

Mayor
Melinda Bales

Mayor Pro Tem
Stacy Phillips

Commissioners
Dan Boone
Rob Kidwell
Amber Kovacs
Lance Munger
Derek Partee



Town Manager
Anthony Roberts

Deputy Town Manager
Jackie Huffman

Assistant Town Manager
Bobby Williams

Town Attorney
Emily Sloop

Town Clerk
Janet Pierson

AGENDA
Regular Town Board Meeting
August 21, 2023 - 6:00 PM
TOWN HALL (101 Huntersville-Concord Road)

Live Stream available via YouTube
@townofhuntersvillenc28078

- 1. Pre-meeting - None**
- 2. Call to Order**
- 3. Invocation/ Moment of Silence**
- 4. Pledge of Allegiance**
- 5. Staff Questions**
- 6. Public Comments, Requests, or Presentations**
 - 6.A. National Women's Equality Day Proclamation. *(Mayor Melinda Bales)*
 - 6.B. Centralina Regional Council Housing Preservation Initiative Grant. *(Christina Danis, Director of Community Economic Development)*
- 7. Agenda Changes/Adoption of Agenda**
- 8. Consent Agenda**
 - 8.A. Approve the minutes of the July 17, 2023 Regular Town Board Meeting. *(Janet Pierson)*
 - 8.B. Approve budget amendment appropriating \$2,044,344 from General Fund balance and \$511,086 from Mecklenburg County to Fire Station Land for purchase of land on Ramah Church Road for Fire Station #5 and a neighborhood park. *(Jackie Huffman)*

- 8.C. Approve revisions to Social Media Policy For Elected and Appointed Officials. (*Emily Sloop*)

9. Public Hearings

10. Other Business

- 10.A. Consider decision on Petition #R23-01, Foundry - Everette Keith Road, a request by Foundry Commercial, LLC to rezone +/- 59.66-acres generally located east of Everette Keith Road and south of Hambight Road from existing Transitional Residential to Corporate Business - Conditional District for approximately 750,000 sq. ft. of light industrial space. (*David Peete*)
- 10.B. Consider decision on Petition #TA23-01 Street Trees, a request by the Town of Huntersville Planning Department in cooperation with the Engineering and Public Works Departments to amend Articles 7.7, 5.5, and 12 of the Zoning Ordinance to provide options for developers to reduce impacts caused by street trees while meeting the guidelines of the Huntersville 2040 Community Plan and the intent of the Zoning Ordinance. (*Lauren Speight*)
- 10.C. Adopt Ordinance of the Board of Commissioners of the Town of Huntersville Determining that it is in the Best Interest of the Town of Huntersville to Approve the Power Purchase Agreement By and Between North Carolina Municipal Power Agency No. 1 (NCMPA1) and Central Electric Power Cooperative, Inc. to Consent to the Transactions Contemplated Thereby, and to Approve and Authorize the Execution and Delivery of, Among Other Documents, An Amendment to the Project Power Sales Agreement with NCMPA1. (*Emily Sloop, David Lucore*)

11. Mayor and Commissioner Reports/Closing Comments

12. Closed Session

- 12.A. Closed session pursuant to NCGS 143-318.11(a)(6) to consider the qualifications, competence, and performance of an employee.

13. Adjourn

GENERAL MEETING INFORMATION

Town Board:

The Town of Huntersville Mayor and Board of Commissioners are elected for two-year terms. Huntersville operates under the council-manager form of government, which establishes the Town's policies that are carried out by the Town Manager and staff. For more information visit www.huntersville.org.

Meeting Time, Place and Agenda:

All meetings of the Board are open to the public and the public is invited and encouraged to attend. The Board meets in the Town Hall at 6:00 p.m. on the first and third Monday of each month (unless otherwise posted). Agendas are published Thursdays before the meeting on our website. The Board reserves the right to deviate from the agenda.

Public Comment and Public Hearing Policy:

Persons desiring to address the Board during the public comment period or a public hearing shall sign up via the speaker sign-up sheet prior to the beginning of the meeting. Once the meeting has begun, a person may not sign up to speak. Persons who have signed up to speak shall be allowed to speak for up to three (3) minutes. The Mayor shall have the discretion to shorten the allotted speaking time depending on the number persons registered to speak and in consideration of the length of the agenda. (Public Comment and Public Hearing Policy - Adopted April 19th 2021)

Special Accommodations:

Anyone needing special accommodations when attending this meeting and/or if this information is needed in an alternative format please contact the Town Clerk. The Clerk can be reached by phone or fax: 704-875-6541, email: clerk@huntersville.org or at 101 Huntersville-Concord Rd, Huntersville, NC 28078. We request at least 72-hours' notice prior to the meeting to make the appropriate arrangements.

**Town of Huntersville
Town Board
August 21, 2023**

To: Town Board

From: Melinda Bales, Mayor

Date: August 21, 2023

Subject: Proclamation for National Women's Equality Day

EXPLAIN REQUEST:

Present proclamation National Women's Equality Day.

ACTION RECOMMENDED:

None

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Womens Equality Day Proclamation - DRAFT



A Proclamation for National Women's Equality Day

WHEREAS, On August 26, 1920, after decades of hard-fought advocacy, women won the right to vote, and our Nation moved one step closer to living out our sacred ideal that all people are created equal. On Women's Equality Day, we honor the movement for universal suffrage that led to the 19th Amendment, celebrate the progress of women over the years, and renew our commitment to advancing gender equity and protecting women's rights; and

WHEREAS, With the ratification of the 19th Amendment, millions of women across the country were finally able to make their voices heard in our elections. Yet many women of color who helped lead the universal suffrage movement were effectively denied those rights until the Voting Rights Act passed 45 years later. Today, the struggle to ensure that every American can cast their ballot continues. More Americans voted in 2020 than during any election in our history, but some States are restricting this fundamental right through provisions that overwhelmingly impact people of color, low-income communities, and people with disabilities. Women are less likely to have time to vote in-person with increased caregiving demands and a disproportionate share of low-wage, inflexible work. The right to vote and to have that vote counted is essential to the future of our democracy; and

WHEREAS, Women and girls have fought for social justice and freedom throughout our history. All Americans should have the opportunity to fully participate in society — no one's rights should be denied because of their gender; and

WHEREAS, On Women's Equality Day, we celebrate the trailblazers who fought to deliver a better future for America's daughters. We recognize the work that remains to ensure that everyone can fully participate and make fundamental choices. We strive to uphold our Nation's promise of equality for all people.

NOW, THEREFORE, I, Melinda Bales, Mayor of Huntersville, do hereby proclaim August 26 "NATIONAL WOMEN'S EQUALITY DAY" in Huntersville, North Carolina.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 21 of August, 2023.

Melinda Bales, Mayor

**Town of Huntersville
Town Board
August 21, 2023**

To: Town Board

From: Bobby Williams, Assistant Town Manager

Date: August 21, 2023

Subject: Centralina Regional Council Housing Preservation Initiative Grant

EXPLAIN REQUEST:

A \$1 million grant was awarded by the U.S. Department of Housing and Urban Development (HUD) to address affordable housing preservation activities in North Mecklenburg in the towns of Cornelius, Davidson and Huntersville. The grant supports low-and moderate-income (LMI) homeowners who are elderly, disabled or veterans to benefit from home improvements that enable them to age in place in their owner - occupied single-family homes. Each town will receive \$250,000 as a reimbursement for a minimum of five single-family home rehabilitation capital projects. The presentation will include an overview of the grant and next steps from Centralina staff.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Presentation - Centralina_HUD_Housing_Grant_with_3_towns
2. Attachment_-_Housing_Preservation_Grant_Flyer



CENTRALINA
REGIONAL COUNCIL

Housing Preservation Initiative Grant

Grant Background

\$1 million grant awarded by the U.S. Department of Housing Urban Development (HUD) to address affordable housing preservation activities in North Mecklenburg in the towns of **Cornelius, Davidson and Huntersville.**

The grant supports low-and moderate-income **(LMI) homeowners** who are elderly, disabled or veterans to benefit from home improvements that enable them to age in place in their owner occupied single-family (SF) homes.

Grant Timeframe:

July 1st, 2023 – June 30th, 2025



Setting The Scene

% of Individuals Aged 65 Years and Over (total North Mecklenburg population)

Huntersville	7%
Cornelius	5%
Davidson	2%
% OF TOTAL POPULATION	14%

% of Individuals Living with a Disability (total North Mecklenburg population)

Huntersville	5%
Cornelius	2%
Davidson	1%
% OF TOTAL POPULATION	8%

% of Veterans (total North Mecklenburg population)

Huntersville	4%
Cornelius	6%
Davidson	5%
% OF TOTAL POPULATION	15%

Data source: 2021 American Community Survey (ACS) 5-Year Estimates

Economic Conditions North Mecklenburg

27% qualified
for HUD
Programs

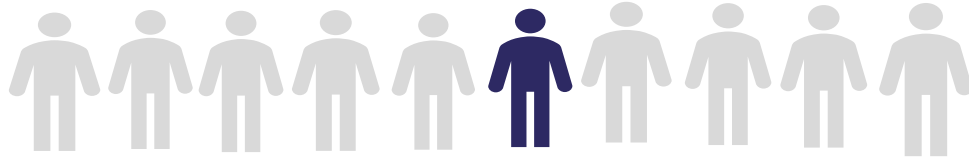
22% housing
cost burdened

45% average
housing increase
between 2019 &
2021

Data sources: HUD's 2015-2019 Consolidated Housing Affordability Strategy (CHAS) Data & 2021 American Community Survey (ACS) 5-Year Estimates

Income Disparity in North Mecklenburg

1 in 10 individuals living in North Mecklenburg earn less than \$25,000 a year



While almost 1 in 5 individuals in North Mecklenburg earn more than \$200,000 a year



Data source: 2021 American Community Survey (ACS) 5-Year Estimates

% of Individuals with Annual Income Below Poverty Level Determined by the 2021 Census

Huntersville	5%
Cornelius	7%
Davidson	6%
% OF TOTAL POPULATION	18%

Statement of Need

*“The people of District 1 continue to speak with me about the needs of vulnerable homeowners in North Mecklenburg – **older adults, veterans and disabled adults** – who are in need for financial support to make urgent repairs to their properties that **will improve their quality of life** and enable them to **age-in-place** in their communities.”*

- Mecklenburg County Commissioner Elaine Powell - District 1
(encompassing the Towns of Davidson, Cornelius and Huntersville)

Housing Preservation Initiative



Housing Conditions North Mecklenburg

30% of occupied
homes built prior
to 1980

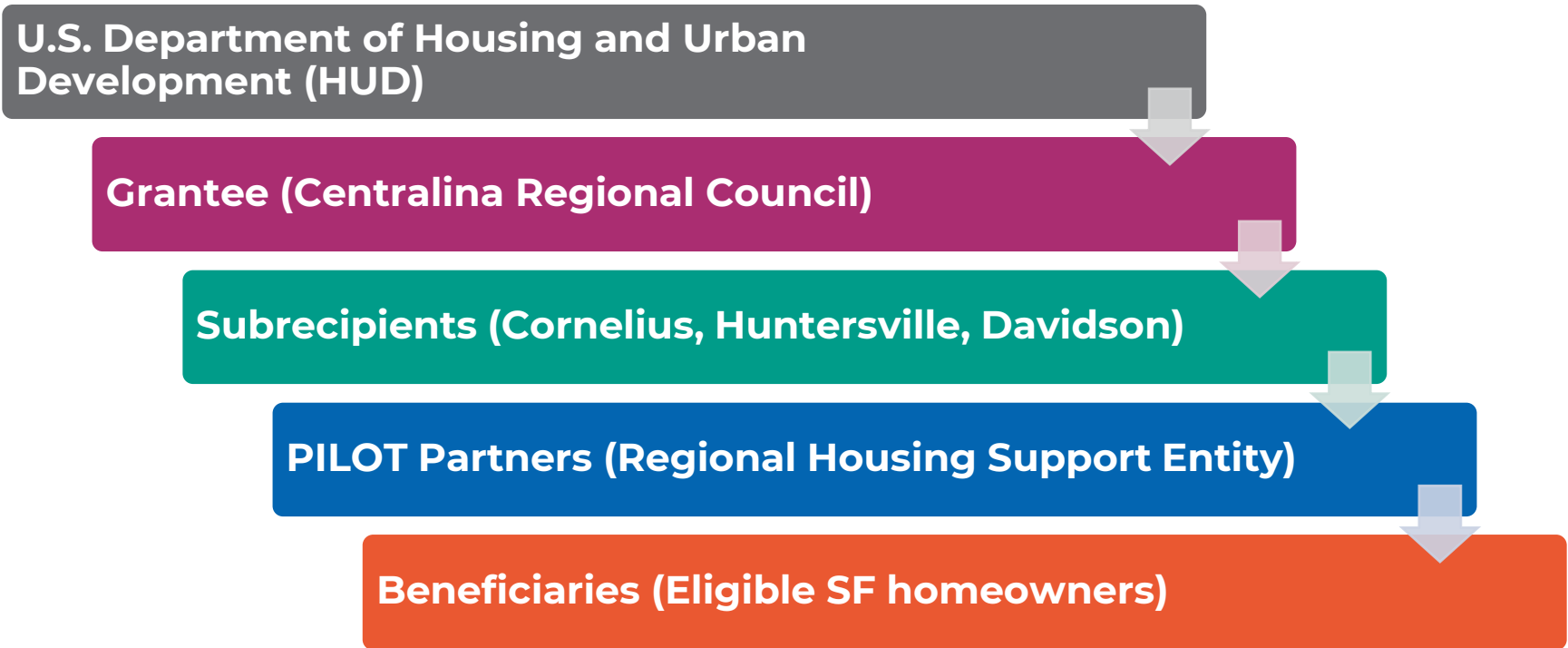
20% of households
experience
housing
problems

10% experience
severe housing
problems

Data sources: HUD's 2015-2019 Consolidated Housing Affordability Strategy (CHAS) Data & 2021 American Community Survey (ACS) 5-Year Estimates

Grant Partners

U.S. Department of Housing and Urban Development (HUD)



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graph TD; HUD[U.S. Department of Housing and Urban Development (HUD)] --> Grantee[Grantee (Centralina Regional Council)]; Grantee --> Subrecipients[Subrecipients (Cornelius, Huntersville, Davidson)]; Subrecipients --> PILOT[PILOT Partners (Regional Housing Support Entity)]; PILOT --> Beneficiaries[Beneficiaries (Eligible SF homeowners)];
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Grantee (Centralina Regional Council)

Subrecipients (Cornelius, Huntersville, Davidson)

PILOT Partners (Regional Housing Support Entity)

Beneficiaries (Eligible SF homeowners)

Why It Matters



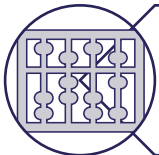
Correcting health and safety code violations



Weatherization and energy efficiency improvements

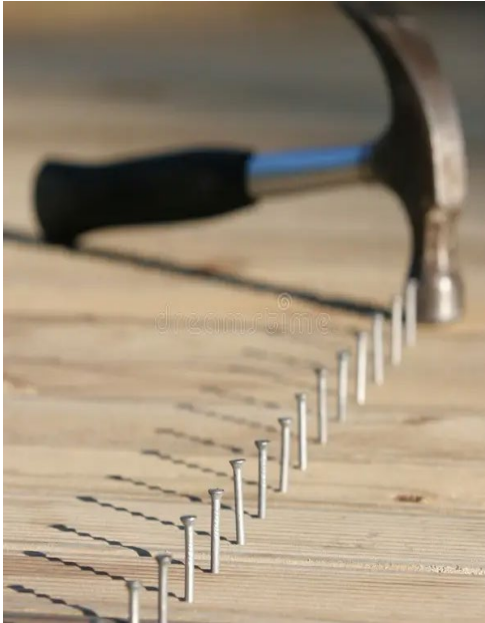


Accessibility and quality of life improvements



Supports aging-in-place and strengthens community connections

Measurable Outcomes



Housing

- # of housing units rehabilitated
- # of ADA modified/weatherized/safety improved housing units

Community

- # of low to moderate income, senior, veteran and disabled homeowners engaged in grant process
- # of total beneficiaries that receive housing support services
- # of policies and procedures developed to support regional housing PILOT partner

Resources

- # of total labor hours
- # of contractors
- # of WBE/MBE/SBE/HUB contractors
- # of local residents employed

Centralina – HUD Grantee

Grant Program administrative/management oversight, technical assistance support, & construction procurement activities

Systematic Housing Program Evaluation

- Grant administrator and program administrator between HUD, the Towns and the regional PILOT partner
- Procuring a University program evaluation contractor
- Develop recommendations and findings from HUD project study

Housing Rehabilitation Capital

- \$750,000 total rehabilitation funds will be allocated
- Each town will receive \$250,000 as a reimbursement for a minimum of five SF home rehabilitation capital projects
- Complete HUD Environmental Reviews and Procurement Requirements

PILOT Partner

Assist in the selection of program participants from the 3 towns

Assist with the program evaluation components, support the identification of barriers and provide feedback

Serve as liaison between the construction project manager, the beneficiaries, Centralina and the three North Mecklenburg Towns

Please note the PILOT partner decision is pending

Town - Subrecipient

Serve as a subrecipient for the Centralina HUD Grant and allocate reimbursable costs

Engage the community and participate with PILOT partner

Provide local housing rehabilitation support services- permits, staff, legal services, contract reviews

Agree to participate in program evaluation process

Beneficiaries

SF owner occupied households:

- HUD Low and moderate income (LMI)
- Elderly
- Veteran
- Disabled

Residents of:

- Cornelius
- Huntersville
- Davidson



Next Steps

Subrecipient - Town Board project approval



PILOT - Select eligible homeowners to receive repairs



Centralina - Environmental Reviews & Program Evaluator



Implementation



Subrecipient - Incur program cost



Subrecipient - Submit reimbursement request to Centralina

For Questions, Please Contact

Zsuzsi Kadar

*Community Economic
Development
Administrator*

zkadar@centralina.org

O: 704-688-7033

M: 980-825-2106

Christina Danis

*Community Economic
Development Director*

cdanis@centralina.org

O: 704-688-6502

North Mecklenburg County Housing Preservation Initiative



CENTRALINA
Community Economic
Development

A \$1 million grant has been awarded by the U.S. Department of Housing Urban Development (HUD) to address affordable housing preservation activities in North Mecklenburg, specifically in the towns of Cornelius, Davidson and Huntersville. The HUD grant applies to elderly, disabled and service veterans who are low- or moderate-income owner-occupied homeowners. Funds will be used during Fall 2023 through Spring 2025 for home improvement projects that will enable them to age in place in their owner-occupied single-family homes. Each town will receive \$250,000 as a reimbursement for a minimum of 5 home rehabilitation capital projects.

WHY THIS IS IMPORTANT

The need to prioritize housing preservation in these communities is backed by data focused on demographics, income disparity and economic conditions.

- **14% of the North Mecklenburg population are aged 65 or older**
- **8% of the North Mecklenburg population are living with some form of disability**
- **1 in 10 individuals in these communities earns less than \$25,000 a year**
- **1 in 5 individuals in these communities earn more than \$200,000 a year**
- **Nearly 18% of the North Mecklenburg population has an annual income below the poverty line**
- **There has been a 45% increase in housing prices in these communities between 2019 - 2021**



*"The people of District 1 continue to speak with me about the needs of vulnerable homeowners in North Mecklenburg – **older adults, veterans and disabled adults** – who are in need for financial support to make urgent repairs to their properties that **will improve their quality of life** and enable them to **age-in-place** in their communities."*

- Mecklenburg County Commissioner Elaine Powell - District 1 (encompassing the Towns of Davidson, Cornelius and Huntersville)

How Funds Will Impact These Communities



Correcting health and safety code violations



Weatherization and energy efficiency improvements

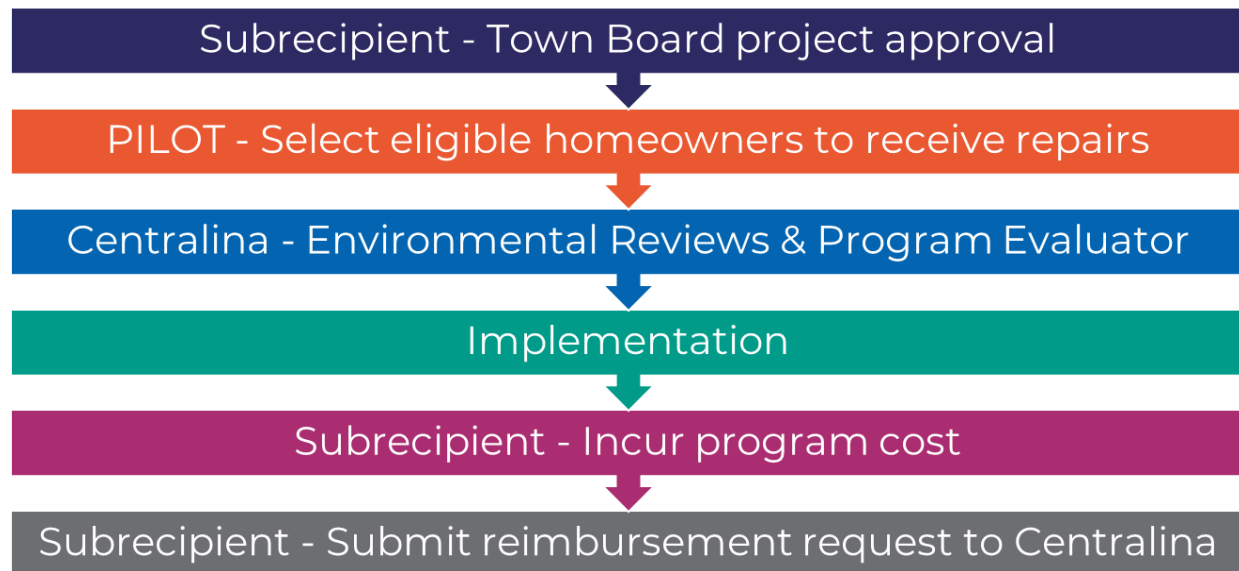


Accessibility and quality of life improvements



Supports aging-in-place and strengthens community connections

Next Steps



Questions?

Christina Danis

Community Economic Development
Director

cdanis@centralina.org

O: 704-688-6502

Zsuzsi Kadar

Community Economic Development
Administrator

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O: 704-688-7033



**Town of Huntersville
Town Board
August 21, 2023**

To: Town Board

From: Janet Pierson, Town Clerk

Date: August 21, 2023

Subject: Approval of Minutes

EXPLAIN REQUEST:

Consider approving the minutes of the July 17, 2023 Regular Town Board Meeting.

ACTION RECOMMENDED:

Approve Minutes

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Draft Minutes

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

**July 17, 2023
6:00 p.m. – Huntersville Town Hall
101 Huntersville-Concord Road**

PRE-MEETING

The Huntersville Board of Commissioners held a Pre-meeting at Huntersville Town Hall, 101 Huntersville-Concord Road, at 5:15 p.m. on July 17, 2023.

GOVERNING BODY MEMBERS PRESENT: Mayor Melinda Bales; Commissioners Dan Boone, Rob Kidwell, Amber Kovacs, Lance Munger, Derek Partee and Stacy Phillips.

Mayor Bales called the Pre-meeting to order.

Brent Green (Creech and Associates) and Tim Bender (Edifice) presented update on new Town Hall. *PowerPoint attached hereto as Exhibit No. 1.*

Mr. Bender explained the prequalification/early procurement process. If that's something the Board would like to pursue, consideration of approval to follow that process would need to be added to the agenda.

There being no further business, the Pre-meeting was adjourned.

**REGULAR MEETING
TOWN OF HUNTERSVILLE
BOARD OF COMMISSIONERS**

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall, 101 Huntersville-Concord Road, at 6:00 p.m. on July 17, 2023.

GOVERNING BODY MEMBERS PRESENT: Mayor Melinda Bales; Commissioners Dan Boone, Rob Kidwell, Amber Kovacs, Lance Munger, Derek Partee and Stacy Phillips.

Mayor Bales called the meeting to order.

Mayor Bales called for a moment of silence.

Mayor Bales led the Pledge of Allegiance.

STAFF QUESTIONS

None

PUBLIC COMMENTS, REQUESTS, OR PRESENTATIONS

Mayor Bales noted that more than 20 people signed up to speak, so comments will be limited to two minutes.

Pam Deal, 13604 Brook Line Lane, (Cindy Harris, 12716 Willow Grove Way, deferred her time), said I am not an angry or unhappy person and I enjoy going places and doing things, but I also enjoy my home and my neighborhood. I want to thank those of you who accepted my invitation or my sister's invitation to visit our homes to see our neighborhood and how our properties connect to the Westmoreland farm. You noticed our quiet neighborhood and commented on the peacefulness. We know we have been blessed for 26 years to enjoy the nature environment that surrounds us. We also knew the farm would be developed some day, but we never expected it to be zoned Highway Commercial with a hotel, conference center, retail and a lagoon, and with a cut-through connection to our small neighborhood. Huntersville's 2040 Plan was developed using taxpayer money and the time and energy of many people. Five of you were on either the Town Board or the Planning Board when it was adopted, and your names are on the plan. It's a good plan with reasonable goals and guidelines. I will paraphrase Mr. Burton who spoke at the June 20 Town meeting. If you have a plan that you don't follow, then you don't really have a plan. The developer recently sent emails asking for your input on how he should revise the plan. Here is your chance to answer him. Tell him to follow the Huntersville 2040 Plan and tell him to work with the Town's Planning Department to come up with a development that follows the rules of density and design and fits the property and is part of Huntersville. Any development on the Westmoreland farm should be representative of Huntersville and the 2040 Plan, and also be an appropriate density in design that will compliment Willow Brook and the surrounding homes. I want to correct an impression left by the developer at a previous meeting. There is not an agreement with Willow Brook for him to repair our pool. Our HOA has not held a vote and I believe they would have a hard time finding 67 homes in Willow Brook to support such an agreement. Your legacy as an elected official will include this moment and this issue. I hope you will remember that as an elected official. Your service is to the citizens of the Town of Huntersville to work for the betterment of the Town and not just for those who voted for you or contributed to your campaign. When the time comes that you are able to make a decision about the proposed development, I hope that you will follow the guidance of the 2040 Plan and the recommendations of the Town's Planning Department and the Planning Board's decision and deny the development. Please vote no for the Lagoona Bay or Waterside development.

Jennifer Connor said I'm not going to give my address. I was told I didn't have to. This development with it's new name Waterside still doesn't fit the 2040 Plan according to the planning committee. Why do we have a planning committee if the commissioners are not going to listen to its committee or to the citizens of Huntersville. We voted you in to represent us. Mr. Kidwell, Mr. Boone, Mr. Munger, you're not even following the basic steps of a traffic impact analysis on one of the busiest roads in Huntersville, Highway 73. That is one of the most important steps of doing any planning study. I and every citizen of Huntersville, right now we've all got red flags. If I had flags to hand out, we'd have a lot of red flags being waved. What's going on behind the scenes? Why are you not following protocol? Why is it not being followed? Everything is being stopped for this developer right here, Jake Palillo. Why? It's not a good look. These shenanigans must stop now. We have one commissioner who spoke out against this and now suspiciously his house was vandalized. Really interesting. It's not a coincidence. You can't say it's a coincidence. It was just his house. We've got two women being sued for sharing their opinions on the development. When does the madness stop? We have a petition with over 5,500 signatures, more than the people that showed up to vote for you all. What more does it take? It's time for the commissioners to do the right thing for the citizens of Huntersville. Vote no to this lagoon. That's what we are asking.

