville terminates service from GUC , any otherwise unrecoverable cost of these facilities can be recovered from Winterville as provided for in Section VII(E)(2) of TDSA-II.

(b) Winterville shall be responsible, and shall bear directly or reimburse GUC, for such costs of reconfiguring existing GUC facilities as may be necessary to place into service the 115 kV Interconnection and to utilize the existing 34.5 KV connection as the Secondary Point of Delivery on and after the date on which the 115 kV Interconnection is placed into service. If any facilities at the 34.5 kV point of connection are rendered obsolete or surplus by the placing into service of the 115 kV Interconnection, Winterville shall reimburse GUC for any GUC investment in such facilities that has not been fully recovered or otherwise amortized by GUC as of the date on which the 115 kV Interconnection is placed into service.

(c) Winterville shall reimburse GUC for any GUC investment in facilities at the existing 12.4 KV point of connection that has not been fully recovered or

otherwise amortized by GUC as of the date on which the 12.47 KV interconnection is removed from service.

(d) Winterville shall reimburse GUC for all fixed costs (such as return on invested capital, depreciation expense, and other fixed costs); costs of allocated General Plant; costs of operation and maintenance; administrative and general costs; taxes or other governmental charges paid by GUC; payments in lieu of taxes (if any); and all other reasonable costs attributable to services from the addition of these new delivery facilities.

4. Amendment of Three-Party Metering Agreement

The placing into service of the 115 kV Interconnection will require modifications to the Three-Party Metering Agreement among GUC, Winterville and PROGRESS to establish the necessary changes to the existing metering arrangements. Winterville's right to utilize the 115 kV Interconnection is expressly conditioned upon: (i) the execution of a mutually agreeable amendment to the Three-Party Metering Agreement setting forth the required changes to the metering arrangements among GUC, Winterville and PROGRESS; or (ii) the establishment of revised terms for the Three-Party Metering Agreement in a final, non-appealable order issued by a regulatory agency having the jurisdiction and authority to establish those terms.

B. Additional Transmission and Delivery Facilities

The Parties acknowledge that, during the term of this TDSA-II, the construction or reconfiguration of transmission and/or delivery facilities other than those related to the 115 kV Interconnection ("Additional New Facilities") may be required in connection with the provision of Transmission and Delivery Services by GUC. In such event, the following provisions shall apply:

1. GUC shall be responsible for all design, procurement, engineering and construction activities related to the Additional New Facilities. GUC shall bear this responsibility and shall own the Additional New Facilities (or any portion thereof), regardless of whether GUC or Winterville provides the funding. Additional New Facilities shall be designed and built in accordance with Good Utility Practice.

2. The monthly charges to Winterville shall include the GUC investment in these dedicated delivery facilities or the allocated portion of system facilities. This will include all costs incurred in connection with the design, engineering, procurement and construction of Additional New Facilities

3. If the placing into service of Additional New Facilities requires an amendment to the Three-Party Metering Agreement in order to establish the necessary modifications to the metering arrangements among GUC, Winterville and PROGRESS, then Winterville's right to utilize the Additional New Facilities shall be conditioned upon: (i) the execution of a mutually agreeable amendment to the Three-Party Metering Agreement setting forth the required changes to the metering arrangements; or (ii) the establishment of revised terms for the Three-Party Metering Agreement in a final, non-appealable order issued by a regulatory agency having the jurisdiction and authority to establish those terms.