Scott Sittler, 15829 Lavenham Road, said just a couple of things that have disturbed me with the documents that have come out. A quote that the developer has thrown around is that 20 percent of the people love to complain and because of that we are unhappy people, we live unhappy lives. I just really want to put that to bed because I don't think that's accurate. I'm against it, but I hope I'm not that unhappy as a person. The other thing that he stated in a recent message was that a list, I think this is a quote, a list of tract home developers are standing in line behind me waiting for me to pull out and they are happy with 400 homes. I would also be happy with 400 homes in that neighborhood, so I would encourage the Town to consider that. If that's really a fact that there's other developers standing in line behind them, let's take a look at those plans as well.

Bob Baer, 15802 Lavenham Road (Kate Sittler, 15829 Lavenham Road and Anna Rubin, 16214 Hollingbourne Road, deferred their time), said here we are again. After being a resident here for over 20 years, this is the first time I've ever gotten involved in any kind of political stuff, but this project is literally in our backyards. The developer is fond of saying that he's just trying to do what's best for his family. Well, I hope he and you respect the fact that I feel like I'm doing the same thing – doing what's best for my family.

I know it was established at one of the last meetings that it's only a guideline, but let's take a look at a few things from the 2040 Plan, a plan that half of you were pretty deeply involved with. And let's not forget that this isn't some old plan from 5 or 10 years ago, it's only 30 months old. The stated purpose of that 2040 Plan is that it is meant to establish a framework for growth and development while maintaining the character and livability of the town that Huntersville residents hold so dear.

When you all did the community surveys in crafting the 2040 Plan, one of the main questions was what are your top priorities for Huntersville moving forward and by far the largest response at 63 percent was traffic and congestion. Do you think that has changed in 30 months? Do you think this project is going to help with that?

Another question on those surveys was if you were able, willing, and motivated to relocate to Huntersville, what housing options would interest you. The overwhelming answer at 61 percent was a house with a large yard, even if not near shopping and services. Only 4 percent said an apartment or condo complex. That pretty much flies in the face of what the developer has said that people want advocating for little 40', 50' and a couple of 60' lots.

Lastly, there was a question about how should the current adopted land use plan be changed. And again, the overwhelming response at almost 60 percent was to limit growth. Less than 15 percent said to allow more growth. Your constituents have already very clearly told you what they want and it's definitely not a big touristy circus and cement pond in this peaceful little rural area.

One of the things that makes Huntersville unique is the fact that we're not a tourist town or destination. Concord is a tourist town – race tracks, drag strips, big full service hotels, the Great Wolf Lodge, etc. Cornelius seems to try to be touristy with waterfront bars, restaurants and marinas. Mooresville has the race shops, the old historic downtown, race city. Birkdale seems to work as a touristy attraction, but that's because it's right around the corner from Cornelius and let's not forget that the residents of the beautiful Birkdale subdivision don't seem too happy with the development going on over there either. Apparently, his new plan puts all the retail back in. After the smash and grab armed robbery at Fink's Jewelers in Birkdale last week, is there anyone who can't understand why we don't want this right next to our homes.

I've totally stayed away from the personal attacks and I'm not part of some anti-growth mob. I've got nothing against these people. I don't even know them. I've only tried to look at this project objectively. The current zoning calls for 300 some housing units and this plan calls for more than double that number. The developer made the claim in one of the freedom of information act emails that there are plenty of tract home builders happy to put up 400 homes. You know what, that's what the zoning calls for and we're just fine with that – a nice neighborhood, no commercial circus. And I'm sure the new homeowners will love being so close to beautiful Bradford Park.

The developer talks about how much money he has already spent on this project without doing the required traffic impact assessment, by the way. Well, sorry, but that's kind of the nature of land speculation, isn't it. He also says you move to a growing community and you have to put up with the growth. No, we don't. We elected you people to watch out for our town and represent our interests, not just developers. So, 1,500 memberships at \$10,000 – that's \$15 million. Another 225 building lots at even just \$50,000 is another \$11 million plus. It's pretty obvious to see why the developer and his family and anyone else who stands to make a financial gain from this project are so passionate about it.

Beautiful tree lined McCord Road by the old Huntersville Hardwoods looks like a disaster area. Please, we beg you, stop the total deforestation of our beautiful little town. And lastly, I would like to mention all of these freedom of information emails that have been brought to light throughout this whole process. Emails from this developer telling the Planning Board what to do, telling the Town commissioners what to do – not asking, not urging, but telling. You all sitting up here cannot be surprised that after reading all of these emails that there are many residents of this town asking the same question, who really runs this town. Is it our elected officials or is it deep pocket developers?

This project does not align with the current zoning. It does not fit with the 2040 Plan. Over 5,500 petition signatures proves that we are not just an unhappy little group of people who hate everything as this developer alleges. We are long-time citizens who do not want this circus next to our homes. Please vote no.

Suzanne Villar, 17130 Bridgeton Lane, said in 2019 the Town recruited a large group of citizens to update the 2030 Plan. That group worked for two years through Covid and despite their different backgrounds and priorities that committee was able to unanimously recommend the updated 2040 Plan to Town officials who accepted and officially adopted it in December 2021. That's what our citizens thought was right for Huntersville then and the commissioners adopted it. As accepted by the Town Board, the preamble to the 2040 Plan clearly states the plan will serve as official policy for the Town of Huntersville and detail our vision, goals, policies, strategies to manage growth, define and reinforce its identity and character and provide high quality public facilities and services for all residents. This is not an ambiguous statement. This is town policy. Yet over the last couple of years we've heard various developers, their advisors, as well as Huntersville staff and board members, refer to the 2040 Plan in this chamber as a suggestion in an effort to diminish the relevance and applicability of this policy on projects within Huntersville. Forcing the public and Town Board members to fight projects that egregiously disregard the Town's own policy is divisive, a gross waste of time and money for the public and the town and should not be tolerated. It's important that the Huntersville town commission reinforce the 2040 Plan is not a mere suggestion, but is in fact Town policy that applies in all cases to all petitioners equally. Please vote against Waterside.

Edward Cecil, Stonegate Estates off McCord Road, (Teresa Julian, 110 N. Maxwell Avenue and Ron Julian, 110 N. Maxwell Avenue, deferred their time), said I and my wife Nancy have stayed out of this, however since the developer has ignored Stonegate Estates as to the setbacks along with other developments and along with other important issues, we had no choice but to get involved in order to protect our

neighbors in Stonegate on McCord Road and other locations in Huntersville itself. Remember how Nancy led the way and took on Lennar, which is substantially bigger than this developer, as for Northbrook, organized the entire McCord corridor and its residents and took it from NR to TR from 302 homes down to 122.

We are speaking here tonight not just for ourselves but with other people who feel the same way. Quickly, Stonegate Estates is a 23 acre, 6 home, farm cluster of extremely low density – 0.31 homes per acre. We have preserved over 73 percent of our original trees. This developer proposes with his high density homes a minute 20' setback with a rear load for garages practically right up to our property lines. In comparison, the developer of North Creek Village was concerned enough to provide them, we were informed, a 50' to 80' setback. Even Lennar's Northbrook has substantial setbacks up to what appears to be even 100'. We're not the only ones impacted. There are other low density homes all along McCord Road.

This developer stated he will defoliate all but 15 percent of the trees in violation of the ordinance and plant minute trees that will take 20 years to reach maturity. One tree provides enough oxygen to supply a family of four for only 1 year. Trees prevent erosion, cleanse the air, reduce carbon footprint, provide oxygen, as well as many other benefits including providing home for our needed animal life. It is assumed that all of you like to breathe clear air, therefore obviously none of us can survive without the trees. You also must be concerned with the displacement and death of wildlife by the destruction of nearly 270 acres of trees. A prior approved development near us by Lennar Northbrook, by limiting the other trees, increased our deer and animal population. We have a herd of 12 to 14 deer crossing our property along with foxes, raccoons, nutria, rabbits, groundhogs, chipmunks, bats, snakes, birds, insects and other animals adding to ours in order for them to try to escape and to survive. If you keep the tree destruction up, Huntersville will become nothing but a concrete jungle.

You need to believe that our animal population is important and must be preserved and protected. It is admitted there is only so much [inaudible] capacity and that you must know that this massive development would only exasperate the problem. Even with the somewhat reduced size of the lagoon, calculations indicate it will take 20 million gallons of water from Cabarrus reservoir area to fill the lake and an agonizing 25 days to fill it. It is also predicted that it could likely reduce the water pressure for surrounding neighbors and even possibly deprive them the water. You need to take this into consideration and rethink approving so many other developments.

We have been told that the developer thinks out of the box, however with all the change it is more like out of jack in the box. First there will be a large lagoon, then back with a somewhat reduced lagoon. He swore that the lagoon would be private, then he opened it to the public and then he went back to private. There will be a 5-star hotel and convention center, now no hotel/convention center. But how long will it be before he asks for it back. There will be commercial with celebrity chef restaurants, then no commercial, then back to commercial chef restaurants. On and on ad infinitum.

He states he's throwing in two lakes that guests can look out upon. Really? Actually, these are nothing more than required BMP's to collect run-off and rain water and turns out to also harbor mosquitos to go after the guests and frogs making lovely non-stop croaking noise to entertain the guests. He has now changed the name from Lagoon Bay to Waterside Park, presumably to take away the stigma of the lagoon.

The developer does not want to do a traffic study and has stated that we just need to suck it up as to massive traffic back-ups. Even without it, it's a known fact that there will be thousands of in and out vehicles coming onto 73 and McCord Road everyday to clog the roads even more. McCord Road is a

rural road that cannot handle the traffic that's on it now. Where will his development's residents private and/or public lagooners, Watersiders, shoppers, looky lous, hotel guests, restaurant goers be pouring in and out of the development from and onto to get to Northcross, Rosedale, Sam Furr, Denver, Exits 23, 25 to get to 77 north and south, as well as children going to school. Obviously, McCord Road.

Another reason I'm involved in this is because of all the ranker and discourse emanating from both sides that is a result from the developer and his development. It needs to end now. Everyone needs to cease and desist. All threats that are being made to destroy individuals must end. There must be no more attacks and comments to this to and against the Town Board members including the Planning Department. All offers to anyone, any groups, including offers and perks and or financial assistance of any kind, including elections, must cease and not occur again. In other words, everyone must stop and be quiet and end all of this. There should never have been attacks and continued attacks against those who oppose, and then two who opposed development being sued, even if the developer felt that he was personally attacked by them. The lawsuits must be dropped in order for there to be now civil discourse between all parties either for or against the development. The developer only presents facts as to why this development should be approved and those opposing this only present facts as to why it should not be approved. Nothing more. It's been stated through over 5,400 persons who have signed a petition against the developer. It doesn't take nearly that number to vote one into office.

Nancy Cecil, McCord Road, (Noelle Burton, 12940 Cadgwith Cove Drive and Linda Angele, 18612 River Falls Drive, Davidson, deferred their time), said I have not spoken publicly in a long time and I guess it's because nothing new has come before you with such a great importance to all of us who live here until now.

Huntersville has hired trained, experienced, professional and experts in the field of planning in the Planning Department to research codes, ordinances, 2040 Plan to determine what is appropriate.....as to being submitted plans by the developer. An exorbitant amount of money has been spent on these planning studies two times since I've lived here.

The Town Board has also appointed experienced planning individuals to the Planning Board who make a recommendation as to how the plan conforms to our codes, ordinances and 2040 Plan and what's best for the town, not just the developers. These positions for the Planning Board are very important and anyone who applies for an appointment should have the understanding of planning in order to make a recommendation. No one cares whether people like it or don't like it. The merits of the plan and how it conforms to Huntersville, the county and the state are all that matters.

At times some of the Board pays no attention to what the Planning Department and the Planning Board has recommended and refuses and almost always fails to follow the recommendations to deny an improper plan. Why is that? If it's a tie, our mayor even has more responsibility to protect her citizens particularly when the hired and appointed experts say no. If she votes to approve it in breaking a tie, it will appear to be unreasonable especially considering that every taxpayer in Huntersville has to pay for all of these plans to be reviewed and all the research in order for them to make a recommendation that looks forward to the future plans that have been set in place.

As you are all elected by the citizens of Huntersville to the Town Board, you are politicians. Some of you actually do not have the required expertise, that is why you hired appointed planners and boards to make these necessary important recommendations on your behalf. They direct the Town Board. Again, you must not ignore the established ordinances, current zoning and 2040 Plan and you must not ignore the recommendations of the Planning Department and Planning Board not to approve and then you go and vote approval for the developer's plan. Doing so is nothing more than illogical and makes it appear

that you are just supporting developers and friends who may reward you for giving a yay vote. Avoiding the established ordinance and zoning and even doing so by text amendments to help developers skirt them and the intent of the current 2040 Plan is an outrage. Along with other improper decisions this must not occur in Huntersville and you must not void any of the words of your constituents who have spoken and requested the denial.

Voters in Huntersville have voted you in because they have expectations of your responsibilities and duties to them as a town as you promised when you ran for office. Voters have also believed you will do what you say in your platform that you have mailed or advertised in order to secure votes. I have them. I have re-read them, and I see some of you are not keeping with your promises to protect the town in slowing the growth, listening to the people of Huntersville and we have all trusted you to do that. Keep in mind I said some of you and not all seven of you. You must not be concerned about yourself and your political future and developers, but it is the citizens of Huntersville and Huntersville itself you must be concerned with.

About half of you on the Board have made some serious attempts to follow the ordinances, zoning and 2040 Plan. All of you must do so as they are in place for a reason. The Planning Department, Planning Board work hard to help you make the proper decision. Again, there's absolutely no reason to go against their recommendations to deny and for you to approve the developer's project is against all direction and recommendations.

If the Town Board is not going to pay attention and follow recommendations of the Planning Department and Planning Board, then you might as well eliminate both. Further, forget about doing any more plans and scrap the 2040 Plan now. Since you ignore these recommendations, then why have the Planning Board or Planning Department or any future plans. This obviously would save the town a substantial amount of money as well as taxpayers money. Sounds ridiculous, doesn't it. It appears these studies and future plans are done only because they are required by the county and the state of North Carolina as they look into the needs of water, power, roads, sewer, etc. it is important to provide future directions for the infrastructure. I have much more to say but that can wait.

As the elections are around the corner and many more than ever in the history of Huntersville elections will be watching and thinking who will get their vote to lead our town. With six spots I hope all candidates will be true to themselves and all of us who live here, work here, pay taxes and those who care enough to make sensible developments here.

I have just viewed the video of Windsor Ranch and the other lagoons and I am now even more opposed to the lagoon in Huntersville. It may belong somewhere, but not in our backyard. Incidentally, none of you on the board actually live on 73 or the McCord Road corridor, so this lagoon and the racket it brings will not bother you at all. Thank you for listening and please when the time comes deny this application.

Mary Ann Turetsky, 16977 Bridgeton Lane, said the new improved plan called Waterside has substantial changes to the original project. The public has a right to see the changes, not just hear about them. Thousands of us feel it should go back to square one with a public meeting to share its new content, then follow the steps – Town staff, Town Board, and eventually the commissioners. We are all well within our rights to expect this to happen.

The Mayor always tells me and the rest of us do not talk about the man, only talk about the plan. The man is the plan. They are one in the same. You can't separate them. If he follows these steps as he should, then we feel satisfied that our Huntersville, they live in Cornelius, Huntersville will be protected from his bait and switch plans. As former mayor Jill Swain said, we should be a town represented by the

people who care about their town's well-being, not their own well-being. We all need to do research. Everyone, for the sake of our town, please research. Elections are coming up soon. Commissioners, as you make your decision about this project, please let your conscience be your guide.

Just to let the Board know, the safety of my daughter Noelle and her family was compromised this weekend. I guess this is the new way people will try to silence us. We are not going quietly. We are not going to be silenced. Remember that.

Tina Katsanos, 6620 Cashion Road, said I want you guys to know I wouldn't be here if I didn't think it was important. I'm still recovering from hip replacement surgery and I'm in a lot of pain, so this means a lot to me. I'm the chair of the Climate Reality Project Charlotte-Metro Area Chapter. I am the Environmental Justice Committee Chair of the Charlotte-Mecklenburg NAACP, and I'm a member of the Charlotte-Mecklenburg Climate Leaders. I also teach Environmental Justice at UNC-Charlotte.

Tonight, however, I'm reaching out to you as your constituent and a resident in Huntersville and someone who lives very close to the proposed Lagoon Bay project. I do not support the development of Lagoon Bay in an area that is slated, according to the 2040 Plan, to be lower density than this development would manifest.

The traffic is already a nightmare on Sam Furr Road. The idling cars increase the CO2 emission which impacts the climate crisis and people's respiratory health. We have global water issues and I'm concerned about the frivolous misuse water with this project. There are many more environmental impacts that I have not listed and have not been considered. Has an environmental impact analysis report been prepared? I have not seen one. Has a traffic analysis impact report been prepared? I hear that some folks do not think there's a need for such a report and therefore it does not exist.

I understand that Huntersville will continue to grow, but there is such thing as smart and efficient and sustainable growth. This project is not that sort of growth. I do not believe we or anyone truly needs this type of tourist attraction. But let's just say hypothetically it is absolutely necessary for economic growth, then projects like this should begin in undeveloped areas and then people can have choices whether or not they want to move nearby. Please say no to Lagoon and say no tonight.

Errol Genoio, 8537 Camberly Road, said pollinators, the highest priority. Make the protection of pollinators as the highest priority of community land development in Huntersville in order to support two universal truths: (a) pollinators reduce the deadly amount of carbon dioxide that humans breathe and (b) pollinators contribute to the production of food valued at more than \$40 billion annually in the United States. Citation www.whydoweneedbees.org. Our community development of land faces a threat of a continuing crisis because bulldozing for roads, businesses and hundreds of new gas pumps receive a higher priority than the preservation of our oxygen and food supplies. A responsible policy of land development will logically limit population density and seasonal visitation in Huntersville. Take the first step to let the citizens and the pollinators breathe fresh air.

Mildred Paranich, 12824 Westmoreland Road, said for the record I am a happy person, but right now I am a very angry and embarrassed person. I'll come back to that. I am really requesting that this lagoon project not be approved at all.

The previous presentation, and then I saw the other day a revised presentation online, and I'm still saying no. I ask you to deny permission to rezone this beautiful land that we live on because it's going to impact myself and my husband very much so and my family. I will be having to look out the windows and my front door at apartments – ugly, tall apartments and possibly townhouses and good Lord knows

what else. We have been screaming there's a petition as people have said of over 5,500 signatures and just screaming no, we do not want this for our community. I don't know. Deaf ears. We do not have the infrastructure for what is being proposed.

As I recently stated to the Planning Board, I just don't see this being within the plans for this town and I've been here over 20 years. If I had wanted to look at high rise apartments, convention centers, so forth, I could have bought a home right in the City of Charlotte, but my family and I chose not to. I want to thank Commissioner Partee.

Mayor Bales said thank you, that was your two minutes. If you would like to finish your sentence, you are more than welcome.

Ms. Paranich said I just real quick just wanted to thank Mr. Partee for speaking for me on June 20. I could not make it because I was home taking care of my husband who is in Hospice care and that's where I'm leaving to go back to, to take care of my husband. But I want people to take a look at what's going on.....is this a definition of political machine, is it plutocracy and is it oligarchy and if people don't know the definitions of that, it's what's going on in this town, which is an embarrassment.

Robin Hahn, 14121 Pinoli Pine Circle, said we have lived at this location since 1990. Our property borders the proposed development. I have two points I would like to address.

First, I would not like to see this approved. This project is too dense for this area. Apartments and retail will increase traffic flow which is already overwhelming to residents and would further overburden roads which were built as small two-lane country roads. Additionally, apartments bring in transitional people – people who have no vested interest in preserving the safety and integrity of our country community.

My second point is I believe that in the interest of eliminating any doubt of the possibility of a voting conflict in this matter, that commissioners who have accepted political contributions or other contributions from Mr. Palillo or his associates should recuse themselves from this vote. I am not accusing anyone of wrongdoing, as accepting political contributions is entirely within the law, but when there is a possibility that the contributions could have been made to manipulate the outcomes on projects, then that is a basis to be excused from the vote. Mr. Palillo was very proud that he has changed the political face of Huntersville as he stated in previous meetings. At the very least an attorney should render an opinion to the Board on whether these members should be excused from this vote. This process might result in better and more open decision-making thus ensuring more consistent adherence to Town requirements.

Melanie Griffin, 12900 Westmoreland Road, said thank you everyone on the Board of Commissioners for the time that you give to these jobs. Like everyone else that has already spoken I did want to point out that I am a very happy person. I'm not angry. I don't complain about things. In fact, I've always worked in restaurants my entire life, so I certainly don't go into a restaurant and complain either.

I'm not against development. I am against this development. It is also nothing personal. I had no idea who Jake Palillo was before the first community meeting at the church a few months ago. At that meeting he did tell me I was stupid for building a home next to a farm because I could not control the zoning that was there, and everyone has already mentioned the 2040 Plan.

What I feel like no one has mentioned is it's my understanding, and I'm not an expert, but it's my understanding that anytime a change is made in zoning that will go against the 2040 Plan that then

changes the plan moving forward. If none of these things fall in line with the 2040 Plan, I think it's going to negate every single aspect of the 2040 Plan. That has me concerned for Huntersville beyond just across the road from my house. I'm not even sure what exactly the plan is at this point because we have seen several different versions of it mostly through the news or social media.

I think the only other thing that I wanted to mention is that I'm also not really sure if the lagoon is the most important wonderful feature of this project, why now the apartments are going to be built first. I'm also concerned from living on Westmoreland Road that the only thing that will ever get built will be all the apartments across the road from my house.

Nancy Cecil, McCord Road, said I wasn't really prepared to speak on this topic until I understood it a little further, but Item 10.E to require a 10' buffer for Minor Subdivisions in Rural and Transitional Residential zoning. When my husband and I built our house, we had to abide by the 20' setback. It cost us a lot of money to move our house far enough so that we were 20' away from our neighbors. Now our neighbor's property could eventually be sold, it could be developed, and we've also put in a lot of drainage because we get a lot of the saturation from above our house. Our basement has been flooded. We've had the stinky moldy smell down there for a long time. We finally got that eradicated and we finally put in a drainage swell so that it will protect us. How could I possibly be protected if it's only 10' away because that will do nothing for me. We'll be drowned out and so I think it should be 20' and if it's not 20' then maybe it should be 30' because that's the only way to protect low density development and to protect someone who has followed the rules and who has made a lot of effort to take care of our own property. Every single one of our downspouts goes into the ground and goes out into the creek. We don't have any water around our house. It all goes out and away from the house and I would expect if there is any development around us, that to be respected because it will harm us tremendously.

AGENDA CHANGES

Commissioner Boone added Item 8.P to the Consent Agenda – Call a public hearing on Petition #R23-07 for 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville.

Commissioner Kovacs added Item 10.T to Other Business – Consider approving Prequalification Tool and Criteria as required by Purchasing and Contracting Policy and state statute.

Commissioner Phillips made a motion to adopt these amendments.

Commissioner Kovacs seconded motion.

Motion carried unanimously.

Commissioner Phillips made a motion to approve the agenda.

Commissioner Kidwell seconded motion.

Motion carried unanimously.

CONSENT AGENDA

Approval of Minutes – June 5, 2023. Commissioner Phillips made a motion to approve the minutes of the June 5, 2023 Regular Town Board Meeting. Commissioner Munger seconded motion. Motion carried unanimously.

Approval of Minutes – June 20, 2023. Commissioner Phillips made a motion to approve the minutes of the June 20, 2023 Regular Town Board Meeting. Commissioner Munger seconded motion. Motion carried unanimously.

Resolution – Richard Barry Park Restroom and Parking Lot Expansion. This project will address two of the biggest issues that we hear from residents and park visitors at Richard Barry Park. The new restroom building at the entrance to the park will address the first issue, which is the long lines at the restrooms during games and tournaments. This building will also provide an attached covered area for family members and park visitors to get out of the heat while still being able to watch games. The additional 98 paved parking spaces will address the second issue, which is the lack of parking during games and tournaments. On many occasions, we have had cars get stuck in the mud when trying to park in the grass overflow areas.

This project was approved in the FY23 budget and the funds are coming from the Tourism Fund. We are requesting to use an additional \$333,000 from the Tourism Fund Balance to complete this project. The Town of Huntersville originally advertised the request for bids on April 28, 2023 and, due to not receiving three bids, readvertised the request for bids on May 25, 2023. J. D. Goodrum Company, Inc. was the lowest responsible bidder. J. D. Goodrum Company, Inc. has done numerous park projects in Huntersville and in the surrounding area. This project will be completed by January 2024, just in time for the busy spring season.

Commissioner Phillips made a motion to adopt Resolution to award the bid for the Richard Barry Park Parking Lot Expansion and New Restroom Building Project and approve the construction contract.

Commissioner Munger seconded motion.

Motion carried unanimously.

Resolution attached hereto as Exhibit No. 2.

Budget Amendment – Barry Park Project. Commissioner Phillips made a motion to approve budget amendment appropriating Tourism Fund Balance in the amount of \$333,000 to the Barry Park Project Account for restroom addition and additional paved parking spaces. Commissioner Munger seconded motion. Motion carried unanimously.

Agreement – Lease of “Joelukeben” Sculpture. Commissioner Phillips made a motion to approve agreement with Bradley Tucker for Town to temporarily lease “Joelukeben” sculpture as part of the Town’s SculpTOUR Exhibition. Commissioner Munger seconded motion. Motion carried unanimously.

Agreement attached hereto as Exhibit No. 3.

Agreement – Lease of “Basin & Range” Sculpture. Commissioner Phillips made a motion to approve agreement with Todd Frahm & Lara Nguyen for Town to temporarily lease "Basin & Range" sculpture as part of the Town's SculpTOUR Exhibition. Commissioner Munger seconded motion. Motion carried unanimously.

Agreement attached hereto as Exhibit No. 4.

Agreement – Lease of “Cube in Motion” Sculpture. Commissioner Phillips made a motion to approve agreement with Hanna Jubran for Town to temporarily lease "Cube in Motion" sculpture as part of the Town's SculpTOUR Exhibition. Commissioner Munger seconded motion. Motion carried unanimously.

Agreement attached hereto as Exhibit No. 5.

Agreement - Lease of "Phoenix" Sculpture. Commissioner Phillips made a motion to approve agreement with Jim Weitzel for Town to temporarily lease "Phoenix" sculpture as part of the Town's SculpTOUR Exhibition. Commissioner Munger seconded motion. Motion carried unanimously.

Agreement attached hereto as Exhibit No. 6.

Agreement – Lease of "Feather" Sculpture. Commissioner Phillips made a motion to approve agreement with Kirk Seese for Town to temporarily lease "Feather" sculpture as part of the Town's SculpTOUR Exhibition.

Agreement attached hereto as Exhibit No. 7.

Agreement - Lease of "Barely Scraping By" Sculpture. Commissioner Phillips made a motion to approve agreement with Drew Coombes for Town to temporarily lease "Barely Scraping By" sculpture as part of the Town's SculpTOUR Exhibition. Commissioner Munger seconded motion. Motion carried unanimously.

Agreement attached hereto as Exhibit No. 8.

Resolution – Fire Protection Services Interlocal. Commissioner Phillips made a motion to adopt Resolution approving Interlocal Cooperation Agreement for Fire Protection Services. Commissioner Munger seconded motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 9.

Resolution – Property for Maintenance of Bud Henderson Sidewalk. Commissioner Phillips made a motion to adopt Resolution to acquire easements necessary for the maintenance of the 7225 Bud Henderson Road Sidewalk Project. Commissioner Munger seconded motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 10.

Acceptance of Streets – Mirabella at Vermillion. Commissioner Phillips made a motion to accept streets located in Mirabella at Vermillion for Town maintenance. Commissioner Munger seconded motion. Motion carried unanimously.

Street Name	From	To	Approx. Length
Vermillion Crossing Court	200-ft W of Guthrie Dr	End of Road	1,360'
Venezia Lane	Vermillion Crossing Court	End of Road	1,520'
Rosa Court	Venezia Lane	Venezia Lane	310'

Acceptance of Streets – Asbury Park. Commissioner Phillips made a motion to accept streets located in Asbury Park for Town maintenance. Commissioner Munger seconded motion. Motion carried unanimously.

Street Name	From	To	Approx. Length
Little Pine Drive	Asbury Park Road	Ferrelltown Pkwy	900’
Cato Drive	Blanton Drive	Asbury Park Road	625’
Hugh Dixon Way	Ferrelltown Pkwy	End of Road	1,070’
Blanton Drive	Hugh Dixon Way	End of Road	1,730’
Asbury Park Road	Blanton Drive	Hugh Dixon Way	1,705’

Call for Public Hearing – Petition #R23-06. Commissioner Phillips made a motion to call a public hearing for Monday, August 7, 2023, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, on Petition #R23-06, Beatties Ford Family Entertainment, a request by Jonathan Eury, to rezone three parcels (02305105, 02305106, 02305107) totaling 2.513 acres generally located at 9339 Beatties Ford Road from existing Rural to Highway Commercial - Conditional District for outdoor recreation and commercial uses. Commissioner Munger seconded motion. Motion carried unanimously.

Call for Public Hearing – Petition #R23-07. Commissioner Phillips made a motion to call a public hearing for Monday, August 7, 2023, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, on Petition #R23-07, EPCON – Beatties Ford Road, a request by EPCON Communities Carolinas, LLC to rezone six parcels totaling 78.7-acres generally located at 15201 Beatties Ford Road (South of NC 73 and east of Gilead Road & Beatties Ford Road intersection) from existing Rural to Transitional Residential - Conditional District zoning district for a 118-lot, single-family home subdivision (PINs 01313125, 01313126, 01313142, 01313143, 01313144 & 01313116). Commissioner Munger seconded motion. Motion carried unanimously.

PUBLIC HEARINGS

Petition #R23-01. Mayor Bales called to order public hearing on Petition #R23-01, Foundry - Everette Keith Road, a request by Foundry Commercial, LLC to rezone +/- 59.66-acres generally located east of Everette Keith Road and south of Hambright Road from existing Transitional Residential to Corporate Business - Conditional District for approximately 750,000 sq. ft. of light industrial space.

David Peete, Principal Planner, entered the Staff Report into the record and reviewed the request. *Refer to Staff Report and Staff PowerPoint attached hereto as Exhibit No. 11.*

Petition R23-01 is a request by Foundry Commercial, LLC. This property that you see in the black striping there is located on Everette Keith Road. It is south of Hambright Road. It is to the east of Bryton Commerce Center and this is essentially behind Walmart and Frankie’s for a local reference.

What you see in this particular image is that the property in question is 100 percent zoned Transitional Residential. It abuts Special Purpose which is in the Bryton development and then the red line that we will come back to briefly is the future thoroughfare alignment. Everette Keith is planned to sort of peel away from the current Everette Keith alignment and go down to Eastfield Road at the Independence Hill location that is located in the City of Charlotte.

You can see here the site plan is laid over an aerial and again the purple represents the thoroughfare plan, the Everett Keith project going straight down would be realigned, and you can see the large road at the bottom of the image. Right here is where they would propose to realign that.

I'll go ahead and mention to the Board that there is a process by which an adopted thoroughfare can be modified. The key test there is where you enter and exit a piece of property. If you maintain those, the thoroughfare is allowed to be adjusted within, making sure that of course appropriate geometry and everything else is consistent. This has been reviewed and it has met that test. The new alignment of the thoroughfare is something that the CRTPO, the regional thoroughfare authority, would be behind if the Town were to approve it in such a manner as shown. We can certainly try to answer any of the questions that you have about that as we go forward.

Just very briefly, again I mentioned it's a little over 28 acres in size. I mentioned both of the existing zoning. They are actually requesting Corporate Business Conditional District and the proposed use is 750,000 sq. ft. of light manufacturing, warehousing or office space comprised in two buildings and those would be the large yellow rectangles that you see on the site.

That's just a blow-up of the site plan. You can see that there's parking primarily within the middle storm water retention and kind of a creek facility there and then there would be buffering around the edges, a 40' buffer along the throughfare as it moves down.

Starting with the 2040 Community Plan, the Future Land Use Map, the project is located in what the Community Plan would call for as moderate density or medium density development. That would be about one to three units per acre. To the east of that you can see that's the residential edge and then to the west where Bryton exists you have Employment Center designated in the 2040 Plan. Specifically, this particular request does not align with the 2040 Plan. If the Board were of a mind to expand the Employment Center designation because it is adjacent to that, then that would be a scenario whereby this project could be facilitated. But as it stands, the 2040 Plan is not designating or recommending that this particular land support that type of use.

You can see up in the corner that there are some policies that do support the request. Specifically, LU-5, LU-7, EV-1, T-3 and T-5. I know those probably don't mean anything to you. If you would like me to elaborate on what those refer to, we can certainly do that. And then just below that you can see that LU-1 and LU-11 would be where they are specifically not consistent. I can tell you that LU-1 is consistency with the future land use map. And then LU-11 is protection of housing stock or existing housing stock and so we can talk about that just a few minutes.

Again, here are just brief outlines. I've already sort of gone over this. If you want to read through that you can, but again it's the moderate density that is called for is looking at residential of one to three units an acre and the Employment Center is definitely where this particular proposal would fit and so if there was an expansion of that area, then you would see consistency there.

Again, this is where those policies are listed. We can come back to those if you'd like. These do not show the staff's analysis that is in your report, but we can go over that as well if you would like to come back to that at the end of my presentation.

In addition to the 2040 Community Plan, we also have the Eastfield Road Small Area Plan that specifically looks at this area that is all north of Eastfield Road. If you look at the image in the middle, you will see the blue area where the red circle is located. The red circle represents the project before you and you can see that it is recommended to be a mixed-use area in the Eastfield Road Community

Plan. With a little further detailed analysis, the Eastfield Road area called for that Subarea 1, the area in the red box there, Letter A states that if the project takes care of all of the relevant issues, policies and goals of both the Zoning Ordinance and the community plans, that it could entertain additional uses and you can see that light manufacturing is one of those, or I think they use the term light industrial, office, and that type of thing. Again, you've got the idea that the employment center designation would be an expansion and then to fit into the Eastfield Road plan you would want to make sure that you have followed all of the other site design considerations to make sure it is fitting in and not creating any issues for surrounding land uses.

The transportation, a TIA was done. The findings of the report are outlined here. I don't propose to go over them in great detail, but if you would like to, we can. Our Engineering Department is represented as well. I will show you a quick diagram that goes along with the TIA. The light blue box or gray box to the right represents the site in question. You can see how Everette Keith turns and so you see improvements there at Bryton Corporate Center Drive and Hambright at 21 and Hambright Road and a couple of other intersections there on Alexandriana and Eastfield Road as well. These are called for. I believe the DOT has contacted our Director of Engineering to indicate that they are okay with what they are seeing here. Stephen is here if you have specific questions about that. I'll let the applicant speak to where they stand on the requirements of the TIA when they come up.

The staff recommendation for this particular project is outlined here and I apologize because the first nine items there were some elaboration slides, but there was a list of nine modifications in the proposal. You can see that there are several of them, four in particular, that staff would suggest are not needed and it has to do with a lot of specifics. I can go over those if you would like to, but things like realigning Everette Keith Road. There's a process to do that, but you do not need a modification of the Zoning Ordinance to do that. That is a request that they have asked for. It has been reviewed....or is it allowable and if you adopt the plan with the site plan attached, then you would be adopting that alignment. Again, you do not need a specific modification to it. Again, I'm happy to go over all of those in detail if you would like.

I will jump to the tenth bullet and that is clarification required of how the remnant parcels are to be handled. I just want to point out that is right here. A unique feature of this particular request is the properties involved are outlined in the red and that was the entire black striped box that you saw earlier on the zoning map. The blue represents the area that they actually are looking to rezone. There are a handful of remnant bits of land there to the south that they do not propose to rezone, and they would leave as TR. But some of the questions that we have and that we are continuing to work with the applicants on are what's going to be there, how will it be utilized, specifically because even further south from that property there are existing homes and homeowners who are going to continue to stay there, and so what will they be experiencing there on that border. We have had a meeting since the Staff Report went out with the applicant. They understand the issue and we are continuing to have dialogue about that, but I would dare say tonight that's an unresolved issue here at the hearing.

Going back to the list, the 80' buffer along Everette Keith Road near the cul-de-sac is not complete and should be extended upon the full frontage of the development. The landscape buffer that is along here, you can see where the yellow highlight is where it dips down toward the road where the cul-de-sac is, moves away from the building. And that buffer along the thoroughfare is to remain or the recommendation and the ordinance requirement is that it stay at that width. The applicants do understand that. I think they are looking into that further, so we are continuing our dialogue with them on that.

The next item, there is a nature trail that is shown within the stream buffer and it kind of crisscrosses within that buffer and I feel safe in saying that I don't think that was the intention. I think the applicants will pull that out of that, but that was something that if they were going to do specifically or on purpose, we were going to need to see a lot more detail on how that would be facilitated, but we don't believe that will be the case in the next version of the plan.

Along Everette Keith Road, as that is a thoroughfare, there should be 10' side paths per what DOT would like to see for bicycle and pedestrian accommodation and I believe the applicants are amenable to that.

There are several notes on the note sheet that we are continuing to discuss. They have to do with how variations of the plan may occur, how much disapproval would lock them into certain things, and so it's all fairly straightforward, but there's some language that we need to continue to work through.

Tree save and tree mitigation, there was very little, if any, in their particular plan. Admittedly, if they were to get the zone that they are requesting, it does not have a great amount of tree save however there are some opportunities to do some tree save, particularly within the external buffers as well as perhaps in the middle and so we are continuing to talk with the applicants about those opportunities. Those would be above and beyond what the ordinance would require.

They have a willingness to serve letter, but it has some age on it, so that needs to be updated. Staff does not believe that they will not get that, but we need to see that. We hope to have that by the time you see this again. Obviously, the catchall of the outstanding redline comments would be an expectation that we would go forward.

The last two are recommendations and one of them is about urban open space. They are compliant in that they are offering urban open space. You can see the red square up there at the very top, that is a 2,000 sq. ft. plaza. That meets the minimum definition, but our recommendation is based on the fact that it really does not provide a lot of proximity to all of the facility. Those two large buildings, 750,000 sq. ft. I dare say that the opposite end of those buildings is going to hard-pressed to go utilize that. We've recommended that perhaps there are some other opportunities throughout the site that they could add something else and there's a lot of latitude in our urban open space requirements, so they are looking to satisfy that recommendation.

The last item is a recommendation that among the improvements to the transportation elements.....you can see here the dashed lines in this area where the cul-de-sac would be extended down to Eastfield Road. That is a transportation enhancement that would represent a disbursement of the traffic that this project would generate in a different direction other than just to Hambright or to the rear of Walmart and it would get you down to Eastfield and more specifically down to 485. We would recommend that be explored and the applicants understand what we are requesting and they are looking into it. They may have an update on that tonight. I don't know, but staff continues to talk about that. If you have any questions about that, again Stephen Trott our Director of Engineering is here. We are not necessarily able to say that equals this if you follow what I'm saying there, because the TIA has been done in a very specific way with the connections that are given. If that were to be facilitated, you would need to adjust the TIA, so that's understood as well.

That concludes my formal presentation.

Mayor Bales recognized Planning Board members present: Frank Gammon.

Bill Simerville, 1513 Myers Park Drive, Charlotte, said I'm with Foundry Commercial. *PowerPoint attached hereto as Exhibit No. 12.* I would like the record to show that we do have a traffic study. The word developer has a negative connotation as we all know. At Foundry we, at least Mark and I, are born and raised Charlotteans. You will see we have worked successfully with your Planning staff on the adjacent development here, Bryton Commerce Center. This was a two-phase development. It's also 750,000 sq. ft. It's six buildings as opposed to two buildings. One thing critical to I think Huntersville and the Land Use Plan, what we do is we try and relieve some of the pressures of residential development. We try and generate non-residential tax revenue. We try and create jobs by offering headquarters locations for companies. These are high quality, expensive, but the kind of product that employers and headquarters locations like to call home. We have worked successfully with the Planning staff, Brian and David.

This is going to stay high level. We don't want to dive into that, but the intent is to try and give you a roadmap to how you can accommodate our request without reaching the governing documents and processes that you have in place. These are all what we call shallow bay or light industrial.....in this case we couldn't build anything any larger than 150,000 sq. ft. The other buildings are between 100,000 sq. ft. and 125,000 sq. ft. We received more than 10 requests for space greater than 150,000 sq. ft. from large well-known Fortune 500 type companies that would have liked to have been here at Bryton that liked the interstate access and everything that Huntersville has to offer, and we weren't able to accommodate them.

We began looking at this land next door across Everette Keith when we started on Phase One, as well as that was going and knew that if there was an opportunity down the road given the success, we would try and accommodate some of those large users and keep them from posting up in Mooresville, Cornelius etc. We think we are good partners. We will continue to work through the details with your staff and get there.

We talk about the exceptions to the 2040 Land Use Plan, how this is currently zoned Transitional Residential and is not under those guidelines. There is a path under the land use plan and is, as David mentioned, expansion of the Employment Center. Subset of that is the Eastfield Road Small Area Plan, which you can see in the blue, calls for the possibility of mixed-use which would include the commercial that we propose. Additional detail within that small area plan shows a mix of how some of those uses could be accommodated. What I'd point out here is that the as you can see Hambricht Road extended, which is the bright red line just to the south of the big green, that's currently zoned.....the land south of Hambricht and north of our parcel is currently zoned Transitional Residential, but again under the small area plan still falls in and calls for the possibility of commercial. Where I'm going is that the larger accommodation if you will, the larger request if you will, is going to be looking for flexibility on the buffers, potentially the setbacks, and trying to give you a pathway to be able to expand the Employment Center past the current Everette Keith boundary further east.

As you can see here, the yellow line is an existing Duke Energy right-of-way. These are the large transmission towers. They run from south of Eastfield all the way up on the east side of the property and then they cut across diagonally to the north over past Hambricht. What we didn't do a good job highlighting is everything east of the yellow line is owned by Duke Energy. You can see the substation parallel to the south, what's not highlighted in the green. The tract to the east or the right of the yellow line in the northeast corner of the plan is also Duke Energy, so they own and my understanding is intend to expand that substation with additional capacity to accommodate Huntersville growth. This provides a nice buffer separating potential expansion of the Employment Center to the neighboring Dogwood Estates, which we think is if you've been out there it's quiet and peaceful and homeowners don't want

traffic running through there. And we think that's a good hard line. It's a path to expand the Employment Center without running the risk of creeping further.

Under the Land Use Plan, specifically under the Employment Center section, there is language about incentive and flexibility in making accommodations i.e. buffer reductions and setback reductions and things like that. In order to generate a higher quality product, allow a developer to bring something like this.

This is an example of the current plan. We have not had a chance to get with staff and modify that. We will be able to come up with something other than a wholesale ask of reducing from 80' to 40'. There's a couple of different ideas out there. What we are looking for is general accommodation to work with us on selective reductions to be able to deliver the site plan that we have spent a fair amount of time and energy trying to engineer. That corner there will be very similar to photos, brick and the glass that we showed you from Bryton before the headquarters type appearance.

We talk about tree save. The site is largely vacant right now. It's been farmland. We've looked for critical trees that we could save and we'll do that where possible and we will mitigate as best we can. We will provide enhanced buffers. These are the buffers along Bryton where we were able to ask for a reduced buffer. It was granted and then enhanced landscaping and shrubbery and foliage. Phase one is on the left. That's probably two years old. The picture on the right was just planted in the last 90 days or so. It will probably die because we don't have any water for it. But we would always be willing to address this, amend the composition of the foliage to something that's more dense, more rapidly growing, whatever is required.

Mark Holoman, 864 Linda Lane, Charlotte, said happy to answer any questions you have.

Commissioner Kidwell said if you go back a couple of slides just the overview of the entire project. The parking in the center, is that for tractor trailers?

Mr. Holoman said correct.

Commissioner Kidwell said large companies looking for 750,000 sq. ft. or anything like that tend to run a 24/7 operation in light manufacturing or manufacturing. Is that what you are kind of going for here and did the TIA that you performed plan for a full 24/7 operation.

Joey Racer, Kimley-Horn, said generally when we do these TIA's it's based on am/pm peak traffic. A 24/7 operation I don't think was done at this time.

Mr. Holoman said a 24/7 operation would be very atypical for a development of this size and scale. For an urban infill development such as this, the play here is for a tenant, a job using customer for us, is to capitalize on all of the things that Huntersville has to offer and so in that case that is terrific connectivity and an unbelievable labor force, a very strong labor force. It would not be typical for there to be 24/7 operation on a site like this. That would be seen generally at different locations where heavy manufacturing was allowed.

Commissioner Kidwell said I'll just tell you from experience and I run manufacturing companies.....you can do light industrial 24 hours a day, 5 days a week, 6 days a week. I know currently the company that I work for in a different location, we are looking for a facility. I think it's important and I'll kick this into my next segway here – the other property if you cut it off or you want to keep it Transitional Residential to the south, would it make sense to put it all in one package but keep that to where it's not developed

so it has that buffer for any other residential that's left out there, so if someone does come in, and I hope someone comes in, and says we need all the building for 5 days a week, 24 hours a day, it's great. But it keeps the noise down, that buffer would help.

Mr. Simerville said that's something we hadn't considered. One clarifying point, this 750,000 sq. ft. obviously is broken into two buildings, so it's unlikely that you would have someone that came in and took them both. If that's the case, it probably would be someone that has that kind of intensity which is really not what this is suited for. Our expectation is this is probably one or two tenants. There's a large sector of tenants out there that are between 150,000 sq. ft. and 200,000 sq. ft. or 150,000 sq. ft. and 300,000 sq. ft. right now looking for a home close to 485 access to the interstate. We do have an Amazon that has a full building across the street in Bryton Commerce Center. We did a traffic study there. Of course, those improvements were done with the whole Bryton just with AAC so the infrastructure that is intended to support that which is marginally built out compared to the overall masterplan more than handles what's already there and to some degree this will benefit from that lack of completion over there, the undeveloped land that remains on that otherwise over improved infrastructure. The reason we haven't specifically called out and been able to answer David and Brian's questions about the property to the south is that we are obligated as the developer and per DOT and CRTPO to complete the Everette Keith realignment, the new thoroughfare. We don't own the property south between the edge of what we are going to buy and Eastfield Road or we would absolutely build it because this is essentially going to be a commercial thoroughfare connecting Hambricht to Independence Hill, so it becomes a major diversion of truck traffic from the existing 21 interchange to come up Independence Hill, work it's way into Bryton, and then up off to Hambricht, back to 77, but we don't own it.

Commissioner Kidwell said can you go back to the overlay where it shows.....where your red line is and I think it was marked out on another slide, but these lots that you are purchasing.....

Mr. Simerville said if we had control and were able to finish that road then that would create a commercial corridor, so the idea, I know that the Doves and the Maxwell property owners are the two large tracts at the bottom right corner. They have had conversations and are expecting because we are going to extend the sewer, we're not going to Rocky River, we're going to Mallard Creek, so we have private sewer easements that come down connecting our property into Eastfield Road and then via manhole over to Mallard Creek. They are excited about granting the sewer easements because it immediately activates their ability to monetize their property. They believe that with the Everette Keith extension being completed that now becomes commercial property fitting in with the small area plan. Our thought was that we leave those zoned as is and then make those available to whoever comes in and does the assemblage of everything on the south side of the new Everette Keith thoroughfare. We are open to leaving them like they are and designating them as.....we would be more than willing to discuss that.

Commissioner Phillips said just for a point of reference for the rest of the Board, Dickson Farm Road is in the ETJ technically, but that land has all been sold to Hendrick and it's now commercial, so just keep that in mind because that's not on here because it's ETJ.

Commissioner Kovacs said I'm looking at Polaris, to the west is already basically what this is going to be, light industrial and then basically all the big parcels to the east are Duke Energy, so no matter what, Duke is separating this from the residential on the other side of Duke.

Mr. Holoman said that's correct and we were not involved in the creation or the adoption of the small area plan although we have been operating under the assumption that that is why the small area plan

called for the Duke Energy easement as the barrier area and thus why a use such as light industrial might be appropriate in this particular case.

Commissioner Kovacs said do we know if anybody is interested in above this project.

Mr. Peete said there is not anyone actively. There have been some folks in the past. It is one large tract where Hambright tees into. Topographically, it's pretty challenging, so that may be why.

Commissioner Munger said will you go back to the one with the red with the blue. If I'm looking at the blue line and that's where what they are looking to rezone where they are going to build. I see it cross the red line. Does it actually cross the red line, because in my head that means we're trying to rezone something that they don't own.

Mr. Peete said there is a land swap that is involved in this.

Mr. Simerville said I'll direct you to the bottom left corner where the parcels are highlighted in blue. We are under contract to acquire everything in red. We are rezoning everything within blue. And then the swap levels out those two corners that poke in there, so believe me my civil engineer, surveyor over here, they have it all tied up that we're.....

Commissioner Munger said I was looking at this it looked like we're rezoning something you don't own and that was problematic for me. Some of the other ones have kind of been covered by staff and I just want some clarification. Nature trail appears to be located within the stream buffer. Will this be constructed in an appropriate manner?

Mr. Holoman said the nature trail will not fall within or cross the stream buffer.

Commissioner Munger said the 80' landscape buffer along Everette Keith Road nearest the cul-de-sac is not consistent across the frontage of the property and must be revised. Has this been rectified?

Mr. Holoman said it has not and we would ask for your consideration of that point. We will continue to work with staff on that issue. The construction and inclusion of the cul-de-sac while important and necessary for flow and circulation, certainly have created some challenges and so we will continue to work along that yellow line to see what can be done to either expand the buffer or make the buffer more palatable to staff.

Commissioner Munger said staff does not support the reduction in buffer from 80' to 40' on the northern boundaries. Is this something you are willing to modify?

Mr. Simerville said that's the global ask is that whether it's through expansion of the Employment Center or under some other form of variance. In the next week or two, pretty quickly we are going to come up with some modification. We won't be able to do 80' on all three sides, so the ask is that you be prepared for whatever we come up with for these guys and the next time we come around it's not going to be exactly what they want, it's going to be as close as we can get with as many concessions and attempts and hail marys as possible and that's why we are here.

Commissioner Munger said one of the things I think that staff is trying to point out with going to an 80' buffer is it can considerably impact that property value of the person who owns that property. They are looking to be able to have a fair boundary between whatever they are trying to develop there and your

facility and so I think that's why staff is asking for the 80', but just keep that in mind. Will you be providing a 10' side path along Everett Keith Road along your frontage?

Mr. Simerville said these are all the small things that we're still working through.

Commissioner Munger said do you foresee any problems in complying with the recommendation stemming from TIA including land acquisition, if any?

Mr. Simerville said no, specifically Stephen and the Town of Huntersville signed off on the scoping agreement. We studied the intersections and interchanges and we ran traffic counts and have agreed to the improvements recommended and that's included in our budget. There's the catchall of other developments that we don't control that we are not responsible for on the other side of 77 and if those don't get built, then we've got to do those. That's a bit of a problem. If that happened and we were nearing completion and those things had not come out of the ground, we would re-run the traffic study and go from there. We are onboard with what's recommended for our project, it's everybody else....

Commissioner Munger said are you actively seeking a willingness to serve letter from Charlotte Water and where are you at in that process?

Mr. Simerville said this project, you guys have probably seen it, turned it down as high-density residential years ago. Many of the sellers are out here and have signed up to speak in a minute. When we were approached about our interest level, obviously we knew of the sewer issue because of Bryton, so we immediately approached Charlotte Water and said if you go the other way down to Mallard Creek, they said yeah we're all over it and gave us the willingness to serve letter. Since then, we designed plans and had surveys and all that kind of stuff done. We've not updated the letter. We are in regular dialogue with them. We just haven't requested it. It's not anticipated to be an issue.

Commissioner Munger said as we talk about the Everett Keith Road and the extension, are you willing to do anything to assist with the completion of Everett Keith Road down to Eastfield? I realize a lot of that is out of your hands in terms of land acquisition, but in any way possible.

Mr. Holoman said we are willing to have the conversation with staff. We've indicated that on a phone call on Friday. That is a very significant ask that is an incredible burden to the project and the risk in my opinion having been a developer in Charlotte for nearly 23 years is that if we do that and it delays our process, there will be a detrimental impact to the people that are here in the room and we don't want to do that and I think you are going to hear from our sellers here in the room. We are very focused on moving forward to the extent that we can accommodate some extension in some reasonable manner that is not detrimental to the development nor the timeline, we are willing to have that conversation and we indicated that to staff on Friday.

Commissioner Munger said there are a multitude of options. It's possible financial assistance towards the actual building of the road and without burdening you with actually going through the process of building it, land acquisition and so forth, could be an option.

Mr. Holoman said that's how you make a developer smile.

Mr. Peete said just one quick clarification on the buffer to the north. I just wanted to make sure it was understood by the Board that was not a recommendation, that is an ordinance element.

Commissioner Munger said correct, understood, and we like to stick as close to that ordinance as possible.

Commissioner Partee said I've been remiss because I usually go before Commissioner Munger because he tends to cover a lot of the issues that I want to talk about, but on the staff recommendation, Item 12, and Commissioner Munger brought up clarifying if the nature trail shown in the stream buffer will be constructed to accommodate the stream be relocated outside the buffer. Is this part of our greenway plan?

Mr. Peete said it is not. This is just an amenity for the site which we have no issue with. It's a great add, but we do need to make sure that they are following permitting procedures.

Commissioner Partee said do we have a greenway going through that area up Eastfield Road into Skybrook?

Mr. Peete said the southern end of Bryton Commerce Center Drive, it goes along the railroad tracks. It does not intersect this property.

Commissioner Boone said could you tell me the time of year that the TIA was done. Was school in session?

Mr. Simerville said counts were done this year before school was out.

Commissioner Boone said it seems like flex space is a big key word here...about 3 or 4 years ago, now we've got plenty of flex space, but it seems like people are wanting more height in their buildings for flex space. Can you tell me the height of these buildings?

Mr. Holoman said I just want to make sure I heard the question – the height of the two buildings that we intend to construct. They are 36' to 40' clear height, finished height.

Commissioner Boone said the projects that you have done so far on Everette Keith I think they are excellent. They really look good.

Mayor Bales said I do have a couple of questions and I believe this would be for Mr. Peete. When you started your presentation, you talked about the two items that did not meet the 2040 Community Plan. Can we go back and talk about the five that did because one of those that said that did not support was protecting existing housing stock. How many houses currently sit on that 59 acres?

Mr. Peete said the ones that would be transformed into the site.

Mayor Bales said the homes that currently exist when we are talking existing housing stock.

Mr. Peete said I don't know the acreage there. You are mentioning the 59.

Mayor Bales said I said 59 because it says the project size is 63.91 acres, only 59.65 acres to be rezoned.

Mr. Peete said the homes that are the existing stock to be protected would be everything south of the red line, so there is no acreage number that we tallied up. I could get that for you.

Mayor Bales said I'd like to see that number.

Mayor Bales said going back to the five that did meet the ordinance, can we go over those very briefly. The first one was LU-5.

Mr. Peete said that's talking about focusing more intense developments the locations that can support that growth. Obviously, you have Bryton immediately to the west. You are aware of the \$30 million infrastructure that the TIF financing package did back in the day, so there's been a lot of investment in the road network and realigning the railroad and all that is there. If you see this as an extension of that, then this is in the core if you go back to the 2030 Community Plan, that terminology that's been carried over. This is not far flung on the east to the west, this is absolutely if you are going to do something intense, this is in that.

Mayor Bales said based off of this because it sits between Duke and its substation and the property that they own and existing Bryton this is why we are saying.....

Mr. Peete said it's the broader sense of everything that's there. The Duke Energy land is a rationale in our recommendation that you wouldn't want to go beyond that. That is substantial and it represents a transition, represents a buffer, and so if you want to reconsider something different to the west of that, but this particular one is really dealing with the infrastructure that currently exists.

The next policy LU-7 is required development to follow design principles reinforce the vision of the Town. You can see the additional bullets there. What that's getting to is that a very simple item that I would lead with is our policy that's been long-standing is you either build to address the streets or you hide behind buffers and they have elected to do the latter and so that's why our comment is well now you need to kind of finish that equation, if you will. But the design principles that are outlined in the ordinance and in the 2040 Plan, they are following them to the extent that 750,000 sq. ft. of two large buildings is able to do, but that would be one of those primary examples.

The third element is EV-1 and that is support a balanced economy through job growth in target industry sectors. I think Commissioner Kidwell kind of alluded to that. If you deem that we need more of this particular use, this could be an opportunity to expand Employment Center. The 2040 Plan is supportive of identifying those sectors and providing for them where they are appropriate.

Mayor Bales said as the representative on the Lake Norman EDC Board, our main focus has been advanced manufacturing, healthcare and IT, so this does fit in the wellhouse in which we've been working for quite some time.

The fourth item is T-3 improve connectivity throughout the study area. Again, they are not only enhancing and sort of rebuilding Everette Keith Road, but they are looking to extend it, whether it goes on Eastfield or not. And then there are other, as you saw on the diagram, intersection improvements and so they are certainly facilitating that. The connectivity to the north and to the east, again that's an item that we're still discussing with the applicants. There are stub streets in the Forest Lake area estates. We want to finish the analysis of that and then the property to the north which is definitely sizeable and could be redeveloped, but you have to take into consideration what could that be, what is it zoned for, etc.

The last item T-5 is facilitate multi-modal transportation and that's simply recognizing that they are looking to do the 10' side path to provide bicycle and pedestrian, as well as the road improvements.

There being no further questions at this time, Mayor Bales called on public speakers.

Patty Jenkins, (Barbara Keith, 11226 Everette Keith Road, deferred her time), this has been something that my whole family has pulled together and we have been together through this whole process even the ones that are choosing not to move, the ones that are staying. If I could say something right quick, this definitely is to me the best-case scenario for those that are there because of the population of like if it was housing that would be on top of them and we've got them across the street, never any problems. I am representing family and neighbors on Everette Keith Road that are in support. All of us are in support of rezoning the 59.66 acres. I have personally been on the property for 70 years. But the property has been family owned since the 1900's. My grandmother and all of her siblings that used to be Russell Road owned both sides of the road and out to the demolition dump. My dad kept his and several of his other siblings of the 100 acres that my grandmother owned. In 2007 family and neighbors listed this property for the first time, so we have been due to economy or whatever trying to get this property sold, we as a family decided that the community was growing in leaps and bounds and we wanted country. That was our purpose to get out where it's more rural area. Our latest contract was signed in 2020 with Integrity Development Group and then Foundry is who we are dealing with as far as the development. The property has been delayed several times due to 1-1/2 units per acre allowance, sewage capacity and possibly this 80' buffer requiring different permit that could take up to 6 months, possibly up to a year is my understanding, if you guys don't offer some leniency on this 40' as opposed to the 80'. Actually, the original plan that we are asking that you would adopt with the 40' buffer and the rezoning is if this was permitted then we would be able to close in 2023, the end of 2023 is our understanding. Without that then it's going to be pushed out even longer. Since 2020 property owners have lost money due to increase in cost of housing, increase in interest rates, possibly property tax increase and cost of insurance coverage due to the increase in property values. In the past three years we have lost four of our immediate family and the latest one has been within the past three weeks, 50 years old. With this being said, my family and the neighbors and all really feel like time is of the essence and that this is made it very much more evident to us and especially I'm the youngest of the seven that is still living. My younger brother died at age 56 and so we need to move on with our life and that's mainly the plea that we're coming before you. We support Foundry 100 percent. They've done nothing but work with us and the development across from us, the warehouses and so forth. They have been nothing but courteous. If there were any complaints as far as people starting to park there or whatever, they have come right to our aid and that's before we were signed up with them, because I think it's the original three was developed way before we got involved with them. We got involved with them I think it was 2021, so this is my thoughts. Tonight I would like to thank you for the opportunity of being able to share this short version of our journey in trying to sell our property and we would ask that you would work with Foundry Commercial by allowing a variance in the 80' buffer and with any other issues that could cause the rezoning any additional delay because this has been going on for a very long time and intense and has caused some health problems in the three of us that have been pulling the group together and working with the developer and so forth. *Additional written comments attached hereto as Exhibit No. 13.*

There being no further questions or comments, Mayor Bales closed the public hearing.

Petition #TA23-01. Mayor Bales called to order public hearing on Petition #TA23-01, Street Trees, a request by the by the Town of Huntersville Planning Department in cooperation with the Engineering and Public Works Departments to amend Articles 7.7, 5.5, and 12 of the Zoning Ordinance to provide options for developers to reduce impacts caused by street trees while meeting the guidelines of the Huntersville 2040 Community Plan and the intent of the Zoning Ordinance.

Lauren Speight, Senior Planner, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 14.*

I'll be reviewing the sections of the Staff Report and Mr. Trott also has some slides to share as well regarding this proposed amendment.

I just want to provide a little background and context for this text amendment. Before 1996 under county development standards, neighborhoods such as Northstone were constructed with a planting strip and sidewalk on one side of the street only. With the adoption of the 1996 ordinance, developments required street trees and a planting strip with sidewalk on both sides of the street as is shown for Monteith Park. In 2003 a very large text amendment included a section that increased the planting strip from a minimum of 5' to 7' to better support healthy tree growth.

Planning staff sees that street trees provide many benefits to property owners and to the broader community. Street trees can also present some challenges. As street trees in Monteith Park and other developments mature, the Town Engineering and Public Works Departments observe damage caused by the street trees. Per the directive of the Board of Commissioners, this proposed text amendment seeks to prevent damage with future developments by providing options for developers to provide an environment that is conducive to healthy tree growth and better insulates infrastructure like sidewalks from the tree growth as well. Staff submitted the text amendment earlier this year and it has gone to the HOAB several times. Staff adopted all except one of the changes included in the HOAB recommendation which I'll go over next. We'd just like to stress the submitted text amendment is for future development and we are working on other options to resolve challenges with existing developments.

I'm not going to read all the language on the sections of the ordinance. I'm just going to go over the summary and some context. After staff was directed to propose the text amendment regarding street trees, we conducted an extensive amount of research of regulations of comparable communities, best practices for the preservation of canopy and street tree planting so we analyze the developments with reported impacts in the Town of Huntersville and we found overwhelmingly that either an inappropriate species was planted near sidewalks or trees were improperly located in the planting strip. What we mean by an improper species is that you have something like a pin oak that's located in a 5' planting strip, it's just not going to be sufficient for a tree of that magnitude. And then when we're talking about trees that are improperly located, we are saying that perhaps a tree is located too closely or within a site distance triangle or close to storm drains and that's not going to be safe or conducive to the sidewalk conditions or for tree growth.

Section 1 of the proposed text amendment aims to reduce the conflict of inappropriate species being located within the planting strip by revising the minimum planting strip widths. Previously the planting strip minimum was 7'. This proposed section will amend this such that only small maturing trees will be permitted in a 7' wide planting strip and then large maturing trees would need to be in a minimum 9' wide planting strip. The additional section of this text amendment includes an alternative to planting strips with street trees. We've included an option for there to be a green zone that does not include a street tree and in lieu of a street tree planted in a planting strip, the development would provide an additional front yard tree for qualifying lots in subdivisions.

Section 2 of this proposed text amendment includes a couple of changes. One is rather minor. Previously the yard tree requirement section title was New Trees and there was a recommendation from HOAB that the term be actually defined in the ordinance and that it be specified and so we've included the term required yard trees and the definition is provided in Section 4 of this text amendment. Additionally, one thing that we've seen overwhelmingly is that we don't see a lot of large lot subdivisions proposed. We see a lot of circumstances where the build to range is rather shallow so you

have approximately 25' build to range or setback and so this section of the text amendment proposes that small maturing trees may be permitted as a front yard tree in lieu of a large maturing tree.

Section 3 are proposed amendments to Article 5.5 of the Zoning Ordinance and this is the first change in Subsection 1 is to be consistent with the proposed changes in Article 7 and then the second change was also a recommendation from HOAB. Currently the ordinance allows for street tree spacing to be field adjusted for driveways utilities and this also further indicates that the street tree spacing may be field adjusted to comply with the Town of Huntersville Engineering Standards and Procedures Manual, so just to kind of further indicate the position can be altered to accommodate infrastructure so if there's storm drains or there are conditions that are not completely captured in the plan review or are altered in construction that the location of the tree can be moved.

As mentioned, Section 4 includes the definition for required yard trees that was added to Article 7. Additional information is included in the Staff Report and the proposed text amendment is consistent with Policies EOS-4.1 and 4.3 of the 2040 Community Plan as preservation of the existing canopy and requiring street trees were identified as priorities of that plan.

Stephen Trott, Director of Engineering, said what I would like to do is I have a few slides. *Refer to PowerPoint attached hereto as Exhibit No. 15.* Kevin Fox is here as well to just talk about some of the things that Engineering and Public Works sees.

Mainly Public Works sees maintenance issues come up throughout the town. As the trees continue to grow and mature there seems to be an increased need for maintenance of the sidewalk and stormwater system that the Town maintains based on that tree growth.

As Lauren mentioned the history, there was no street trees, then there was a 5' planting strip with a street tree, then a 7' and now another change. To me it's showing that there's more room needed for the trees if you're going to have them between the sidewalk and the street.

What Engineering and Public Works would like to see is going back the other way, not to have a street tree between the sidewalk and the curb and gutter, but instead to have that behind the sidewalk. The Town is spending around \$500,000 a year on sidewalk maintenance. A lot of what we're seeing is because of street trees causing some issues.

What Engineering and Public Works would recommend, and this was considered by the HOAB, was have a smaller planting strip, have a narrow right-of-way, have more developable area, and have those trees be in the folks' yards. When you do place trees behind the sidewalk, we are anticipating that those costs will be less to maintain, the stormwater and sidewalk system, then you'll have more area for development, less right-of-way. We also think it will be easier for the property owners to understand they have to maintain those. The trees right now that are in the planting strips, they are in the public right-of-way, that's the property owner's responsibility. That's not the Town's responsibility to maintain those.

Those street trees, if they are not limbed up or maintained properly, can cause some challenges for street resurfacing. Those trees have to be limbed up so the equipment can get under them when street resurfacing happens. Utility providers also run into conflicts. As those trees grow and mature, if they have to get in there to do work and the lines are in that planting strip, they will have a difficult time. They may have to remove trees to be able to service water, natural gas, telecommunications, power, these are all the folks that are in that same area where the street trees are.

As Lauren mentioned there's other conflicts as well – site distance, visibility of streetlights and signs. These are all things that come up on a regular basis. If you drive through neighborhoods where the trees have matured, you see these things.

I have a few other slides just showing you some visual examples. Another issue along thoroughfares is as the trees grow, they need to be pruned to keep away from the utility lines that are there. That's a recurring issue. Just a couple of examples of street signs and site distance. Can you see the stop signs or signs? Can you see the street name signs? If you can't see them, do you know to stop. Is that creating a safety issue? As Lauren mentioned, we try to be cognizant of that in new subdivisions to try to remove trees around intersections. That works well on plans, but you also have to look at those when the builders and developers are going to put those in many years later. That's another challenge to work through.

This is an example of streetlights. It's fine now. When the tree matures, gets some age to it, there will be less light so the Town could be paying for a light there, but there may not be much light available. It may be good light for the tree. It may not provide a lot of light as that tree matures, and in this case poor location for the tree since it's really close to the stormwater infrastructure.

As was alluded earlier there are some subdivisions in town that have no street trees. This is an example here. You still get the shade on the street as the trees mature. At initial planting, no there's not going to be shade, but as those trees mature, you do get some shade on the street. You also get great visibility of vehicles and pedestrians. You're going out to get your mail or trying to cross the street, there's not street trees there right next to it, have much better visibility and you are able to see the cars coming down the street because there's not trees right there.

We are thinking about what's the future going to look like. What could streets look like that have mature street trees behind the sidewalks. This is just one example. This is actually from Charlotte, but it shows as those trees mature you're going to get a canopy and you're going to get some coverage but hopefully a reduced cost to maintain the sidewalks and stormwater infrastructure. Example along thoroughfares, same kind of thing. If you plant small trees under the utility lines, they look good to start. They can create some challenges. If they are behind the sidewalk, maybe less, still probably some challenges with limbs or things that can fall on utility lines. Small trees, they may look good, but they can still present some of the same challenges that large trees do in the planting strip. Same kind of example. Do you see the stop sign that's in the picture. Probably not, it's still blocked by the trees because those things are occupying the same visual site line as you drive down the street. Just another quick example of a streetlight. Can you see the streetlight in the example on the left. That's during the winter. During the summer, probably not much light. You want to see some examples in town, you don't have to go very far. There's several subdivisions in town – Northstone, Hampton Crossing are two that don't have the street trees in the planting strip. Hamptons, Wynfield, Melbourne is another neighborhood. There's several in town if you want to go out and take a look and compare different neighborhoods and what they look like or feel like. What Engineering and Public Works would like to throw out there is to not have a street tree.

Commissioner Kidwell said just a comment, I couldn't agree more moving the trees back away from the sidewalks. It's becoming a burden I know for Public Works. I live in Carrington Ridge. You guys have been in our neighborhood probably half a dozen times in the past year and you are still working on a lot of those sidewalks. I like the aspect of putting this off the street, putting it in the front yard. I know that I've had issues with our street trees at both of my houses that I have lived in in Huntersville with species type not being the right fit, weak tree blows over in the wind, or just dies and doesn't do any good. I'm glad you guys are on top of this.

Commissioner Phillips said I was going to point out you guys didn't use the best example ever right now. When you go down Bud Henderson from Gilead heading this way with the new light and those trees, you can't see the light for anything. I don't know if we've had people get in accidents yet, but it's like the inevitable. It's a safety concern beyond just maintenance and money concerns.

Commissioner Munger said I just want to say when we discussed this on HOAB, this was several sessions. I will say in the end I don't know what exactly the right answer is. If you move the sidewalk too close to the street, it makes people frightened to walk along the street, so you have to give them a little bit of gap. If you put the tree in between the street and the sidewalk, that obviously causes issues. Do you shift the sidewalk all the way back up to move the trees all back up, so it was a whole lot of discussion. If I could ask you, because there's still one question that is unclear to me. If you could go back on your slides, there's a slide at the top it says where is the stop sign. This is the question I have that still I can't figure out. You are talking about the trees in the front yard. What about corner lots. Where does that tree go.

Mr. Trott said great question.

Commissioner Munger said because if you put it on the other side of the sidewalk, you are kind of imposing on the homeowner's ability to put in that fence. That's the only unsolved mystery to me. If we just think about that and maybe make it flexible so that they can put in their fence and put the tree in afterwards. This is the only one that doesn't make sense to me.

Jack Simoneau, Planning Director, said let me say we're shocked to hear Engineering and Public Works are now saying we don't want the street trees because frankly from the HOAB to the Planning Board we had this compromise which was 7' planting strip with a small tree, which today could be a large tree and 9' or more can go to a large tree, but bear in mind that that would be the appropriate tree, so even if you have 9' or 7', it's still got to be the appropriate tree. Staff prepared a list of what are the appropriate street trees and then at the HOAB and Planning Board the Engineering and Public Works Department did ask for a third alternative which would be the 5' sidewalk and then the tree into the yard. One of the problems that you have with the yard is most of the setbacks are in the 20' maybe 25' setback. You already have a required yard tree in there. If you start to move two or three more trees in there, it really jams it up, so it doesn't quite work space-wise, so that's how I would answer the presentation that was given to you, it gives you several alternatives to pick and choose from, but we would not recommend no street trees.

Commissioner Munger said definitely no. Ultimately tonight you are just looking for a recommendation of do

Commissioner Partee said when reporting obstructed traffic control signals and signage, what is the procedure. I ask that because when my wife and I worked uniformed patrol, it was the responsibility of the police officer in that sector to send a report into command that there's a stop sign obstructed, there's a stop light obstructed, and then Public Works would go out in our sector and clear that particular intersection or that particular corner, so what's the procedure now.

Kevin Fox, Director of Public Works, said it happens multiple different ways. Citizens can call in and report it. We try to canvas the area, but obviously we can't be in all places at all times, so Public Works and Engineering try to canvas the area to spot it. We get reports from police officers. We get reports from the fire department. Any time anybody sees it, we get the call and then Public Works responds and takes the necessary action.

Ms. Speight said I just want to add that the Planning staff also receives feedback from neighborhoods, usually HOA representatives, about obstructing trees in their neighborhood and things like that. We will go out and walk the entire neighborhood with residents and we send a map back to Engineering staff where we marked every tree that was problematic in that neighborhood and figured out which ones were improperly planted and which ones could be removed that were posing a danger for safety, they were in front of a stop sign or something like that, so there's also that option.

Mayor Bales said once you've done that, who then removes those trees or replants those. Is that the HOA's responsibility.

Ms. Speight said for the neighborhood that I walked, the HOA did that. They worked with their residents to remove the trees that they were allowed to remove.

Commissioner Kovacs said do we require root guards to be put in when trees are planted.

Ms. Speight said they are not required, but they can be allowed. One of the things with this proposed text amendment this is more like forward looking. For the existing issues that people have, that is something else that we are working on so like situations what you are talking about, if someone has a tree that's causing a challenge now, like this species is not working, the roots are spreading everywhere, we want to put in something to restrict that growth, they can do something like that.

Commissioner Kovacs said can't you plant a root guard with the new trees so that way it encourages.....so have we talked about requiring that when trees are planted.

Ms. Speight said we have talked about it.

Commissioner Kovacs said is that not recommended.

Ms. Speight said actually we are in the process of working with an arborist on a contract to get recommendations for proper tree planting, so that's one of the things that we are working on to resolve the existing issues with trees that are planted and for future tree guidelines.

Commissioner Kovacs said if that works out then if we require root guards, then it could also help with this street tree situation in the future.

Ms. Speight said yes.

Mayor Bales said have we compiled an appropriate list of trees that we would like to see utilized in the spaces here, whether it's the planting strip or in the yards.

Ms. Speight said yes, we have, and that list is going to be reviewed by a professional arborist to certify that we have identified things that are most appropriate. So far, they have agreed with what we have picked.

Mayor Bales said for all of us who have chosen to make Huntersville our home, I think that's one of the things that we've all loved, which has been just the tree canopy that we have and I know that even with all the growth we've experienced since the 90's, we haven't lost as much tree canopy.....I think I heard 5 percent. With all the development we've had, we've been very purposeful with tree plantings etc. within yards and along the streetscapes and I think that's what makes Huntersville such a beautiful

place, so I for one if we can find some compromise and some balance to this, I think that it adds value to our properties etc.

Frank Gammon, Vice Chair Planning Board, said I think Jack gave a good summary at the end. One thing you notice with this that we looked at was there are yard trees required now and they were right about if you take a look at the developments today, the front yards are 20' to 25', you don't have that big distance anymore when you are talking about an area like this. HOAB was opposed to increasing the number of yard trees, that's why we came up with the modifications for the smaller trees 7' to 9'. I'll discuss all this when it comes to the Planning Board, but I will want to answer one question, I have a solution for the lights. Don't plant the tree next to it.

Commissioner Kovacs said from what you guys were saying, if you were to take street trees and move them after the sidewalk onto the lawn, would that then put the responsibility on the homeowner.

Mr. Trott said the responsibility is on the homeowner either way right now. If street trees are in the right-of-way or yard trees, that's all the responsibility of either the property owner or if it's written in their CCR's, the HOA today.

Commissioner Kovacs said but we go out and trim them if they are obstructing things.

Mr. Trott said yes. First, we will ask the property owner if they can, but if not, I believe for street resurfacing, you want to share what's done with that.

Mr. Fox said for street resurfacing the asphalt comes in dump trucks and with the trees overhanging, the dump trucks can't raise, so generally in front of resurfacing we'll go out and do some pruning. Obviously for safety issues, sign blockage, things like that, Public Works will go do the pruning, which would be the case if the tree were in the yard and overhanging in the street, we still would have to do that. To Mr. Trott's point, the trees are already the responsibility of the property owner.

Commissioner Phillips said could you guys work on getting us maybe how many staff hours you have going into having to go out and clean up other people's trees.

Mr. Fox said I don't have it broken into that detail, but I can try to research that. By far the largest expense we have is sidewalk remediation which is \$500,000 to \$800,000 every year. As far as man hours, to track that type of pruning and stuff like that, I would have to gather that information.

Commissioner Phillips said would you do that please.

Ms. Speight said one thing to also keep in mind is that the tree plantings in the planting strip and in the yard are used to remediate the removal of the trees when new developments go in. If we are considering not having trees in a planting strip and we also cannot add the trees to the yard, you may want to consider what happens with the canopy save because you won't have those trees replanted, so just something to keep in mind.

There being no further questions or comments, Mayor Bales closed the public hearing.

Close Portion of Mt. Holly-Huntersville Road. Mayor Bales called to order public hearing to close a portion of Mt. Holly-Huntersville Road.

Lora Mastrofrancesco, Transportation Engineer, entered the Staff Report into the record and reviewed the request. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 16.*

The Town of Huntersville upgraded and realigned the intersection of NC 115 and Mt. Holly-Huntersville Road to a roundabout with 10' multi-use paths. NCGS §160A-299 gives the Town Board the authority to abandon street right-of-way (within the Town Limits) following a public hearing and a determination that the abandonment: (1) is not detrimental to the public interest, or the property rights of any individual; (2) does not deprive any individual(s) that own property nearby of reasonable means of ingress and egress to their property; and (3) is contrary to the adopted policy to preserve existing right-of-way for connectivity.

The requested abandonment is 0.148 acres and is no longer needed for the Town to keep as public right-of-way. The applicant owns both of the abutting parcels.

Pursuant to NCGS §160A-299 notice of the intent to close this unopened right-of-way was advertised in the newspaper. Copies of the notice were mailed to adjacent property owners, and two signs were posted along the right-of-way. Staff received no comments from adjacent property owners.

Staff reached out to Huntersville Fire and Police chiefs and they both had no objections to the Town abandoning this part of right-of-way.

Planning Staff reviewed this abandonment and had no issues about it. They also did not receive any inquiries during this last four weeks. The Engineering Department did receive two inquiries about this abandonment. One wanted to make sure it wasn't their part of Mt. Holly-Huntersville and the other one was asking if this parcel piece would be for sale.

Commissioner Munger said according to the statute that you referred to, there is no North Carolina General Assembly that has precluded us from being able to sell property like this or put it out for bid to anyone. It has to go to the adjacent landowner, which in this case because the landowner owns both sides, it goes to that person specific.

Ms. Mastrofrancesco said correct. If it was two separate land owners, half would go to each land owner.

Commissioner Munger said one of the subsections of that Part F, a city may reserve a right, title, and interest in any improvements or easements within a street closed pursuant to this section. An easement under this subsection shall include utility, drainage, pedestrian, landscaping, conservation, or other easements considered by the city to be in the public interest. The reservation of an easement under this subsection shall be stated in the order of closing. The reservation also extends to utility improvements or easements owned by private utilities which at the time of the street closing have a utility agreement or franchise with the city. Do any of those fall into this property?

Emily Sloop, Town Attorney, said in speaking with staff there are no interests that we need to reserve at this time and no improvements in the portion that's being abandoned.

Commissioner Munger said I just find it ironic, again this is North Carolina General Assembly basically taking away the rights of a municipality to be able to conduct proper business. If we need to put in a sidewalk along a street of an existing neighborhood, we have to go to those homeowners individually and say can we buy that property from you to be able to put that sidewalk in, but as we shift a street back to the public, we have absolutely no right to sell that property for any value.

This item will come back at the next meeting for action.

There being no further questions or comments, Mayor Bales closed the public hearing.

Bond Order – Transportation Bonds. Mayor Bales called to order public hearing to receive public comments on Bond Order authorizing the issuance of \$50,000,000 General Obligation Transportation Bonds.

Pattie McGinnis, Finance Director, said I really just have the conduct a public hearing on the \$50,000,000 for Transportation Bonds.

Mayor Bales said this \$50,000,000 is what will go onto the ballot in November.

Ms. McGinnis said correct.

Mayor Bales said just to be clear, we're not spending \$50,000,000 of your money, we are coming to ask you first to spend it on Transportation.

Commissioner Kidwell said those projects will be stated or identified.

Ms. McGinnis said not specifically on the referendum. In the educational, we could, but not on the referendum. It won't be specific by project.

Mayor Bales expressed appreciation to the staff for their work in putting the bond orders together.

There being no further questions or comments, Mayor Bales closed the public hearing.

Bond Order – Parks and Recreation Bonds. Mayor Bales called to order public hearing to receive public comments on Bond Order authorizing \$8,000,000 General Obligation Parks and Recreation Bonds.

There being no questions or comments, Mayor Bales closed the public hearing.

OTHER BUSINESS

Bond Order – Parks and Recreation Bonds. Commissioner Boone made a motion to adopt the Bond Order authorizing the issuance of \$8,000,000 in General Obligation Parks and Recreation Bonds.

Commissioner Kovacs seconded motion.

Motion carried 5 to 1, with Commissioner Phillips opposed.

Bond Order attached hereto as Exhibit No. 17.

Bond Order – Transportation Bonds. Commissioner Boone made a motion to adopt the Bond Order authorizing the issuance of \$50,000,000 in General Obligation Transportation Bonds.

Commissioner Kidwell seconded motion.

Commissioner Munger said the \$50,000,000 we're putting towards the public roads and so forth is we have I think over \$120 million worth of road projects that we could actually do. I would have wanted a

little bit more, but \$50,000,000 was the compromise that this Board came together with and I was part of that compromise and I'm happy to have been part of that. We hear you. The roads need improvements. The reason we probably didn't do more is if you do too much at one time you can't actually get enough people to do it and all of a sudden the entire town is under construction, so I am in support of this and just wanted to publicly state that.

Motion carried 5 to 1, with Commissioner Phillips opposed.

Bond Order attached hereto as Exhibit No. 18.

Resolution – General Obligation Bonds. Commissioner Boone made a motion to adopt the Bond Resolution directing the Bond Referendum and required notices.

Commissioner Kidwell seconded motion.

Motion carried 5 to 1, with Commissioner Phillips opposed.

Resolution attached hereto as Exhibit No. 19.

Petition #R23-05, Lagoon Bay Beach Club. Petition #23-05, Lagoon Bay Beach Club, is a request by Bi-Part Development, LLC to rezone +/- 263.01-acres generally located north and south of NC 73, south of Mayes Road, east of Westmoreland Road, north of McCord Road and west of Black Farm Road from existing Rural and Transitional Residential to Traditional Neighborhood Development - Conditional District, Neighborhood Residential - Conditional District, and Highway Commercial - Conditional District for a mixed-use development consisting of approximately 1,183 residential units (250 single-family homes, 201 townhomes, 432 apartment units and 300 condominium units), 210,000 sq. ft. of retail, 200 hotel rooms, 36,000 sq. ft. of convention center space and a 41.16-acre commercial lagoon (Parcel Nos. 01106218, 01125102, 01125109, 01125103, 01125108, 01104101, 01105105, 01106217, 01106226, 01106219, 01125101, 01125104, 01124123, 01105104 and 01124102).

David Peete, Principal Planner, said we understand that the applicant has made some changes to the plan and they would like to try to answer any questions you have. We have no presentation. The plan has not been submitted yet.

Commissioner Boone made a motion to defer the final action on Petition #23-05 for 60 days because the proposed amendment to the petition are substantial changes not resulting in an intensification of the petition. This will go back to square one with the advertising, the Planning Board, and go through the plan as we have set forth in the Town.

Emily Sloop, Town Attorney, said as a point of clarification 60 days would not be long enough to call a new public hearing, have the new public hearing, go back to the Planning Board and then set final action.

Brian Richards, Assistant Planning Director, said as you might recall earlier this year, we had this same process for Birkdale Village. If it's the Board's desire, we could send this back to the Planning Board on August 22 and then look for Town Board motion on September 18. That would accommodate the required 30-day delay.

Commissioner Kovacs said but it wouldn't have a public hearing?

Mr. Richards said there would not be a public hearing.

Commissioner Boone said I personally think that this project has changed so much I think we need to have the public input into it in the public hearing, so I'm going to amend my motion to the dates that you recommend.

Commissioner Kovacs said it won't have the public hearing.

Commissioner Boone said we will have a public hearing.

Commissioner Kovacs said with his dates?

Mayor Bales said no, he's saying he's going to remove the 60 days.

Commissioner Boone said right, and I think that it should go back to the public hearing, have their input into it, but I haven't worked those dates out. Do you have those dates?

Mr. Richards said I have not seen those dates yet.

Anthony Roberts, Town Manager, said will 90 days give enough time to get the public hearing and all in? I'm just trying to get a date.

Ms. Sloop said my recommendation would be not to attach a specific date to it, rather in the motion direct staff to call for a new public hearing, that a new public hearing be advertised as required per statute, be held, that the new plans go back to the Planning Board and then afterwards it come back to the Town Board for a recommendation.

Commissioner Boone said I would like to remove my original motion and make a motion to defer the final action on Petition #R23-05 for 90 days because the proposed amendment to the petition are substantial changes not resulting in intensification of the petition.

Mayor Bales said again, I don't think that was what the Town Attorney suggested was 90 days. She was saying remove the dates, let staff facilitate the process and just lay out the process if you want it to be advertised to go back to the public hearing and Planning Board.

Commissioner Boone said I'm going to go on the recommendation of the Town Attorney. Now is the problem the 90 days?

Ms. Sloop said yes. We do need to have sufficient time in order to not only call for the public hearing on one of the Town Board agendas, we also need to publish the required notices that need to go out and there's a very specific time period for doing so and then we would have to also get it back on an agenda for a public hearing, on a Planning Board agenda, and then another Town Board agenda after that.

Commissioner Boone said then I will remove the 90 days out of my original motion.

Mayor Bales said there is a motion to advertise, call the public hearing and follow the process.

Commissioner Munger seconded motion.

Commissioner Kidwell said would you be willing to amend your motion to ask the Town Manager to work with the EDC to provide this Board with an economic analysis of the project.

Commissioner Boone said sure, I can amend my motion.

Commissioner Munger said I will support that.

Mayor Bales called for the vote.

Motion carried unanimously.

Petition #TA23-03. Petition #TA23-03 is a request by the Huntersville Planning Department to amend Article 2 of the Subdivision Ordinance and Article 7.5 of the Zoning Ordinance to limit Minor Subdivisions to five lots or less and to require a 10' buffer for Minor Subdivisions within the Rural and Transitional Residential zoning districts.

Nathan Farber, Planner I, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 20.*

Staff is proposing to limit minor subdivisions to five lots or less to help increase the quality of subdivisions throughout the town. Farmhouse clusters would still be considered a minor subdivision.

We are also proposing that any new residential minor subdivision within the Rural and Transitional Residential zoning districts have a 10' required buffer. Within the buffer we would require any of the existing trees and shrubs to remain, but we would not require any additional new trees or shrubs.

The HOAB met on April 6, 2023, and recommended approval with a vote of 7-1. The Planning Board met on June 27 with a recommended approval with a vote of 8-0.

Commissioner Kidwell said does it matter about the acreage?

Mr. Farber said no, it does not. It would not change the density requirements that are still there within R and TR at least. There are open space requirements that dictate how much. If you want to go to 6, it requires a major subdivision. The 10' is just a number that we felt comfortable recommending given that we are limiting minor subdivisions to five lots. There is no current buffer requirement.

Commissioner Partee made a motion in considering the proposed amendment TA23-03, the Town Board recommends approval based on the amendment being consistent with Policies LU-7.1, LU-9.1, LU-11.1, EOS-1.1, EOS-6.1, T-4.1 and T-4.3 of the Huntersville 2040 Plan. It is reasonable and in the public interest to amend the Zoning Ordinance because it will result in higher quality development that is safer for the community.

Commissioner Kidwell said with your motion you said LU-9.1. Could you amend that to LU-9.2 as stated in the record. It looks like it's misprinted in the agenda.

Commissioner Munger said what's on the screen says 9.1.

Commissioner Kidwell said here it says 9.2. I take that back.

Commissioner Munger seconded motion.

Commissioner Kidwell said I appreciate the motion. Thanks for the clarification on that. Let's say it goes into a neighborhood that has 20' buffers or 40' buffers, how does that look. Should we be looking at doing a minimum of 15' or 20' or putting in there that each one should be reviewed to blend in with the existing surrounding neighborhoods.

Commissioner Munger said can I ask a clarification question. Are you saying if existing developments adjacent to the five lot property that we are specifically calling out have a pre-existing 20' buffer it should be kept in parallel similar to those.

Commissioner Kidwell said for consistency, yes.

Emily Sloop, Town Attorney, said just for a point of clarification on any administrative approval we can't insert any subjectivity, so we would need a quantifiable number. You can't say, for example, keep in harmony with the surrounding area, because that's subjective versus objective, so we would need a numerical buffer.

Mayor Bales called for the vote.

Motion carried unanimously.

Petition #TA23-04. Petition #TA23-04 is a request by the Huntersville Planning Department to amend Article 9.54 Solar Energy Facilities to further clarify the text for simplicity.

Nathan Farber, Planner I, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 21.*

Staff proposes to adjust Article 9.54.2 in order to simplify the language by removing the residential section that is currently there. All the previously used general requirements would still apply which include the SUP requirement.

On April 6 the HOAB recommended approval with a vote of 8-0, with a recommendation to remove reference to 160D-914 within the non-residential portion of the minor solar facilities ordinance. We have also been asked to change the word "slopes" to "surfaces," which we have done as well.

The Planning Board met on June 27 and recommended approval with a vote of 8-0.

Commissioner Munger made a motion in considering the proposed amendment TA23-04, the Town Board recommends approval based on the amendment being consistent with Policy EOS-9.1 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest to amend the Zoning Ordinance because it will encourage the use of solar and clarify language regarding the use of residential solar panels.

Commissioner Phillips seconded motion.

Mayor Bales called for the vote.

Motion carried unanimously.

Budget Amendment – Ada Jenkins Center. Mayor Bales said this is the Ada Jenkins FY24 budget amendment.

Commissioner Munger said do we want to clarify on this one that a couple of people might need to be recused and also just to give understanding of the amount of votes necessary to pass these various motions.

Anthony Roberts, Town Manager, said I think Pattie is handling these items, so she should be stepping up.

Mayor Bales said in the meantime I would like to turn it over to Ms. Sloop to answer some clarifying questions around these next handful of items that we will be addressing.

Emily Sloop, Town Attorney, said as you may recall there was a change in the statutes, in particular Section 14-234.3 and that would prohibit from any Town Board member that is affiliated with a non-profit per the statute's definition of affiliation to need to recuse themselves when making or administering a contract. There's also language in there about award of money in the form of a grant, loan or other appropriation. This would be an appropriation even though we are handling it outside of the budgetary process. I believe there are a couple of board members that are affiliated per the statutory definition with this particular non-profit. I believe Commissioners Munger and Phillips are on that Board. And also in terms of the question of how many votes are required, typically if it's going to be a budget amendment it does have to be at least four. You have to take into consideration though the recusal, so you all would be recusing yourself meaning that the four remaining would have to vote yes.

Commissioner Kidwell made a motion to recuse Commissioner Phillips and Commissioner Munger because they are on a board that we are about to vote on.

Commissioner Boone seconded motion.

Motion carried unanimously.

Pattie McGinnis, Finance Director, said basically Ada Jenkins has requested \$55,000 for their appropriation. You can vote on \$55,000 or you can change it to another number. That's how these are all kind of going to go.

Ms. Sloop said I'm sorry, I misstated, what he was asking me earlier. It's taking into consideration the recusals, so it's a majority of those not recused.

Anthony Roberts, Town Manager, said all of these are set up so that whatever amount you recommend hopefully in your motion would be what the budget amendment is.

Mayor Bales said in FY23 they requested \$45,000, we gave them \$35,000. This year they are requesting \$55,000.

Commissioner Kovacs said I've kind of said before that I think in the future we need to do a more structured process, something possibly with a leveling system so that way we don't have such different extremes of amounts that people are asking for. Last year we did fund a lot of what was requested of us and it was stated so many times that we were funding so much because we had extra funding that came into the town and we wanted to be able to help the non-profits in our area get back on their feet because they were helping our residents and I one million percent support that, but this year now we're

getting even higher requests and I naively thought we kind of made it clear last year that really large amounts were because we got extra funding, but now the amounts keep going up, so I do want to support our non-profits, but I think for next year and we would have to start the process now, we need to figure out some form of leveling system and rubric so we don't have such differentiating amounts for all these various groups.

Mayor Bales said I agree with you. I almost feel like it would be helpful for us to have some benchmarks for those dollars so that we know exactly what they are utilizing the dollars for within our community instead of it just kind of going into a pot.

Commissioner Kovacs said we do have our application process and I'm actually trying to pull up, I just pulled up our agenda that has the previous applications because I would have liked to be able to see them again since we just had this back in April. But I think some form of rubric that talks about where the majority of people are served, if they are from Huntersville, how many people serve.....but if they serve 20 people and they are asking for \$50,000, you know is that appropriate or is it the people that are serving in a larger capacity that need the larger amounts, some kind of rubric so we can figure out what a good.....so they know what to ask for and so that way we know kind of a structured way to approve them.

Commissioner Kovacs suggested \$30,000 for Ada Jenkins.

Commissioner Kidwell said I'll be the bad guy here. I firmly believe that we have these great agencies within the Town of Huntersville and if you as an individual taxpayer want to go out and donate your time and money to them, you should. My family does. We do it on our own. We don't post it on Facebook. We don't make a big deal of it. We don't put it out there, we just do it. I do not believe it is the Town's responsibility to give taxpayer monies to charities. The reason I say this is the last time I looked I think there's like 1,200 charities or more in the state of North Carolina. There's tons around here. What happens when a charity starts asking for money not everybody agrees with, that's not a good charity. If we start picking and choosing and we can't pick and choose. You guys remember last budget season, not this previous 23 but our first year on here I tried to recuse two commissioners for being on a board and voting on the line items that were in this budget and now we've taken it out because they shouldn't have voted on it in the first place. Now here we are, learn from my mistakes or whatever it is, I'll say it again, it is not our responsibility as a town to start taking the taxpayer dollars, the revenue and say okay you get it, you get it, you don't, you get it, you get it. Let the taxpayers on their own accord support these charities. My family does. We support different ones at different times of the year. That's how I view it. I would encourage the rest of the Board to do so and I'm only going to say it once, so I don't have it repeat it for every charity.

Mayor Bales said in regards to these external agencies asking for funding, all of these agencies provide a service that we could provide ourselves as a community.

Ms. Sloop said yes, the League is actually not part of the contracted process for services, however the remaining non-profits are non-profits that we actually have signed a contract and make sure that they are providing the services that they told us they would in their presentations and they all are a public purpose.

Mayor Bales said I think that's an important caveat to note.

Commissioner Partee said last year when we sat down and negotiated our monetary contribution to non-profits, I spoke about my service in the police department in areas where poverty, people in need,

do not have safety nets. Ada Jenkins provides a safety net. It provides a service. I believe that it is our responsibility as elected officials to ensure that our constituents, whatever economic status they are in, have the means to provide a service for our community. I had put down that I would like to give Ada Jenkins an increase up to \$40,000 because of the service that they provide. Angels and Sparrows, Bags of Hope, Caterpillar Ministries, Hope House, and that's just my opinion because when my wife and I work the streets, we see it firsthand. We don't go into the streets, we don't go into communities that are suffering and with inflation now with the rollback of income, people regardless of what ethnicity they are, what social economic status they are, there's a need for a safety net.

Commissioner Boone suggested \$30,000.

Mayor Bales said we have two numbers.

Commissioner Kovacs said I can clarify because I do agree with Commissioner Partee on why it's important to support, but when I was looking at Ada Jenkins it says last fiscal year 30 percent of the people that were served were from the Town of Huntersville and they spent \$64,635 and 33 percent of that is \$21,000, so I was trying to provide a safety net by overestimating above the \$21,000 because we're only a third of what is being served, but it looks like with the request we would be funding close to 90 percent.

Commissioner Partee said I think Commissioner Kovacs makes a good point, but I don't look at numbers when it comes to help, when it comes to starvation, when it comes to a need. Numbers don't matter to me of who we serve because it's upon us to serve any community that comes in for help, that comes through that door. I'm not going to ask them where are you from. I can see the direction Commissioner Kovacs is going, but that's just my opinion. I don't look at ethnicity, I don't look at where you are from, I just think that there's a need to serve those that are in need.

Commissioner Kovacs made a motion to appropriate \$30,000 to the Ada Jenkins Center.

Commissioner Boone seconded motion.

Motion was tied – Commissioners Kovacs and Boone in favor; Commissioners Kidwell and Partee opposed. Mayor Bales voted to appropriate \$30,000 to Ada Jenkins Center.

Commissioner Kovacs made a motion to bring back Commissioners Munger and Phillips.

Commissioner Boone seconded motion.

Motion carried unanimously.

Budget Amendment – Angels and Sparrows. Mayor Bales said they have requested \$50,000. Last year we gave them \$35,000.

Commissioner Munger suggested \$40,000.

Commissioner Partee suggested \$40,000.

Commissioner Boone suggested \$40,000.

Commissioner Phillips suggested \$40,000.

Commissioner Kovacs suggested \$40,000.

Commissioner Munger made a motion to amend the FY24 budget in the amount of \$40,000 which will be granted to Angels and Sparrows for services provided to Huntersville residents.

Commissioner Phillips seconded motion.

Motion carried 5 to 1, with Commissioner Kidwell opposed.

Budget Amendment – Arts & Science Council. Mayor Bales said the Arts & Science Council is requesting \$15,000.

Commissioner Phillips said I would like to be recused from this one because the non-profit I work with is a partner of theirs.

Commissioner Kovacs made a motion to recuse Commissioner Phillips.

Commissioner Munger seconded motion.

Motion carried unanimously.

Mayor Bales said they did request \$15,000. We have not funded Arts & Science Council for quite some time. Is there any discussion around a potential funding in the future.

Commissioner Munger said Arts & Science Council does a number of different projects throughout Huntersville regardless of whether or not we fund them, but any money you put into Arts & Science Council you get back. One of the specific projects that they are working on and being a member on the board of the Public Arts Commission, I see a lot of this.....the tunnel that's going to be developed under I-77, they are providing a significant donation towards this and helping out in a variety of ways. The \$15,000 might be a little bit high, but I'm going to throw out \$10,000 as a very reasonable number that I can almost guarantee we will get back.

Mayor Bales said can I ask a point of clarification in regards to that tunnel, is it not that Arts & Science Council is giving the county the grant funding.

Commissioner Munger said yes, but it's still in Huntersville. It's a fair point.

Mayor Bales said I will just say that one of the reasons we have not funded them for quite some time is that we were giving them money only to get it back. It was kind of like putting those dollars from the right hand to the left and then handing it right back to yourself. There was some logic behind not funding them in the past. If there's a reason for that to have changed then certainly we should be reevaluating that.

Commissioner Partee suggested \$15,000.

Commissioner Kidwell said point of clarification for Commissioner Munger, that I need to know. You said Arts & Science Council donated to the tunnel under I-77. It's weird because I strictly remember way back when on the toll road discussion, that was part of the toll road being built that they were going to build that tunnel.

Mayor Bales said the art inside, the lighting.

Commissioner Kidwell said the art inside the tunnel. I'm just making sure we are talking about the art inside a tunnel.

Commissioner Kovacs said did we choose the light art inside said tunnel.

Mayor Bales said no, we did not. I will say they asked input, but we did not get to choose. It's a county project.

Commissioner Boone suggested \$5,000.

Commissioner Kovacs suggested zero.

Mayor Bales said we have two that are saying zero and then we have three that are \$5,000, \$10,000, \$15,000. If we are going to give Arts & Science Council some funding, then there should be some purpose behind it. I'd like to hear a little bit more or is there a motion.

Commissioner Munger said one of the other things that I'd like to mention is that on your Consent Agenda you passed a number of items that were going to be installed for the SculptTOUR. That is something else that Arts & Science Council is helping with on that. In an effort to kind of move things along and acknowledge that we haven't donated in a long time to Arts & Science Council, I'm amenable to making a motion of \$5,000, so I will do that.

Commissioner Boone seconded motion.

Motion failed 2 to 3 (Commissioners Munger and Boone in favor; Commissioners Kidwell, Kovacs and Partee opposed).

Commissioner Kovacs said I will say, Commissioner Munger, I bounce back and forth with this and part of me feels like I don't know enough about it I guess because Commissioner Partee and I we haven't been a part of funding them with this being our first term and we didn't do it last year, but the reason I said zero is because I echo the same sentiment as Mayor Bales. I do understand they are helping us and I'm very thankful for that, but it feels like we are paying to get help to get our money back, if that makes sense. Not in any bad way or anything like that. I guess in my mind I think they are funded by outside places, not the people that are benefitting from it, because then we would just pay for own installations.

Mayor Bales said if I go back in history and kind of rewind about 8 years or so and one of the things when we stopped funding Arts & Science the concept was that we would just take that money that we were giving them then and just shift it over to Parks & Rec and fund projects like SculptTOUR. I'm not sure that that actually has occurred.

Commissioner Kovacs said I understand that our staff is amazing about asking for grants and funding from places which we beg them to do and they are amazing at doing that, which is how we are getting the funds and then in turn I think you're correct, we are not funding them because they are getting grants, so we still end up in the same strange roundabout.

Commissioner Munger said can we continue discussion in general. I'm trying to find the happy median. It was kind of pointed out the Public Arts Commission is not funded by this Board and that's kind of by design and so one of the things that we try to do is go through the process of grants in working with various businesses throughout the region and one of the places that does provide us grants is obviously the Arts & Science Council. This is one of our main avenues to be able to bring art and those type of

things to Huntersville and it's definitely an uphill battle. Art is very important to me and it's a good reflection of our community and putting forth the right step by giving money to Arts & Science Council in my opinion advertises to artists throughout the region that we are the type of town that does support artists and we look forward to bringing more and more quality art to our community. I'm at a struggle for the number. I'm trying to find that middle ground and in my head maybe \$7,500, I don't know Commissioner Boone if you would go that direction. I don't know Commissioner Partee if you would come down to that number. I'm trying simply to put forth the correct step and give us the right footing to say we support the arts, and we want to take a step in the right direction towards that.

Mayor Bales said why would we not take \$5,000 or \$7,500, and appropriate it to the Huntersville Parks & Rec Public Arts Commission and allow them to utilize those dollars.

Commissioner Munger said that's essentially against the policy which the Public Arts Commission was founded upon, that it would not be funded by Huntersville taxpayer dollars directly and I get that's kind of a catch 22 because we are in turn looking at using public taxpayer dollars to fund Arts & Science Council which will most likely come right back to Huntersville to fund Public Arts Commission. It's a catch 22. I don't have the stigma of funding public arts and having art installations funded by public taxpayer dollars. I think it serves the greater good, but I'm trying very hard to follow the rules which were established when the Public Arts Commission was established. This is my way of being able to fit that into the rules that we've established for that and still say we support arts and I can almost guarantee you no matter what money we give, we get it back. It just puts a nice foot forward to say we do support the arts, we believe in arts, and we think it should be represented in this town.

Commissioner Partee said I agree with everything that Commissioner Munger has said and put forth. Normally when you negotiate contracts and a monetary figure you come in at a high number knowing that there's a median or middle ground. I said \$15,000. I just told Commissioner Munger that I would come down to \$10,000 because I believe in the Arts & Science. I think we would benefit from having the services that they have to offer. They haven't come to us in a couple of years, so I'm willing to come down to \$10,000.

Commissioner Kovacs said how much have we funded any art projects – peace poles, anything from Town money.

Commissioner Munger said I don't have that number off the top of my head. Typically, we get grants.

Commissioner Kovacs said did we as a town fund the Vine?

Mayor Bales said no, we did not.

Commissioner Munger said I don't think we funded that. I don't think we funded SculpTOUR. I don't believe we funded any of the art installations around here.

Commissioner Kovacs said I would be at the \$5,000.

Commissioner Boone said that was the grant money from ElectriCities that did the Vine sculpture.

Commissioner Kovacs said I was going to say if we are going to be onboard with saying okay, then moving forward we are going to make a conscience effort that we are not going to use Town funds to fund art and we're only going to apply for grants, then we are not doing the back and forth thing, then I can go with the \$5,000.

Commissioner Boone said point of order for the Town Attorney. We have voted down \$5,000. Now if we bring that back up, the motion has to come from the opposing side.

Emily Sloop, Town Attorney, said you can reconsider, but you could also change it to \$5,001, \$4,999, it's up to you.

Commissioner Munger made a motion to amend the FY24 budget in the amount of \$5,002, which will be granted to Arts & Science Council for services provided to Huntersville residents.

Commissioner Boone seconded motion.

Motion carried 3 to 2 – Commissioners Boone, Munger and Kovacs in favor; Commissioners Kidwell and Partee opposed.

Commissioner Kovacs made a motion to bring back Commissioner Phillips.

Commissioner Boone seconded motion.

Motion carried unanimously.

Budget Amendment – Bags of Hope. Mayor Bales said Bags of Hope has requested \$26,000. They were appropriated \$20,000 in last year's budget.

Commissioner Munger said my wife spends a lot of time doing some of the work related to Bags of Hope. It's near and dear to my heart. I'm probably comfortable at \$20,000.

Commissioner Partee suggested \$26,000.

Commissioner Kovacs suggested \$15,000.

Commissioner Boone suggested \$10,000.

Commissioner Phillips suggested \$15,000.

Commissioner Kovacs said last year we went up higher because of more so I was trying to go in with a high enough number to help them help our children but also stay true to our word and not fund as much as we did last year.

Commissioner Munger made a motion to amend the FY24 budget in the amount of \$15,000 which will be granted to Bags of Hope for services provided to Huntersville residents.

Commissioner Phillips seconded motion.

Motion carried 4 to 2 – Commissioners Boone, Kovacs, Munger and Phillips in favor; Commissioners Kidwell and Partee opposed.

Budget Amendment – Caterpillar Ministries. Mayor Bales said they have requested an appropriation of \$30,000 for FY24. Mayor Bales said is there anyone that is associated with this organization.

Commissioner Boone said I am associated with the Caterpillar Ministries through donating time and money to the organization several times a year.

Emily Sloop, Town Attorney, said that does not meet the statutory definition.

Commissioner Phillips said I'm going to go to bat for Caterpillar Ministries and let this group know their Executive Director is on the board of the Affordable Housing Task Force. They are currently trying to purchase mobile homes so that they can do in community rentals and money like this is a game changer for them because they do want to be a self-sustaining for our citizens and make sure Huntersville residents get to live in Huntersville regardless of how much money they make, so I'm \$30,000.

Commissioner Boone said I believe the Caterpillar Ministries did not get any ARPA funding at all and I'm going to go ahead and back the \$30,000.

Commissioner Kovacs said I agree and I know this is opposite of what I said, but I remember last year we told them they actually should be asking for more because they are 100 percent in Huntersville and they serve such a large population and especially with some of the situations that they've had there out of their control lately, but still trying to go through and serve our residents even when their own safety was in peril. I think it's very important to help. Like Commissioner Phillips said, we have heard of them trying to purchase mobile homes to be able to have some housing and if we're not at the point yet where we can provide some housing for our residents, this is a way that we can do it until we have something more substantial.

Mayor Bales said I will interject on that because one of the things with Habitat in their critical home repair, because they get federal dollars they cannot tap into those dollars for mobile home units, so Caterpillar Ministries is taking it upon themselves to do this work, so I give them huge props. They have truly taken care of Huntington Green and not only the students over there but the families wholistically.

Commissioner Partee suggested \$30,000.

Commissioner Munger suggested \$30,000.

Commissioner Phillips made a motion to award Caterpillar Ministries \$30,000 in the budget amendment.

Commissioner Kovacs seconded motion.

Motion carried 5 to 1 – (Commissioners Boone, Kovacs, Munger, Partee and Phillips in favor; Commissioner Kidwell opposed).

Budget Amendment – Hope House. Mayor Bales said Hope House has requested \$20,000. We funded them at \$20,000 last year as well.

Commissioner Munger suggested \$20,000.

Commissioner Partee suggested \$20,000.

Commissioner Kovacs suggested \$15,000.

Commissioner Boone suggested \$20,000.

Commissioner Phillips suggested \$20,000.

Commissioner Munger made a motion to amend the FY24 budget in the amount of \$20,000 which will be granted to Hope House for services provided to Huntersville residents.

Commissioner Phillips seconded motion.

Motion carried 5 to 1 – Commissioners Boone, Kovacs, Munger, Partee and Phillips in favor; Commissioner Kidwell opposed.

Budget Amendment – North Meck Crime Stoppers. Commissioner Phillips made a motion to recuse Commissioner Boone from this vote.

Commissioner Kovacs seconded motion.

Mayor Bales said the reasoning why?

Commissioner Phillips said he is on their board.

Motion carried unanimously.

Mayor Bales said they have requested \$5,000. We funded them at the \$5,000 level last year as well.

Commissioner Munger suggested \$5,000.

Commissioner Partee suggested \$5,000.

Commissioner Kovacs suggested \$5,000.

Commissioner Phillips suggested \$5,000.

Commissioner Partee made a motion in considering approving the North Mecklenburg Crime Stoppers FY24 budget amendment, I make a motion to amend the FY24 budget in the amount of \$5,000.

Commissioner Phillips seconded motion.

Motion carried 4 to 1 – Commissioners Kovacs, Munger, Partee and Phillips in favor; Commissioner Kidwell opposed.

Commissioner Phillips made a motion to bring back Commissioner Boone.

Commissioner Kovacs seconded motion.

Motion carried unanimously.

Budget Amendment – Seasons of Giving. Mayor Bales said this is a request for an appropriation of \$3,000 by Seasons of Giving and this is a new organization. It's the first time that we had heard a presentation back in April from them.

Commissioner Kovacs said I just know what was presented to us and I actually ran into her again at another event and we talked a little bit, and I just thought it was wonderful that she saw a need in the community and took it upon herself to help our community and I really loved seeing the people that it impacted when they came to our meeting. I'm in full support of funding them the full \$3,000.

Commissioner Phillips suggested \$3,000.

Commissioner Boone suggested \$3,000.

Commissioner Partee suggested \$5,000.

Commissioner Munger suggested \$3,000.

Commissioner Kovacs made a motion to amend the FY24 budget to provide \$3,000 to Seasons of Giving for services they provide to our residents.

Commissioner Partee seconded motion.

Motion carried 5 to 1 – Commissioners Kidwell, Kovacs, Munger, Partee and Phillips in favor; Commissioner Kidwell opposed.

Budget Amendment – NC League of Municipalities. Mayor Bales said I would like to clarify with Ms. Sloop based off of the understanding that we have now of the League, even though I serve on that board I do not have to be recused, correct?

Ms. Sloop said correct.

Mayor Bales said the League of Municipalities is our municipal organization. This is our dues. The way I view the League is similar to Centralina Council of Government. It is an organization that supports municipalities, it supports us in a number of ways. But this is not something that we can play around with. We either fund it the \$38,803 or we don't.

Mr. Roberts said that's right and Emily may want to clarify. It has never been on this list before and I think she's got some new information. They send us an invoice for the service they provide and there's also the Southern City which is a small magazine that goes to the Board members, but they provide a service like what I'd say the Institute of Government, Centralina Council of Government, etc. and typically those organizations do not follow under this mix, we typically get an invoice from them and we fund those organizations because either they offer classes to Board members, to staff, we may use their.....they may do research for us, they may help lobby legislative issues etc.

Mayor Bales said the League does a lot of lobbying on behalf of all municipalities. This past term I served as the League's Legislative Policy Committee co-chair and worked with municipalities from across the state to help ensure that we were pushing our legislative agenda with the general assembly and so when the Legislative Policy Committee that this Board has gets together when we are creating our legislative policy, we're also sending that to the League so that they know what our goals are and then they work on behalf of us as well.

Mr. Roberts said they have the debt set-off program that we participate in. We're not participating in the insurance pool right now. We have, I assume, in previous years and we would look when we go out for bids to see what kind of services they can provide and whether they are competitive, but we are not part of that insurance pool right now. If you look in your agenda packet there are other services that they provide.

Commissioner Munger made a motion to amend the FY24 budget in the amount of \$38,803 for the 2023-2024 League of Municipalities Service Fee and Southern City subscriptions.

Commissioner Partee seconded motion.

Commissioner Kidwell said in the package if you read the letter, it says the North Carolina League of Municipalities board takes raising dues very seriously. There has not been an increase in the League's membership service fees in six years. When I look at this presentation in front me I look at FY22 at

\$37,143 and then it went down to \$36,689.....if they haven't raised dues, did they drop dues in 23 for clarification.

Ms. McGinnis said it's based on population.

Mayor Bales called for the vote.

Motion carried unanimously.

Budget Amendment – Hugh Torance House & Store. Mayor Bales said they have requested an amount of \$20,000 for FY24.

Commissioner Kovacs made a motion to recuse Commissioners Phillips and Boone for being on the board.

Commissioner Partee seconded motion.

Motion carried unanimously.

Mayor Bales said last year we funded them \$15,000. This year the request is \$20,000.

Commissioner Munger said originally when I first came on the Board, I was very skeptical of the Hugh Torance House because I didn't think.....we were putting money into something where no one was ever going or anything like that. They have changed direction. They've got a number of people involved and I'm really pleased with the new direction in which it is going, so I do support the \$20,000 at this time.

Commissioner Partee said I also have had the opportunity to use the services and visit Hugh Torance and the historical recounts of how this town has grown and the contribution of all ethnic groups, especially the slaves that were here. Very impressive and I think we need to continue with our history here in Huntersville, so I also will support the full amount of \$20,000.

Mayor Bales said and just to be clear, these dollars will come from Tourism dollars. This is the funding that we get from hospitality and tourism.

Commissioner Kidwell said I couldn't agree more. The new group has done wonders. It's packed every weekend. This is bringing tremendous value to Huntersville and our continued passing on of knowledge of history.

Commissioner Kovacs said I've been to a few of their events and I've met people from out of town, so I do think this falls very well into that tourism group because people love history and they'll travel for it. I'm glad that it has really started to blossom and thankful and support the \$20,000.

Mayor Bales said I have to agree and commend Abigail Jennings and the Hearts group for the work that they've done with Cedar Grove and the Hugh Torance House & Store. It's something to be said for a community that's growing by leaps and bounds where most of us were not born and raised here and yet we have that opportunity to learn our history and pass that along. I feel very blessed that we have that opportunity to support something like the Hugh Torance House & Store that is truly one of a kind in North Carolina.

Commissioner Munger made a motion to amend the FY24 budget in the amount of \$20,000 to be granted to Hugh Torance House for services provided to Huntersville residents.

Mayor Bales said point of clarification, does that need to also state to come out of the Hospitality and Tourism fund.

Ms. McGinnis said that's where they are now.

Mayor Bales said I know I just want to make sure that we are saying the motion correctly.

Ms. Sloop said that's the way it was stated in the agenda packet, but you can include that if you want to.

Commissioner Munger said I will adjust it so that the \$20,000 does come out of the Tourism fund.

Commissioner Kovacs seconded motion.

Motion carried 4 to 0 – Commissioners Kidwell, Kovacs, Munger and Partee in favor; Commissioners Boone and Phillips recused.

Commissioner Kovacs made a motion to bring back Commissioner Boone and Commissioner Phillips.

Commissioner Munger seconded motion.

Motion carried 4 to 0.

Budget Amendment – Rural Hill. Commissioner Kovacs made a motion to recuse Commissioner Phillips due to it being her place of employment.

Commissioner Kidwell seconded motion.

Motion carried unanimously.

Mayor Bales said they have requested the same amount that they have requested for the last several budget cycles.

Commissioner Kidwell said what can you say, Rural Hill. There's ton of events going on there all the time. It's open to everybody. Fantastic place. It's under new management and I think it's doing even better.

Commissioner Kovacs said I agree. Those people travel for the Highland games. I was able to attend the Burns dinner this year which was super fun. It was really immersive and really great to be able to experience that in the way that it was supposed to be, and they followed the rules and did the whole thing and it was really great. Suggested \$20,000.

Commissioner Boone suggested \$20,000.

Commissioner Partee suggested \$20,000.

Commissioner Munger suggested \$20,000 and a reminder it does come out of the Tourism fund.

Commissioner Munger made a motion to amend the FY24 budget in the amount of \$20,000 which will be granted to Rural Hill for services provided to Huntersville residents. These funds should come out of the Tourism fund.

Commissioner Partee seconded motion.

Motion carried 5 to 0.

Commissioner Kidwell made a motion to bring back Commissioner Phillips.

Commissioner Munger seconded motion.

Motion carried 5 to 0.

Dellwood/Central Sidewalk Discussion. Stephen Trott, Director of Engineering, presented PowerPoint on status of Dellwood/Central sidewalk and reviewed public input received from parcels affected to see if they would allow general location staking on their property (9 of 34 parcels responded yes; 1 of 34 parcels responded no; 24 of 34 parcels did not respond). *PowerPoint attached hereto as Exhibit No. 22.*

Staff requested direction from the Board on how to proceed.

- Does the Town Board want to move forward with staking on the nine parcels who did respond yes to the request?
- Does the Town Board want to move forward with design of the project?
- Is the Town Board willing to use eminent domain to deliver the project?

Mr. Trott noted to date approximately \$60,000 has been spent on this project. To get through the design part of the project, it would be about another \$140,000.

Commissioner Phillips suggested staff try to make more contacts and the Board revisit this in November. I'm not taking somebody's land when only 9 of 34 are potentially warm to this idea.

Commissioner Kidwell suggested reaching out to the leadership groups in the community to try to get additional feedback.

Anthony Roberts, Town Manager, said we could go to the various agencies that are out there or the groups that are out there that are working with the county etc. and see if we can't pull them together to help us get more feedback and then try that one last time to get those groups together to help us and then we can give you that feedback.

Commissioner Munger said out of curiosity is it possible to stake out the properties without actually going into the design phase.

Mr. Trott said we can do the general staking of where we are guessing the area is and that's what we were trying to do and that was included in the letter that we mailed out. We were just trying to give the people a general idea of where it may be. That was the intent of doing the staking to try to get that initial feedback are people willing to have something like this out there or not.

Commissioner Munger said to that point I would just like to say if you put the stakes out there it becomes a discussion point. People see it and they start to think about maybe I have questions about

what are they doing over there and it initiates that conversation a little bit more so that we get at least maybe 50 percent of the households to participate. I would argue you will not get 100 percent. In any neighborhood you are not going to get 100 percent participation. But if you get 50 percent participation people start talking about it. It seems from my perspective that staff has taken extraordinary measures to try to get the community involved and I could be wrong, but I think that putting the stakes out it becomes very real to people and they need to react to it.

Mayor Bales said we're not going to go on their private property without their permission.

Commissioner Munger said to be clear, only the nine.

Mr. Trott said one other thing to note, we received feedback as you saw on the survey online and at the community meeting, from folks that I'd say vast majority positive, they just don't live on the properties and the sidewalk doesn't just benefit the people where it's placed. It's going to benefit the community area for people that walk along the street either to go places or whatever, it's not just the people that live right there on those immediate properties.

Commissioner Boone said the next time we meet on this, if you could break out the design for each street instead of the whole scope.....maybe if we just concentrated on one specific street and then get the community input, I think what Lance said you've got discussion in the neighborhood that might be positive to moving this forward.

Mr. Trott said we can ask our consultant to break out the fee for design on each street.

Commissioner Partee said we talk about being in the community. I'm always in the community and I hear what they are saying. And what they are telling me is that they want sidewalks, because we can keep pushing this back and forth, kicking the can down, you're never going to get a true consensus of the masses. We have to make a decision and Mr. Trott said we can stake out the nine, but we have to put something in motion because they are tired of being deferred. I'm just saying that from my point of view and from what I see and attend the churches in the community. I'm only one person to speak for the community who is there all the time, but we have to do something than just keep deferring it because they are getting tired of it.

Commissioner Kidwell said I don't think we're deferring it. I think we need community buy-in. We need community input and we're only getting 9 out of 34 parcels to respond. I think it's important that we go back and get them to be a part of that. When new neighborhoods are built, the developer builds the sidewalks. When we add sidewalks to other areas, we go and we talk to the landowners, we talk to the people around there and we get we're going to do this. We need to buy this property, we need to do this. I remember distinctly 2013 I ran for office, sitting over in Pottstown, BeeJay Caldwell said we don't have sidewalks, we want sidewalks and here we are 10 years later, we're finally there but we still need these individuals to say yes, as a community yes, a majority of us want the sidewalks and let's begin that process. I appreciate that Commissioner Partee is over there and attends church with them. And I know Commissioner Kovacs is over there, this is great, but we still need the community to be a part of this process and say yes, let's move forward. I still think reaching out to the leadership and saying can you get us in touch, we have a meeting with all 34 people or as many as possible. And maybe that's only 12, maybe it's 20, maybe it's 30, and have them sit there and say yes, this is going to be good for the area, good for everybody involved.

Mayor Bales said do we break it up and look to have an outreach on Dellwood Street and then turn around and do a separate one for Central and see if we can get the people directly affected to the table.

Mr. Roberts said maybe let us talk to the organizations that are heavily involved in the neighborhood and see what kind of feedback we can get. Obviously, we know which organizations we've been working with and just see what kind of feedback we get from them. Hopefully, they can help us and we'll move in that direction.

Commissioner Kovacs said I want to clarify. I know that sidewalks are requested because the origin of this project was Commissioner Kidwell and I attending meetings and hearing meeting after meeting after meeting people saying we want sidewalks, we want to feel as though we are valued and that our safety is valued, so Commissioner Kidwell and I went and sat down with staff and said look, you need to look at these places to put in sidewalks. We need to get community input. We are not coming in to take people's land. We want to find out what's going to be the best for the residents in that area and what is going to be the fastest way for it to happen. So not trying to defer it, but I'm also not about to get into a situation where we are going to have to take people's land because I'm not doing that, so we can't move to a point where we are going to be put in a position where we have to take 25 people's land, I'm not doing it. We need to get the community involved so we can make sure that this is still something that they want. We are not deferring it, we are making sure we're doing what we were asked to do.

Mayor Bales said so is the direction that we want to give staff to let's do another outreach with the leadership. I see some nods and I see some no's. Commissioner Munger, what's your thought here.

Commissioner Munger said I would personally like to do a multi prong – stake out the properties that need to be staked out and if you coincide that with reaching out to community leadership, you need every possible tool to motivate people to speak. I don't disagree with what people have said, but I want kind of a multi prong we need to give staff the tools to be able to do what we want them to do.

Mayor Bales said I would agree with you Commissioner Munger, even if it's nine parcels, to be able to visually see what that would look like could be helpful to the conversation.

Mr. Roberts said it may be tough because you're going to have on Dellwood you could probably get an idea. But on Central, there may be five parcels you will be putting a stake on and so you may have one here and then one 15 yards down.

Commissioner Kovacs said but it's a conversation starter.

Mr. Roberts said and that's fine, I just want you to understand it may not give a true picture. If I had one every other yard, I can say okay this gives you an idea. I just want to be open. We may have stakes in the yard and people may say what's that stake and then there's 15 yards, not yards as in walking yards, but 15 properties down there may be another stake.

Mayor Bales said would it behoove us if you are thinking Dellwood first, to stake Dellwood, have that community meeting and then turn our attention to Central.

Mr. Trott said if it's the same community members.....

Mayor Bales said but it's not the same property owners.

Mr. Roberts said it's not that many more properties. There's only nine. There's probably four or five on Dellwood and four or five on Central, so there's only nine properties.

Mr. Trott said it looks like about three more on Dellwood would be all the ones over to Central.

Mr. Roberts said I'd just get the whole group together.

Mayor Bales said how about we circle back with the leaders within the community and formulate a new game plan.

Commissioner Partee said how many feet are we talking about as far as the sidewalk and the positioning. Are we talking about taking out somebody's land or are we just thinking about a strip. How many feet are we talking about to lay down a sidewalk.

Mr. Trott said it will vary by property depending on grade. It's not perfectly flat out there and so it's going to vary. Some properties will just be the curb and gutter and the sidewalk, maybe a little bit extra to get the work in. Others there's going to have to be some grading work. We don't have a design yet, so we don't know exactly what we need. That's part of the challenge, too, is this will be an approximate location because we don't have that design yet. This is just to give you an idea of where it could be.

Mayor Bales said what direction does this Board want to do. Is there a recommendation.

Commissioner Munger said stake the nine and meet with community leaders and try and build a consensus as quickly as possible.

Mayor Bales said so that's the direction.

Mr. Trott said we'll go back out to the community again, reach out to the community leaders and organizations and then we'll try to get the surveyor scheduled to be able to stake the nine.

Commissioner Munger said hypothetically you stake the nine and then you meet with some community leaders and they say I'll do that, how quickly can we turn that around and stake the rest, because if we make it kind of a competition and stake, stake, stake, it just happens faster.

Mr. Trott said we'll have to check with the surveyor to see what their availability is. We set up a schedule with them to try to do that actually this week, but we had to get back to them a few weeks ago to let them know, so we'll have to try to get back on their schedule to be able to get the staking done. I don't know exactly when that can happen or how quickly they could be available.

Commissioner Kovacs said there are a lot of rentals. Are we sending the letters to the home or to the owner.

Mr. Trott said yes and yes. We sent them to both and we put one on the house. We wanted to make sure we had coverage, so we did all three.

Purchase Agreement – 13409 Ramah Church Road. Anthony Roberts, Town Manager, noted the property in question is approximately 24.81 acres. Roughly 5 acres could be used for future Fire Station No. 5 and the remaining acreage could be used as parkland.

Commissioner Boone made a motion to approve the Purchase Agreement in the amount of \$2,555,430 for the purchase of 24.81 acres located at 13409 Ramah Church Road in Huntersville to build a new fire station.

Commissioner Phillips seconded motion.

Motion carried unanimously.

Offer to Purchase and Contract attached hereto as Exhibit No. 23.

Prequalification Tool and Criteria – New Town Hall. Commissioner Kovacs made a motion to approve prequalification tool and criteria as required by Purchasing and Contracting Policy and state statute.

Commissioner Phillips seconded motion.

Motion carried unanimously.

Huntersville Town Hall Project Specific Prequalification for First-Tier Subcontractors attached hereto as Exhibit No. 24.

MAYOR AND COMMISSIONER REPORTS/CLOSING COMMENTS

Commissioner Phillips

- No Report.

Commissioner Partee

- No Report.

Commissioner Kovacs

- Provided update from the Lake Norman Chamber of Commerce.

Commissioner Kidwell

- Next meeting of the Charlotte Regional Transportation Planning Organization is July 19. The MOU Subcommittee has been suspended indefinitely until legal counsel can be procured to review the MOU to decide whether.
- Expressed appreciation to Commissioner Boone, Commissioner Kovacs, Commissioner Partee, Mayor Bales and Planning Board Vice Chair Frank Gammon for attending the ribbon cutting at Rise Café.

Commissioner Partee

- Advocate for gun safety. Huntersville Police Department has free gun safety locks.
- Bring awareness to Cool Kids Clubhouse.

Commissioner Munger

- Huntersville Ordinance Advisory Board met on July 6.
- Public Arts Commission met on July 12.
- Consider supporting local non-profits.

Mayor Bales

- Next Centralina Economic Development District meeting is July 20.
- Next Metropolitan Transit Commission Meeting is July 26.
- Next Connect Beyond meeting is July 28.
- Provided update from the Lake Norman Economic Development Corporation.

CLOSED SESSION

Commissioner Phillips made a motion to go into closed session pursuant to NCGS 143-318.11(a)(6) to consider the qualifications, competence, and performance of an employee.

Commissioner Munger seconded motion.

Motion carried unanimously.

Upon return from closed session, there being no further business, the meeting was adjourned.

Approved this the ____ day of _____, 2022.

DRAFT

**Town of Huntersville
Town Board
August 21, 2023**

To: Town Board

From: Jackie Huffman, Deputy Town Manager

Date: August 21, 2023

Subject: Fire Station #5 Land Budget Amendment

EXPLAIN REQUEST:

The Board approved the contract to purchase 24.81 +/- acres of land on Ramah Church Road at the 7/17/2023 Board meeting. The Town plans to use a portion of this land to build Firestation #5 and a neighborhood park. Because the land is located in the Town's ETJ Mecklenburg County has agreed to supplement the Town from the Fire ETJ tax receipts \$511,086. Appropriate \$2,044,344 from General Fund balance (103890.9999) and \$511,086 from Mecklenburg County (103245.9999) to purchase \$2,555,430 for Firestation land (105400.0550.22003).

ACTION RECOMMENDED:

Approve Budget Amendment

FINANCIAL IMPLICATIONS:

Decrease in fund balance of \$2,044,344.

ATTACHMENTS:

None

**Town of Huntersville
Town Board
August 21, 2023**

To: Town Board

From: Emily Sloop, Town Attorney

Date: August 21, 2023

Subject: Approve Revisions to Social Media Policy

EXPLAIN REQUEST:

The Board requested revisions to the Social Media Policy for Elected and Appointed Officials.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Elected and Appointed Officials Social Media Policy and Site Usage Redline 8-8-23
2. Elected and Appointed Officials Social Media Policy and Site Usage Policy Revised 8-14-23

	Title: Social Media Policy For Elected and Appointed Officials
	Description: Outlines use of social media platforms by elected officials and members of appointed boards, committees, and commissions.
	Adopted By: Town Board of Commissioners
	Date: August May 21, 2023 2

While elected officials and Town Board-appointed board, committee, and commission members may maintain and use personal web pages and websites, blogs, and social networking sites, their status as elected/appointed officials requires that the content of any postings on those sites not violate applicable state and federal laws, including those regarding confidential information, or existing Town policies, directives, rules, or regulations.

If an elected or appointed official conducts any Town business or communication as an official from a personal account, professional account, or an account created for a board/committee/commission, officials should remember that Town-related communications will be considered a public record subject to the North Carolina Public Records Law, N.C. Gen. Stat. § 132-1 et seq., as well as applicable portions of the records retention schedule.

If an elected/appointed official is found in violation of the Conduct Standards noted below, they may be subject to censure.

PROFESSIONAL AND PERSONAL CONDUCT STANDARDS

- Information that is considered privileged or confidential under North Carolina General Statutes must not be disclosed and there are specific penalties for inappropriate disclosure. Such information may include, but is not limited to, certain personnel information, non-public information from criminal investigations, and business trade secrets. Officials must not reveal any confidential or privileged information about the Town, its constituents, its employees, or its contractors.
- ~~Officials should be accurate when posting information or news, and should quickly correct any mistakes, misstatements, and/or factual errors in content upon discovery. Officials should not post or share information known to be false about the Town, its employees, constituents, other public officials, suppliers, vendors, or contractors.~~
- Officials are prohibited from using personal or professional social media to engage in any activity or conduct that violates federal, state, or local law. Also, officials are prohibited from using professional social media accounts to circumvent election or campaign requirements.
- If Officials choose to maintain personal social media accounts, all town-related business must be conducted on a separate, professional/official social media account.
- Officials are prohibited from using their official titles (i.e. Commissioner or Mayor) and town-issued contact information, including but not limited to, town-issued email addresses and phone numbers, on their personal social media accounts.

- If a professional social media account is created, the account must be archived. Officials are required to contact the Town Clerk and Public Information Officer to connect the professional account to the archiving service contract.
- Officials ~~must~~should not delete posts and related comments regarding any Town-related matters to avoid violating North Carolina Public Records Law.
- ~~Officials should be mindful that posting content regarding Town-related matters could inadvertently result in the violation of the Open Meetings Law if enough other public officials engage in the post. If this occurs, the online conversation should immediately cease, and the Town Clerk should be notified accordingly.~~
- Officials are prohibited from using social media to engage in any activity that constitutes a conflict of interest.

BEST PRACTICES AND GUIDELINES FOR ELECTED AND APPOINTED OFFICIALS

- Officials should be accurate when posting information or news, and should quickly correct any mistakes, misstatements, and/or factual errors in content upon discovery. Officials should not post or share information known to be false about the Town, its employees, constituents, other public officials, suppliers, vendors, or contractors. Public officials are strongly encouraged to separate personal social media accounts from professional social media accounts so that Town-related matters and all public records generated from those posts are easily archived and not intermingled with personal posts that are not related to Town matters. If a professional social media account is created, the account must be archived. Officials are required to contact the Town Clerk and Public Information Officer to connect the professional account to the archiving service contract.
- Officials should exercise caution concerning comments they post, particularly those concerning the Town and the business of the Town.
- Posts that express bigotries, slurs, or bias against any individual or group of individuals based upon race, religion, national origin, sex (including sexual orientation, pregnancy, and gender identity), disability, age, political affiliation, etc., reflect poorly on the public official, as well as the Town and its residents. Further, discriminatory and/or defamatory comments may expose the Town to liability and legal costs.
- Officials should avoid social media posts that could be perceived as an endorsement by the Town, its employees, constituents, other public officials, suppliers, vendors, or contractors.
- Officials should refrain from using social media accounts to communicate with Town employees about Town-related matters as this creates a public record on employees' personal accounts.
- Elected and appointed officials should be familiar with the North Carolina Department of Cultural Resources Division of Archives and Records Digital Records Policies and Guidelines.
- Officials should be mindful that posting content regarding Town-related matters could inadvertently result in the violation of the Open Meetings Law if enough other public officials engage in the post. If this occurs, the online conversation must immediately cease, and the Town Clerk should be notified accordingly.

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- Officials are prohibited from using personal or professional social media to engage in any activity or conduct that violates federal, state, or local law. Also, officials are prohibited from using professional social media accounts to circumvent election or campaign requirements.
- If Officials choose to maintain personal social media accounts, all town-related business must be conducted on a separate, professional/official social media account.
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- Officials are prohibited from using social media to engage in any activity that constitutes a conflict of interest.

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**Town of Huntersville
Town Board
August 21, 2023**

To: Town Board

From: David Peete, Principal Planner

Date: August 21, 2023

Subject: Petition #R23-01, Foundry - Everette Keith Road

EXPLAIN REQUEST:

Consider final action on Petition #R23-01, Foundry - Everette Keith Road, a request by Foundry Commercial, LLC to rezone +/- 59.66-acres generally located east of Everette Keith Road and south of Hambight Road from existing Transitional Residential (TR) to Corporate Business - Conditional District (CB-CD) for approximately 750,000 square feet of light industrial space.

ACTION RECOMMENDED:

Consider Final Action

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

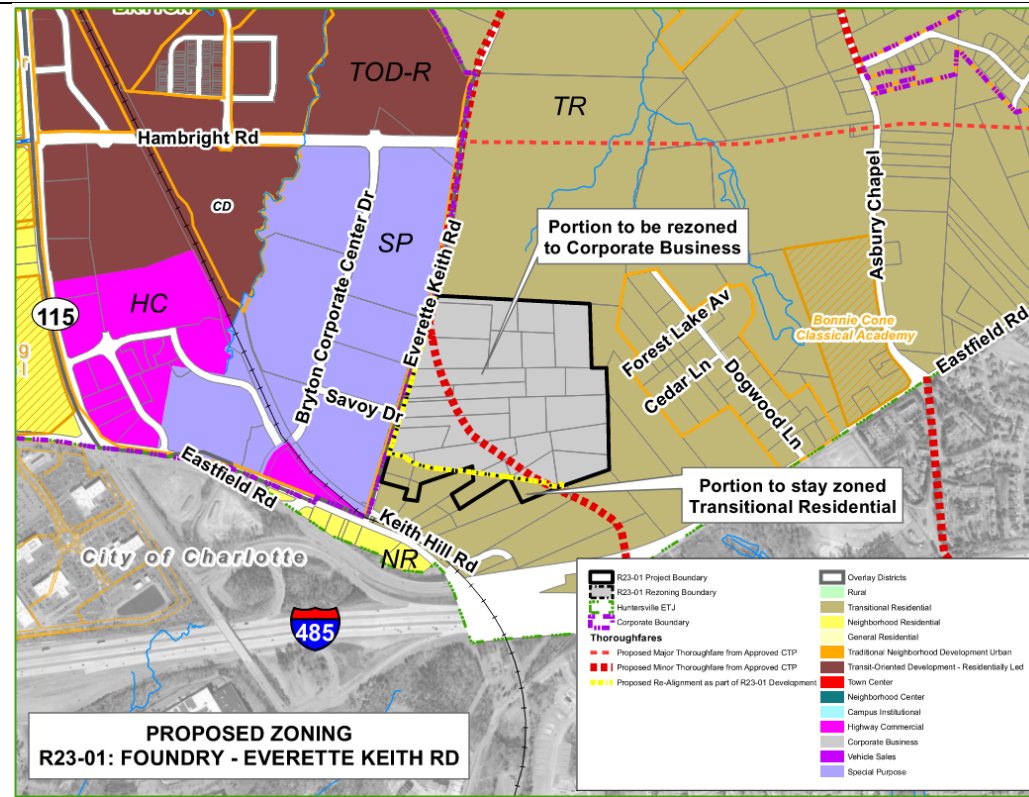
1. R23-01 Final Action Staff Report 8-21-23
2. Attachment A - General Application
3. Attachment B - Foundry - Everette Keith Road CD Rezoning Plan (3rd Submittal - 08.10.2023)
4. Attachment C - Community Meeting Report (5-24-23)

Petition R23-01

Foundry – Everett Keith Road Conditional District

(Updates in red)

PART 1: PROJECT SUMMARY



Applicant: Foundry Commercial, LLC.

Property Owner: Various (see Attachment A).

Property Address: 11226 Everett Keith Road

Project Size: (+/-) 63.91-acres
(ONLY 59.66 -acres to be rezoned)

Parcel Number(s):

01915102, 01915103, 01915104, 01915107, 01915121, 01915122, 01915123, 01915124, 01915125, 01915126, 01915127, 01915131, 01915132, 01915134, 01915136, 01915137, 01915138, 01915142, 01915143, 01915144, 01915145, 01915146, portion of 01915105, 01915133 & 01915117.

Current Zoning: Transitional Residential (TR).

Current Land Use: Large-lot, Single-Family Homes & vacant.

Proposed Zoning: Corporate Business —Conditional District (CB-CD).

Proposed Land Use:
750,000 sq. ft. (max.) of manufacturing, warehouse & office.

TR – Transitional Residential
SP – Special Purpose
HC – Highway Commercial
NR – Neighborhood Residential
TOD-R – Transit-Oriented Development - Residential

1. Purpose: Of the 64-acres within the project boundary, only 59.66-acres are proposed to be rezoned from Transitional Residential (TR) to Corporate Business - Conditional District (CB-CD), the remaining acreage is to stay Transitional Residential (TR) (see map above). The proposed rezoning is to build 750,000 square feet of light manufacturing, warehouse and office space in 2 – 3 buildings located east of Everett Keith Road and south of Hambright Road. If the proposed rezoning is approved, a Subdivision Sketch Plan will be reviewed by staff for compliance. [NOTE: This petition was submitted in December of 2022 and was on track for an April public hearing, however, CRTPO review was required for the proposed thoroughfare re-alignment, therefore the timeline was extended. The original alignment is shown in red on the above map. The proposed alignment is shown in yellow.]
2. Adjoining Zoning and Land Uses.

North: Transitional Residential (TR) – vacant.

South: Transitional Residential (TR) – large-lot, single-family homes & vacant.

East: Transitional Residential (TR) – electrical substation, large-lot, single-family homes and vacant.

West: Special Purpose (SP) – Light manufacturing (Bryton).

3. One Community Meeting was held on Wednesday, May 24, 2023, at the Huntersville Recreation Center on Verhoeff Drive. A Summary of the meeting is included in Attachment C.
4. Notice for this rezoning petition was given via postcards sent to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property in two (2) locations.

PART 2: REZONING/SITE PLAN ISSUES

This proposed Foundry – Everette Keith Conditional District Rezoning is generally compliant with the Zoning Ordinance and Subdivision Regulations, with significant elements as follows:

- Principal use to be 750,000 square feet of light manufacturing/warehouse/office space.
- The re-alignment and construction of (a portion) of Everette Keith Road (per TIA and NCDOT requirements).
- The proposed buildings and associated parking will be located behind a 40 - 80 ft. wide landscaped buffer parallel to Everette Keith Road.
- The addition of three (3) Urban Open Spaces (3 plazas) on site. In addition, a nature trail will be provided located between the two buildings.
- ~~The landscape buffer along Everette Keith Road nearest the cul-de-sac is not consistent across the frontage of the property and must be revised (see yellow line below).~~ Item has been satisfied – full buffer to be provided.

The applicant requests the following ~~nine (9)~~ three (3) modifications to Ordinance requirements (see CD Rezoning Plan Sheet RZ 4.0). Per highlights below, six out of the nine modifications are not needed.

- a) “Change from Article 7.5.3., which requires an 80-foot-wide buffer, to allow a 40-foot buffer along the northern and eastern boundaries of the property, as shown on the plan. An alternative buffer yard plan that includes a planted landscaped berm shall be provided for the northern and eastern buffers.”
STAFF COMMENT: The request to reduce the buffer along the eastern boundary can be supported, as the 40 feet, in conjunction with the adjacent property owned by Duke Energy will create a substantial transition area. The request to reduce the buffer along the northern boundary can also be supported with the new provision that where there is not a minimum of 80 ft. a berm with a 6 ft. fence and landscaping will be provided along the northern border. A note has also been added (to Sheet RZ4.0) indicating that if a non-residential use is located to the north, the parking lots / driveways will connect.
- b) “Change from Article 7.5.8., which requires all buffer yards to remain undisturbed with certain exceptions. Grading shall be allowed in the buffer yards as shown on the Rezoning Plan.”
STAFF COMMENT: Staff can support this modification, as the site is generally clear of trees. Particularly along Everette Keith Road, there is not adequate buffer vegetation. This area is best served by installing new vegetation. There are some areas of trees scattered around the site that will be reviewed for opportunities to save during the Preliminary / Construction Plan phase, but the remainder may be re-planted.
- c) ~~“Modification that permits Applicant to decrease or increase the number of buildings to three buildings so long as (i) the building or buildings meet the applicable requirements of the Ordinance, (ii) the amount of impervious coverage and the extent of encroachments into property setbacks and buffers, although not in the specific location shown on the Rezoning Plan, are consistent with the amount of impervious coverage and the encroachment area shown on the Rezoning Plan, and (iii) the square footage does not exceed the footage in the TIA.”~~
STAFF COMMENT: No modification needed. This can be a condition on the rezoning plan.

- d) ~~“Change that allows Planning Staff to approve a multi-building subdivision sketch and site plan in accordance with sub-paragraph c, hereof.”~~
STAFF COMMENT: Staff has authority to approve subdivisions, **this modification is not needed.**
- e) ~~“Everette Keith Road shall be generally realigned as shown on the Rezoning Plan. Minor changes to the realignment and minor block length variations from the Ordinance may be approved administratively pursuant the TIA and Town and NCDOT approval.”~~
STAFF COMMENT: **This modification is not needed.** The Charlotte Regional Transportation Planning Organization (CRTPO) has policies governing revisions to the thoroughfare plan. This rezoning plan proposes to “enter and exit” the impacted properties, as currently shown on the adopted thoroughfare plan. The only change is the route the thoroughfare takes through the new development from entry to exit points. If the Town rezones the development and adopts this alignment as part of the rezoning plan, CRTPO will update their thoroughfare plans accordingly.
- f) ~~“No stub street connections are required along the boundaries of the property, except as shown on the Rezoning Plan, due to incompatible uses of adjacent property.”~~
STAFF COMMENT: **This modification is not needed.** ~~Staff and the applicant are continuing to discuss connectivity options.~~
- g) ~~“To the extent required, block length waivers are permitted as shown in the block chart and on the Rezoning Plan.”~~
STAFF COMMENT: **Staff can support this modification, as the adjacent street intersections have previously been established.** ~~The measurement used for Everette Keith Road’s block length does not appear to be correct – Staff and the Applicant continue to work on this item.~~
- h) ~~“The portion of Everette Keith Road beyond the southwest boundary line of the property is not required to be completed as a part of the project.”~~
STAFF COMMENT: **This modification is not needed.** The referenced portion of Everette Keith Road is not within the project or rezoning boundaries and is not needed to provide access.
- i) ~~“Final recorded easements for utility connections over adjacent property may be recorded at any time prior to construction plan approval.”~~
STAFF COMMENT: **This modification is not needed.** Easements may be recorded at any time – subject to easement plat requirements.

PART 3: TRANSPORTATION ISSUES

A TIA for the development was submitted on June 7, 2023, with comments to the applicant provided on June 29, 2023. The TIA is acceptable as submitted. The following improvements are recommended in the TIA as the responsibility of the developer (also see diagram below):

- Eastfield Road at Bryton Corporate Center Drive
 - Construct a second southbound left-turn lane on Bryton Corporate Center Drive with 300 feet of storage. The southbound, Bryton Corporate Center Drive approach would then have a dedicated right-turn lane and dual left-turn lanes with 300 feet of storage.
 - Construct an eastbound left-turn lane extension on Eastfield Road where storage would be extended to 575 feet.
- Everette Keith Road at Site Access 1, 2, 3, and 4
 - Site Accesses 1, 2, 3, and 4 to each have an internal protected stem of 100 feet.

The TIA assumes that the following road improvements will be constructed by other private development when this development is constructed. The timing of those improvements is not guaranteed, as they are not publicly funded projects. It is recommended that these improvements then become the responsibility of this development if they are not completed before construction of this development.

The following assumed improvements are not listed on the Rezoning / Sketch Plan. The TIA assumes that the following road improvements will be constructed by other private development when this development is constructed. The timing of those improvements is not guaranteed (as they are not publicly funded projects) and then may become the responsibility of this development if they are not completed before construction of this development.

These need to be added back:

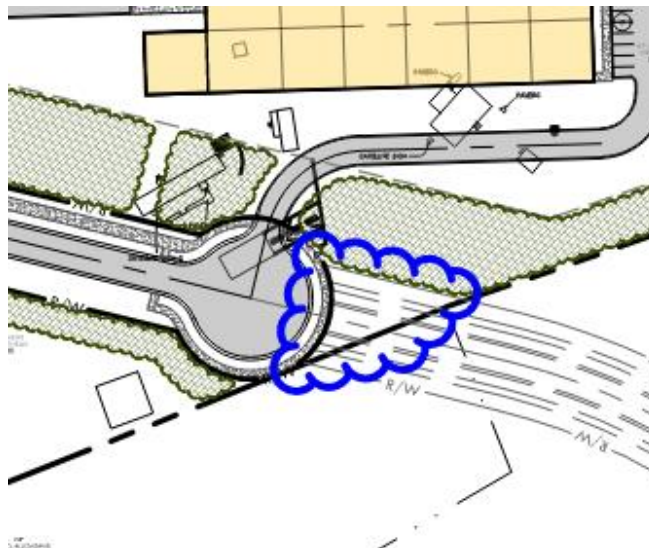
The assumed improvements include:

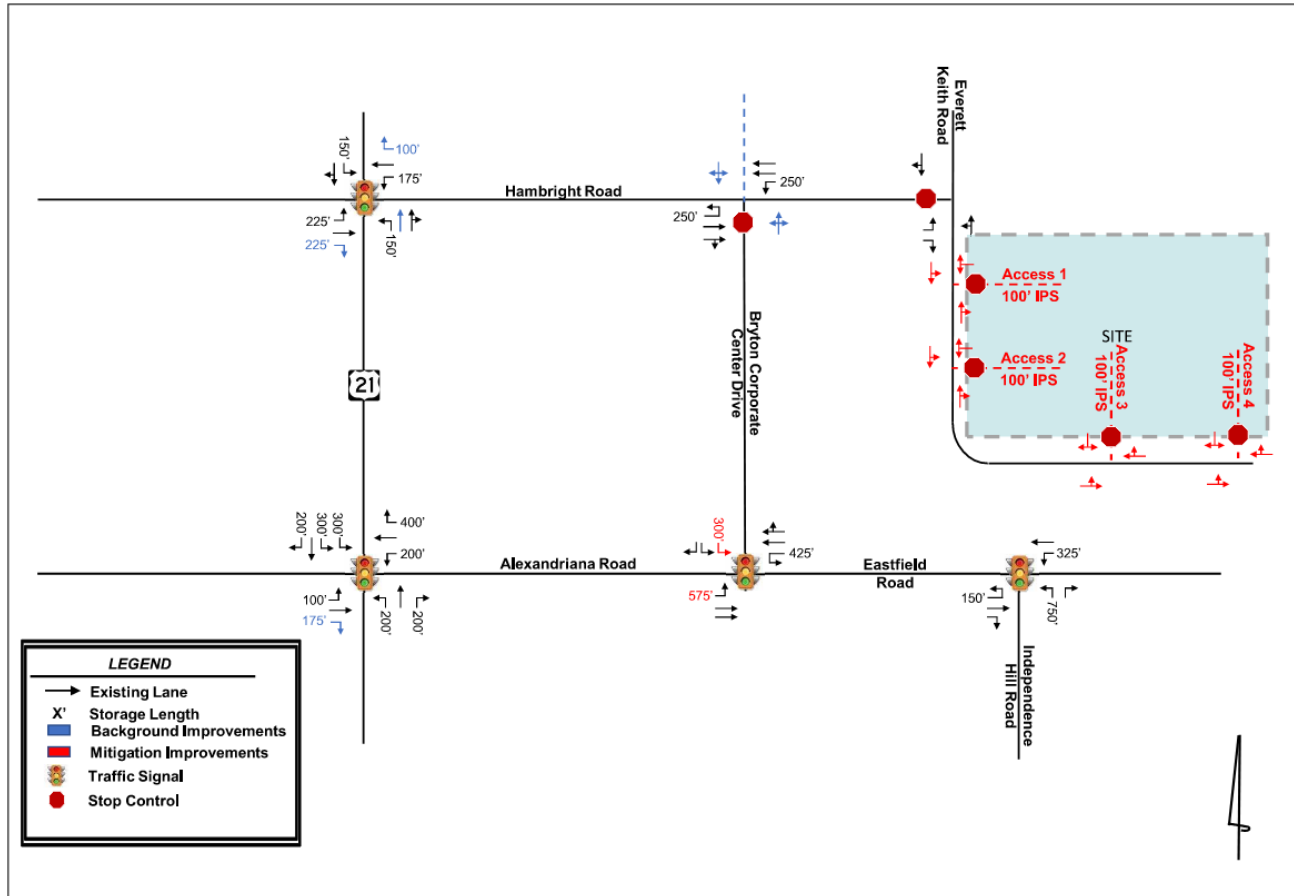
Statesville Road (US21) at Hambright Road

- Construct a second northbound through lane on Statesville Road with adequate receiving lane.
- Construct a westbound right-turn lane on Hambright Road with 100 feet of storage.
- Construct an eastbound right-turn lane on Hambright Road with 225 feet of storage.

Additional transportation comments:

- Roundabout to be designed to accommodate WB-67 design vehicle.
- 100 ft. internal protected stem lengths not provided at 2 of the 3 site driveways (site layout will need to be altered to provide required stem length).
- Future alignment shown on Sheet RZ3.1 does not properly align with existing intersection and Independence Hill Rd. This future alignment must be shown with appropriate radius and alignment per NCDOT design standards to ensure the connection to the proposed Everette Keith Rd realignment (to be built by developer) is feasible.
- Extend the ROW of Everette Keith Road past the cul-de-sac, to the edge of property (see below).





PART 4: REZONING CRITERIA

Article 11.4.7(d) of the Zoning Ordinance states that “in considering any petition to reclassify property, the Planning Board in its recommendation and the Town Board in its decision shall take into consideration any identified relevant adopted land-use plans for the area including, but not limited to, comprehensive plans, strategic plans, district plans, area plans, neighborhood plans, corridor plans, and other land-use policy documents”.

The 2040 Huntersville Community Plan **could support** this project through the following sections:

- **Policy LU-5: Focus more intense development in locations that can support growth.**
 - LU 5.1: Allow more intense development only where transportation infrastructure and utilities already exist.
 - LU 5.2: Continue to require a Traffic Impact Analysis for developments that exceed a traffic generation threshold to promote development concurrent with transportation improvements town wide.

STAFF COMMENT: A traffic impact analysis (TIA) was required, and it is summarized in Part 3 of this report. This development is located in close proximity to both Interstate 77 and Interstate 485. Those major corridors, as well as the other major thoroughfares nearby provide varied access to the site. It should be noted that Everett Keith Road will not connect to Eastfield Road, which would provide greater access and distribution of trips to and from the site.

- **Policy LU-7: Require new development to follow design principles that reinforce the vision for the Town as expressed in this plan and other adopted plans.** The town has committed to traditional town planning and urban design principles that are meant to preserve the character of the town. This commitment is noted in adopted plans and the zoning ordinance and has been expressed in new development over the last 25 years.

- LU 7.1: Require all new development to adhere to the following design principles:
 - In defined Employment Centers some flexibility in the form-based design principles is allowed, including:
 - Expanded options for frontages including buildings fronting the street or buffered from major or minor thoroughfares.
 - Exceptions to building frontage requirements and public street requirements may be allowable for internal streets in an industrial park or near interstates.

STAFF COMMENT: If the Town Board determines to extend the employment center, the proposed site plan will meet all building frontage requirements.

- **Policy EV-1: Support a balanced economy through job growth in target industry sectors.**

- EV 1.2: Focus economic development in areas that support growth.
 - Preserve areas suitable for business and industrial development, along with a mixture of support uses, to ensure an adequate inventory of land for future growth and development, with increases to this inventory as required. These areas should have proximity to existing or future activity centers, have access to transportation options and utility service, and offer amenities for employees.

STAFF COMMENT: This site, located to the east of Bryton, is located adjacent to a mix of uses (light manufacturing, retail, restaurants and various residential) and provides walkable access to these uses. The transportation network was previously mentioned and there are recreational amenities nearby, as well. It should be noted that the Town currently has a commercial and industrial tax base that makes up approximately 22% of total property taxes. The 2040 Community Plan indicates that “the Town is actively recruiting businesses to broaden and diversify the tax base” (2040 Community Plan, page 71).

- **Policy T-3: Improve connectivity throughout the study area.**

- T 3.1: Continue to enhance street connectivity by requiring connections among different uses.
 - Continue to require street connectivity among residential, commercial, employment, recreational and institutional uses.
 - Street connectivity should be emphasized during the review of all development proposals for consistency with the proposed street map and the Zoning Ordinance.
 - Context-sensitive street design should be applied

STAFF COMMENT: The extension of Everette Keith Road will provide enhanced transportation access and provide a multi-modal, 10 ft. side path to provide bicycle and pedestrian access, as well. The project does not provide public street stubs to the north and east. There is a proposed public access easement to connect Forest Lake Avenue to the new section of Everette Keith Road, however, access easements have not been used for this type of connectivity before. This is not recommended. Staff and the Applicant continue to discuss this item.

- **Policy T-5: Facilitate multimodal transportation.**

- T 5.1: Design street improvements with considerations for the surrounding context and various users.

STAFF COMMENT: No new streets within the development are proposed except for the extension of Everette Keith Road – which will have a 10 ft. wide side path on the east side to provide pedestrian and bicycle accommodation.

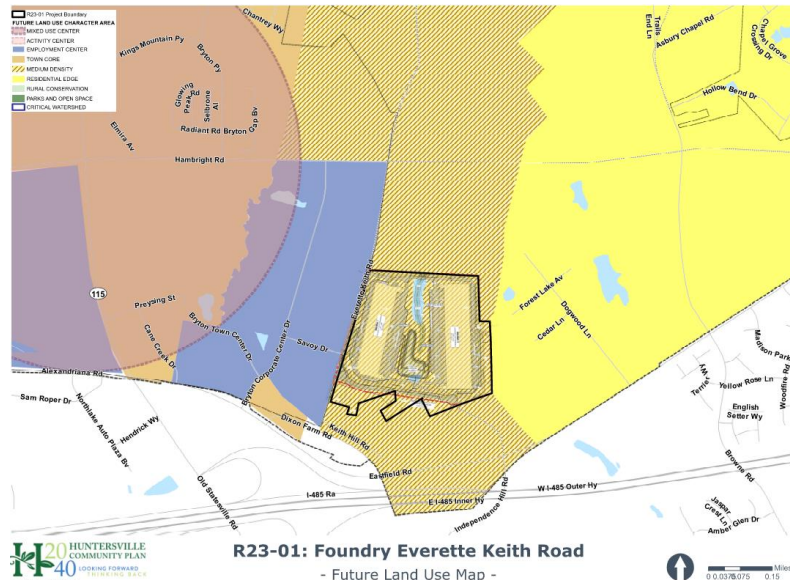
The 2040 Huntersville Community Plan **does not support** this project through the following sections:

- **Policy LU-1: Encourage a development pattern that follows the Future Land Use Map.**

- LU 1.1: Utilize the Future Land Use Map during development approval process to ensure compatibility with long-range plans.

STAFF COMMENT: The Town of Huntersville 2040 Community Plan (see Future Land Use Map, below) calls for this area to be “moderate density”, which is meant to accommodate a mix of conventional residential subdivisions with larger lots and traditional neighborhood development with a mix of lots sizes...”. Therefore, this request is

not consistent with the 2040 Community Plan. However, across Everett Keith Road to the west is an Employment Center area (zoned Special Purpose (SP)) that is part of the Bryton Mixed-Use Center. If the Town viewed expansion of the Employment Center as appropriate in this location (i.e. to the Duke Energy properties, as a limiter), the Corporate Business zone could be consistent. It should be noted that while the overall square footage will more than likely be utilized by numerous users, the mix of uses will be limited to light industrial, warehouse and office, which is not the mix encouraged by the 2040 Community Plan. This area was also addressed in the Eastfield Road Small Area Plan (SAP), which is discussed later in this section.



Employment Center

Employment centers contain a mix of uses including office, industrial, and institutional. Modern employment campuses and cutting-edge employers are now incorporating some retail and residential to create a live, work, and play environment. These areas offer workspace where innovation can grow while meeting employee lifestyle needs.



Moderate Density

This area is meant to accommodate a mix of conventional residential subdivisions with larger lots and traditional neighborhood development with a mix of lot sizes, including smaller unit types and occasional attached housing. Average gross density is generally 1-3 units per acre. It may have some smaller-scale commercial or nonresidential activity at key intersections. Exact density of future development should vary based on context and site constraints including potential conflicts with adjacent development, access, and the presence of natural and/or cultural resources.

Policy LU-11: Protect Existing Housing Stock.

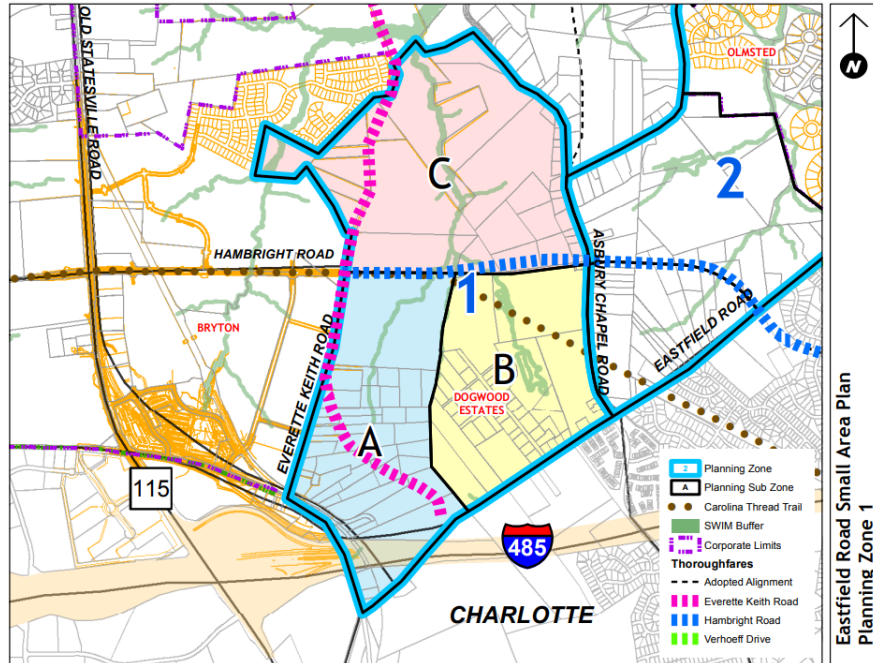
- LU 11.2: Along existing streets, encourage new buildings to respect the general spacing of structures, building mass and scale, and street frontage relationships of existing buildings.

STAFF COMMENT: The proposed buildings are out of scale with the homes south of Everett Keith Road. The project does propose establishing a visual buffer along the north side of Everett Keith Road. Approval of this rezoning may encourage changes in land use south of Everett Keith Road.

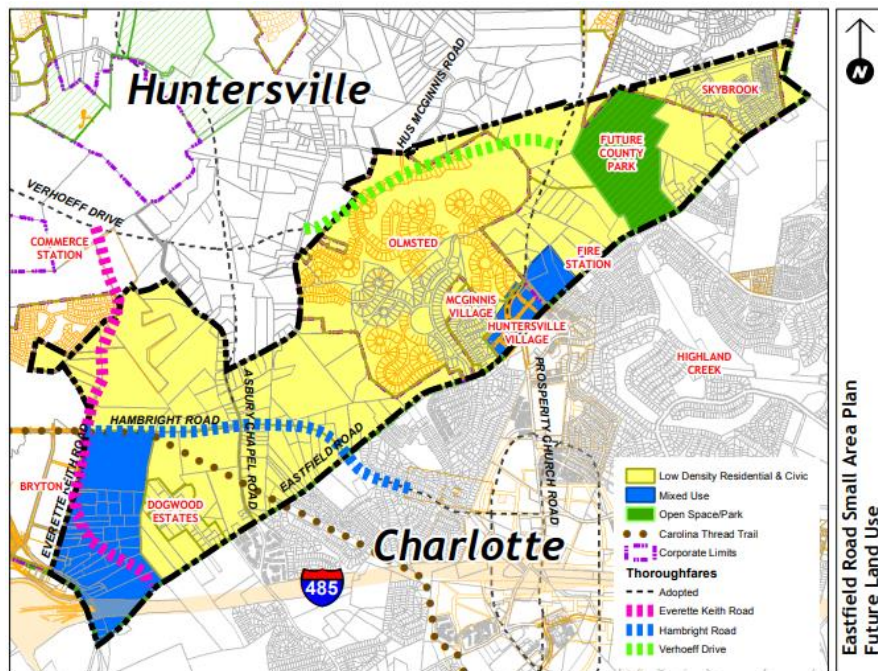
The Eastfield Road Small Area Plan (SAP) (adopted 2014) addresses this request as follows:

The proposed Foundry – Everett Keith Road development is located in “Planning Zone 1 - A” of the plan (shown in light blue, below) which states that east of Everett Keith Road and south of the proposed Hambricht Road alignment, office, light industry and multi-family, with limited commercial/retail to support the primary office and light industrial uses, are recommended”.

STAFF COMMENT: The Small Area Plan supports a mix of uses on this property, with the most intense uses located along the thoroughfare. The Small Area Plan indicates the need to provide “appropriate transitions between the existing Dogwood Estates neighborhood and more intensive proposed office/industrial uses to the west”.



The Eastfield Road Small Area Plan Future Land Use Map (shown below) indicates the area of the Foundry – Everett Keith Road development is designated as “mixed-use” (see dark blue area).



Recommendations of the Eastfield Road Small Area Plan for Everett Keith Road:

- Everett Keith Road is an existing state maintained two-lane road which is proposed to be realigned and extended from Eastfield Road (at intersection with Independence Hill Road) to Verhoeff Drive (see dotted-pink line on above map). While the CTP designates Everett Keith Road as a minor thoroughfare, public funding of improvements to this road (i.e. extension and realignment) are not currently programmed and therefore, improvements are only likely to be made as a result of private funding in conjunction with future development. The proposed new alignment for Everett Keith Road is intended to provide an additional

north/south access route east of NC 115. However, the ultimate location of this road may be modified to accommodate and maximize development potential in the area that it will serve.

STAFF COMMENT: The proposed re-alignment of Everette Keith Road is permitted within the Small Area Plan. It is further suggested that the linkage between existing Everette Keith Road and Eastfield Road will need to be provided by private investment. The transportation improvement package is being discussed by the applicant and Town Staff.

- **Protect right-of-way for approved thoroughfare alignment, through the subdivision/rezoning process.**
- **For future subdivision development adjoining proposed thoroughfare alignment, require reservation/dedication/construction of thoroughfare as required to serve proposed development (page 37).**

STAFF COMMENT: All required right-of-way for the expanded Everette Keith Road thoroughfare will be provided.

Article 11 Section 11.4.7(e) of the Zoning Ordinance states that: “in considering any petition to reclassify property the Planning Board in its recommendation and the Town Board in its decision should consider:

- 1. Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.**

STAFF COMMENT:

The proposed Foundry – Everette Keith Road - Conditional District Rezoning could be supported by the 2040 Community Plan if it is determined that the expansion of “Employment Center” development east of Everette Keith Road is an appropriate use. Support is clearer with the Eastfield Road Small Area Plan, as the proposed use is identified as a possible future use (see page 8 of this report). While the mass and scale of the buildings do not represent preferred transitions from an Employment Center to the adjoining “moderate density/residential edge” land uses that are called for, Staff can recommend approval of the plan if appropriate buffers are provided to the north and east, and the mass of Building 2 is broken-up by utilizing the “three building option”. Appropriate transitions are key to approval of development at this level of intensity. The Small Area Plan recommends to “maintain the approved development pattern within” the project. Therefore, the key question is whether the expansion of the Mixed-Use Center boundaries, to this degree, is supported by the Huntersville 2040 Community Plan and the Eastfield Road Small Area Plan.

- 2. The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, transit service, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, storm water drainage systems, water supplies, and wastewater and refuse disposal.**

STAFF COMMENT:

- A Transportation Impact Analysis was required for this rezoning – see Part 3 of this report.
- A Willingness-to-serve letter from Charlotte Water was issued by Charlotte Water on 12-6-21, however, this letter is not current and must be updated.
- A Conceptual Storm Water Drainage Plan (PCO-1) is under review and must be approved by staff.
- The CD Rezoning Plan was not sent to Charlotte-Mecklenburg School (CMS) for consideration, as no residential units are proposed within this development.

- 3. Whether the proposed reclassification will adversely affect a known archeological, environmental, historical or cultural resource.”**

STAFF COMMENT:

Planning staff has no indication that the request will adversely affect known archeological, environmental, historical or cultural resources.

PART 5: STAFF RECOMMENDATION

The Foundry – Everette Keith Road Conditional District Rezoning Plan from TR to CB-CD could be supported by staff for the reasons outlined in Part 5 of this report, and with the following conditions:

- Staff CAN SUPPORT a portion of modification “a” – (reduce buffers), as written in 3rd submittal of Rezoning / Sketch Plan. Reduction of buffer along east side is ok. The buffer along the north should not be reduced nor should the 80’ buffer along the extension of Everette Keith Road.
- Staff CAN SUPPORT modification “b” as requested (allow disturbed buffers).
- Modification “c” is not needed, as requested (number of buildings). As long as the rezoning plan and TIA-supported square footage is not exceeded and all other Ordinance requirements are met, there is no issue with this request.
- Modification “d” is not needed.
- Modification “e” is not needed.
- Modification “f” is not needed. (street stubs) is still being discussed by Town Staff and the Applicant.
- Staff CAN SUPPORT Modification “g” (block length) as presented, is still being discussed by Town Staff and the Applicant.
- Modification “h” is not needed.
- Modification “i” is not needed.
- Clarification required for how remnant parcels are being handled south of the proposed thoroughfare (outside of the proposed rezoning). Item has been satisfied.
- The 80 ft. buffer along Everette Keith Road near the cul-de-sac is not complete and must be extended the full frontage of the development. Item has been satisfied.
- Extend the ROW of Everette Keith Road past the cul-de-sac, to the edge of property (see Part 3).
- All required improvements from the NCDOT TIA should be provided.
- Clarify if the nature trail shown in the stream buffer will be constructed to accommodate the stream or be relocated outside the buffer. Item has been satisfied.
- Provide 10 ft side paths along Everette Keith Road along their frontage. Item has been satisfied.
- Notes on Sheet RZ4.0 to be discussed with Staff. Item has been satisfied.
- Tree save and tree mitigation to be discussed with Staff. Item has been satisfied.
- Provide a current Willingness to Serve letter from Charlotte Water;
- All outstanding redline comments must be addressed.
- RECOMMEND – urban open spaces (plazas) should be better distributed throughout the development. Item has been satisfied.
- RECOMMEND – the extension (full construction) of Everette Keith Road to connect with Eastfield Road.
- **RECOMMEND – the entire project to be annexed into Town limits.**

RECOMMENDATION RECAP:

1. Staff CAN SUPPORT modification “a” – (reduce buffers), as written in 3rd submittal of Rezoning / Sketch Plan.
2. Staff CAN SUPPORT modification “b” as requested (allow disturbed buffers).
3. Staff CAN SUPPORT modification “g” (block length) as presented.
4. Extend the ROW of Everette Keith Road past the cul-de-sac, to the edge of property (see Part 3).
5. All required improvements from the NCDOT TIA should be provided.
6. Provide a current Willingness to Serve letter from Charlotte Water;
7. All outstanding redline comments must be addressed.
8. RECOMMEND – the extension (full construction) of Everette Keith Road to connect with Eastfield Road.
9. RECOMMEND – the entire project to be annexed into Town limits.

PART 6: PUBLIC HEARING COMMENTS

Public Hearing scheduled for Monday, July 17, 2023.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board, on July 25, 2023, voted to recommend approval by unanimous (5-0) vote with the following conditions: (The Planning Board) finds the request inconsistent with the Huntersville 2040 Community Plan Policy LU-1, and would encourage a development pattern that follows the future land use map, as stated in Part 4 of the Staff Report. Therefore, the Planning Board recommends the Huntersville 2040 Community Land Use Map be amended as follows, the property proposed for conditional rezoning be included as an extension of the Employment Center located along its western border. This amendment is supported by the Eastfield Road Small Area Plan and that the proposed Foundry - Everette Keith Road development is in "Planning Zone 1A" of the plan. The small area plan states this area of Everette Keith Road and south of the proposed Hambright Road alignment to be developed as office, light industry, and multi-family with limited commercial/retail to support the primary office and light industrial uses are recommended. If the Town Board amends the 2040 Community Plan, then the Planning Board recommends approval of the rezoning because it is consistent with the following Policies of the 2040 Community Plan, LU-5, LU-7, EV-1, T-3, T-5. The rezoning is also supported by the Eastfield Road Small Area Plan, specifically the recommended future land uses for Planning Zone 1. Recommendation for approval is based on all the conditions for approval outlined in the Staff Report being addressed to the satisfaction of staff, except for two items; 1) the applicant work with staff to enhance the northern buffer berm to (that which) is acceptable with staff, and 2) not to include the requirement of the extension of Everette Keith Road. With those conditions, it is reasonable and in the public interest to extend the Employment Center designation and rezone the 59.66 acres from Transitional Residential to Corporate Business – Conditional District because it would then be consistent with the 2040 Community Plan. It is essential to the Town of Huntersville to have a balanced and diverse tax base that also includes development projects that provide for employment opportunities that provide for employment opportunities for citizens within or close to the Town limits. The request is also consistent with the Eastfield Road Small Area Plan and the applicable provisions of the zoning ordinance. G. Baber seconded the motion.

PART 8: SCHEDULED FINAL TOWN BOARD ACTION

Final Action scheduled for August 21, 2023.

PART 9: ATTACHMENTS/ENCLOSURES

Attachments

- A – General Application (Rezoning).
- B – Foundry – Everette Keith Road CD Rezoning Plan (3rd submittal).
- C - Community Meeting Report from May 24, 2023.

PART 10: CONSISTENCY STATEMENT - R 23-01 Foundry – Everette Keith Road Conditional District Rezoning.

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning application R23-01; Foundry – Everette Keith Road Conditional District Rezoning, if Town Board extends the Employment Center designation to this property, Town Staff COULD RECOMMEND APPROVAL of the rezoning as it is consistent with Implementation Goals LU-5, LU-7, EV-1, T-3 & T-5 of the 2040 Community Plan, as well as the Recommended future land uses for Planning Zone 1 of the Eastfield Road SAP. Recommendation of approval is also based on <u>all conditions outlined in Part 5 being addressed, as indicated.</u> <u>With those conditions, it is reasonable and in the public interest to extend the Employment Center designation and rezone these 59.66-acres from Transitional Residential (TR) to Corporate Business – Conditional District (CB-CD) BECAUSE it would then be consistent with the 2040 Community Plan. The request is already consistent with the Eastfield Road SAP (as outlined above) and the applicable provisions of the Zoning Ordinance can be adequately addressed, with staff’s recommendations in Part 5 of this report.</u>	APPROVAL: <u>The Planning Board, on July 25, 2023, voted to recommend approval by unanimous (5-0) vote with the following conditions:</u> (The Planning Board) finds the request inconsistent with the Huntersville 2040 Community Plan Policy LU-1, and would encourage a development pattern that follows the future land use map, as stated in Part 4 of the Staff Report. Therefore, the Planning Board recommends the Huntersville 2040 Community Land Use Map be amended as follows, the property proposed for conditional rezoning be included as an extension of the Employment Center located along its western border. This amendment is supported by the Eastfield Road Small Area Plan and that the proposed Foundry - Everette Keith Road development is in “Planning Zone 1A” of the plan. The small area plan states this area of Everette Keith Road and south of the proposed Hambright Road alignment to be developed as office, light industry, and multi-family with limited commercial/retail to support the primary office and light industrial uses are recommended. If the Town Board amends the 2040 Community Plan, then the Planning Board recommends approval of the rezoning because it is consistent with the following Policies of the 2040 Community Plan, LU-5, LU-7, EV-1, T-3, T-5. The rezoning is also supported by the Eastfield Road Small Area Plan, specifically the recommended future land uses for Planning Zone 1. Recommendation for approval is based on all the conditions for approval outlined in the Staff Report being addressed to the satisfaction of staff, except for two items; 1) the applicant work with staff to enhance the northern buffer berm to (that which) is acceptable with staff, and 2) not to include the requirement of the extension of Everette Keith Road. With those conditions, it is reasonable and in the public interest to extend the Employment Center designation and rezone the 59.66 acres from Transitional Residential to Corporate Business – Conditional District because it would then be consistent with the 2040 Community Plan. It is essential to the Town of Huntersville to have a balanced and diverse tax base that also includes development projects that provide for employment opportunities that provide for employment opportunities for citizens within or close to the Town limits. The request is also consistent with the Eastfield Road Small Area Plan and the applicable provisions of the zoning ordinance. G. Baber seconded the motion.	APPROVAL: In considering the proposed rezoning application R23-01; Foundry – Everette Keith Road CD Rezoning, the Town Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference).</u> <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u> DENIAL: In considering the proposed rezoning application R23-01; Foundry – Everette Keith Road CD Rezoning, the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference).</u> <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>



General Application

INCOMPLETE SUBMISSIONS WILL NOT BE ACCEPTED. PLEASE CHECK ALL ITEMS CAREFULLY.

1. Application Type

Please indicate the type of application you are submitting. In addition to the application, the submission process for each application type can be found at <https://www.huntersville.org/528/Permits-Process>

- ☐ Change of Use
- ☐ Commercial Site Plan
- ☒ Conditional Rezoning
- ☐ General Rezoning
- ☐ Master Signage Program
- ☐ Special Use Permit
- ☐ Revision to
Original Project # _____
- ☐ Other _____

- SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance
- ☒ Sketch Plan
 - ☐ Preliminary Plan
 - ☐ Final Plat (Includes Minor Subdivision)
 - ☐ Exempt Subdivision
 - ☐ Final Plat Revision
 - ☐ Farmhouse Cluster

2. Project Data

Date of Application 12/27/22

Name of Project Eastfield Industrial Phase # (if subdivision) _____

Project Address Everette Keith Road, Huntersville

Parcel Identification Number(s) (PIN) See Attached

Current Zoning District TR Proposed District (for rezoning only) CB (CD)

Property Size (acres) 59.66 acres Street Frontage (feet) see Rezoning Plan

Current Land Use Residential

Proposed Land Use(s) Corporate Business, including those uses shown on the Rezoning Plan

Is the project within Huntersville's corporate limits?

Yes _____ No X If no, does the applicant intend to voluntarily annex? Yes

3. Description of Request

Explain the nature of this request. If a separate sheet is necessary, please attach to this application.

Applicant proposes to develop an industrial project in accordance with the attached Rezoning Plan.

4. Site Plan Submittals

Consult the particular type of *Review Process* for the application type selected above. These can be found at <https://www.huntersville.org/528/Permits-Process>.

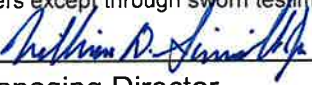
5. Outside Agency Information

Other agencies may have applications and fees associated with the land development process. The *Review Process* list includes plan documents needed for most town and county reviewing agencies. For major subdivisions, commercial site plans, and rezoning petitions please enclose a copy of the Charlotte-Mecklenburg Utility *Willingness to Serve* letter for the subject property.

6. Applicant

Printed Name Foundry Commercial, LLC Phone 704-523-0272
☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature  Printed Name: Bill Simerville
Title Managing Director Email bill.simerville@foundrycommercial.com

Address of Applicant 2151 Hawkins St. Suite 1000, Charlotte, NC 28203

7. Property Owner (if different than applicant)

*Printed Name See attached Joinders Phone _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the owner my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____ Printed Name _____
Title _____ Email _____

Address of Property Owner _____

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

Every owner of each parcel included in this application, or the owner (s) duly authorized agent, must sign this application. If signed by an agent on behalf of the Owner, this application **MUST** be accompanied by a notarized Limited Power of Attorney signed by the property owner (s), specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an **INVALID APPLICATION**. If additional space is needed for signatures, attach the **Town of Huntersville Signature Addendum Form**.

8. Development/Design Firm Contact Information

Development Firm	Name of Contact	Phone	Email
<u>Oak Engineering</u>	<u>Greg Welsh</u>	<u>704-989-4046</u>	<u>gregatoak@gmail.com</u>
Design Firm	Name of Contact	Phone	Email

Contact Information

Town of Huntersville	Phone:	<u>704-875-7000</u>
Planning Department	Fax:	<u>704-992-5528</u>
PO Box 664	Physical Address:	<u>105 Gilead Road, Third Floor</u>
Huntersville, NC 28070	Website:	<u>https://www.huntersville.org/228/Planning-Department</u>

EASTFIELD INDUSTRIAL JOINDER AND CONSENT LIST

- Nelson Britt Jenkins: 019-151-45
- Laura S. Keistler: 019-151-24
- Richard S. Keith & Angela T. Keith: 019-151-03
- Gypsy F. Keith: 019-151-33 (Portion of. See preliminary plat attached)
- Timothy Neal Keith & Diane J. Keith: 019-151-25
- Edmond Barnette Keith: 019-151-27 & 019-151-42
- Ronald Everette Keith, Jr.: 019-151-36 & 019-151-34 (Portion of. See preliminary plat attached)
- NTC Holdings LLC: 019-151-26
- Barry Gene Shaw & Dana Archer Shaw: 019-151-02
- Nelson H. Jenkins & Patricia Keith-Jenkins: 019-151-37, 019-151-43 & 019-151-21
- Kevin Max Jenkins & Michelle B. Jenkins: 019-151-38
- Furman B. Keith: 019-151-32
- Earl Bryan Jenkins and Sandra Dee Jenkins: 019-151-07
- Cornelison Trust (dated 1/24/2003): 019-151-04
- Joshua Scott Shoun & Bethany Anne Shoun: 019-151-46
- Alan Mark Matthews and Lena M. Matthews: 019-151-31
- Robert Cordell Perry & Jody Perry: 019-151-23
- James Michael Smith & Sandi Hager Smith: 019-151-44
- Furman B. Keith & Barbara A. Keith: 019-151-22
- Earl Max Jenkins: 019-151-17 (Portion of. See preliminary plat attached)

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 12 day of March, 2022, by Shirley P. Cornelison, as Trustee of the CORNELISON TRUST DATED JANUARY 24, 2003 ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the Everett Keith Road Industrial Development filed, or to be filed, by Foundry Commercial Acquisitions, LLC ("Applicant") in connection with the property identified as Parcel Number 019-151-04 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desire to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:

Shirley P. Cornelison

Printed Name: Shirley P. Cornelison, Trustee
Address: 2564 Trotters Trail, Cocoa, FL 32926

Date: 11-30-22

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 21 day of Nov., 2022, by Earl Max Jenkins ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the Everette Keith Road Industrial Development filed, or to be filed, by Foundry Commercial Acquisitions, LLC ("Applicant") in connection with the property identified as Parcel Number 019-151-17 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desire to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

- **Joinder.** The Owner does, on behalf of themselves and their successors and assigns hereby join in and consent to the Application.
- **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
- **Modification.** The Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
- **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
- **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:



Printed Name: Earl Max Jenkins

Address: 12825 Keith Hill Road, Huntersville, NC 28078

Date: 11-21-2022

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 12th day of July, 2022, by JOSHUA SCOTT SHOUN and BETHANY ANNE SHOUN, husband and wife ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the Everette Keith Road Industrial Development filed, or to be filed, by Foundry Commercial Acquisitions, LLC ("Applicant") in connection with the property identified as Parcel Number 019-151-46 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desire to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:

Joshua Scott Shoun

Printed Name: JOSHUA SCOTT SHOUN

Address: 11124 Everette Keith Road, Huntersville, NC 28078

Date: 7/12/2022

Bethany A Shoun

Printed Name: BETHANY ANNE SHOUN

Address: 11124 Everette Keith Road, Huntersville, NC 28078

Date: 7/12/2022

JOINDER OF AND CONSENT TO APPLICATION

23rd This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this day of September, 2022, by ALAN MARK MATTHEWS and LENA M. MATTHEWS, husband and wife ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the Everette Keith Road Industrial Development filed, or to be filed, by Foundry Commercial Acquisitions, LLC ("Applicant") in connection with the property identified as Parcel Number 019-151-31 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desire to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

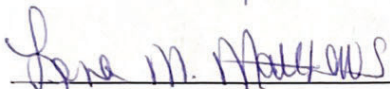
OWNER:



Printed Name: ALAN MARK MATTHEWS

Address: 12921 Keith Hill Road, Huntersville, NC 28078

Date: 9/23/22



Printed Name: LENA M. MATTHEWS

Address: 12921 Keith Hill Road, Huntersville, NC 28078

Date: 9/23/22

JOINDER OF AND CONSENT TO APPLICATION

23rd This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this day of September 2022, by GYPSY F. KEITH, an unmarried widow ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the Everette Keith Road Industrial Development filed, or to be filed, by Foundry Commercial Acquisitions, LLC ("Applicant") in connection with the property identified as Parcel Number 019-151-33 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desire to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** The Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:

Gypsy Keith

Printed Name: GYPSY F. KEITH

Address: 10926 Everett Keith Road, Huntersville, NC 28078

Date: 9/23/2022

JOINDER OF AND CONSENT TO APPLICATION

20th This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this day of July, 2022, by KEVIN MAX JENKINS and MICHELLE B. JENKINS, husband and wife ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the Everett Keith Road Industrial Development filed, or to be filed, by Foundry Commercial Acquisitions, LLC ("Applicant") in connection with the property identified as Parcel Number 019-151-38 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desire to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:

Kevin Max Jenkins
KEVIN MAX JENKINS
Address: 12933 Keith Hill Road, Huntersville, North Carolina 28078
Date: 7/20/2022

Michelle B. Jenkins
MICHELLE B. JENKINS
Address: 12933 Keith Hill Road, Huntersville, North Carolina 28078
Date: 7/20/2022

JOINDER OF AND CONSENT TO APPLICATION

20th This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this day of July, 2022, by EARL BRYAN JENKINS and SANDRA DEE JENKINS, husband and wife ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the Everett Keith Road Industrial Development filed, or to be filed, by Foundry Commercial Acquisitions, LLC ("Applicant") in connection with the property identified as Parcel Number 014-151-07 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desire to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

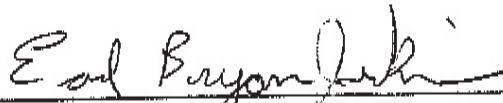
NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

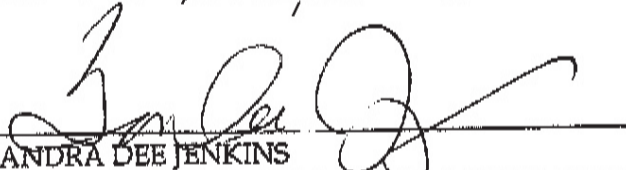
OWNER:



EARL BRYAN JENKINS

Address: 12929 Keith Hill Road, Huntersville, North Carolina 28078

Date: 7/20/22



SANDRA DEE JENKINS

Address: 12929 Keith Hill Road, Huntersville, North Carolina 28078

Date: 7/20/22

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 24 day of Sept, 2022, by FURMAN B. KEITH ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the Everette Keith Road Industrial Development filed, or to be filed, by Foundry Commercial Acquisitions, LLC ("Applicant") in connection with the property identified as Parcel Number 019-151-32 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desire to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

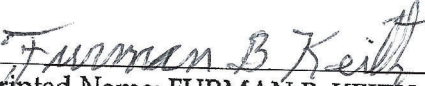
NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:


Printed Name: FURMAN B. KEITH
Address: 11226 Everette Keith Rd., Huntersville, North Carolina 28078
Date: 9-24-22

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 24 day of SEPT, 2022, by FURMAN B. KEITH and BARBARA A. KEITH, husband and wife ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the Everette Keith Road Industrial Development filed, or to be filed, by Foundry Commercial Acquisitions, LLC ("Applicant") in connection with the property identified as Parcel Number 019-151-22 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desire to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:

Furman B Keith
Printed Name: FURMAN B. KEITH

Address: 11226 Everette Keith Rd., Huntersville, North Carolina 28078

Date: 9-24-12

Barbara A. Keith
Printed Name: BARBARA A. KEITH

Address: 11226 Everette Keith Rd., Huntersville, North Carolina 28078

Date: September 24, 2022

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 24 day of Sept, 2022, by NELSON BRITT JENKINS ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the Everette Keith Road Industrial Development filed, or to be filed, by Foundry Commercial Acquisitions, LLC ("Applicant") in connection with the property identified as Parcel Number 019-151-45 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desire to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** The Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:

A handwritten signature in cursive script, appearing to read "Nelson Britt Jenkins", is written over a horizontal line.

Printed Name: NELSON BRITT JENKINS

Address: 202 Butch Branch Road, Union Grove, NC 28689

Date: 9/24/22

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 24th day of ~~September~~ 2022, by BARRY GENE SHAW and DANA ARCHER SHAW, husband and wife ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the Everette Keith Road Industrial Development filed, or to be filed, by Foundry Commercial Acquisitions, LLC ("Applicant") in connection with the property identified as Parcel Number 019-151-02 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desire to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

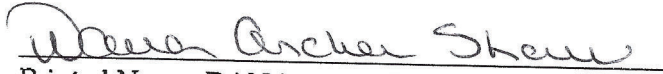
OWNER:



Printed Name: BARRY GENE SHAW

Address: 13225 Mount Holly-Huntersville Road, Huntersville, North Carolina 28078

Date: 9/24/22



Printed Name: DANA ARCHER SHAW

Address: 13225 Mount Holly-Huntersville Road, Huntersville, North Carolina 28078

Date: 9/24/22

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 24 day of SEPT., 2022, by RICHARD S. KEITH and ANGELA T. KEITH, husband and wife ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the Everette Keith Road Industrial Development filed, or to be filed, by Foundry Commercial Acquisitions, LLC ("Applicant") in connection with the property identified as Parcel Number 019-151-03 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desire to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:

Richard S. Keith - Angela S. Keith POA

Printed Name: RICHARD S. KEITH

Address: 5970 Tall Tree Lane, Harrisburg, NC 28075

Date: 9-24-22

Angela S. Keith

Printed Name: ANGELA T. KEITH

Address: 5970 Tall Tree Lane, Harrisburg, NC 28075

Date: 9-24-22

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 24 day of Sept, 2022, by NELSON H. JENKINS and PATRICIA KEITH-JENKINS, husband and wife ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the Everette Keith Road Industrial Development filed, or to be filed, by Foundry Commercial Acquisitions, LLC ("Applicant") in connection with the properties identified as Parcel Numbers 019-151-37, 019-151-43, and 019-151-21 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desire to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

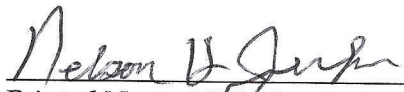
NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** The Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:



Printed Name: NELSON H. JENKINS

Address: 202 Butch Branch Road, Union Grove, NC 28689

Date: 9-24-2022



Printed Name: PATRICIA KEITH-JENKINS

202 Butch Branch Road, Union Grove, NC 28689

Date: Sept. 24, 2022

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 29 day of June, 2022, by TIMOTHY NEAL KEITH and DIANE J. KEITH, husband and wife ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the Everette Keith Road Industrial Development filed, or to be filed, by Foundry Commercial Acquisitions, LLC ("Applicant") in connection with the property identified as Parcel Number 019-151-25 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desire to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** The Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:



Printed Name: TIMOTHY NEAL KEITH

Address: 11046 Everett Keith Road, Huntersville, NC 28078

Date: 6/29/22



Printed Name: DIANE J. KEITH

Address: 11046 Everett Keith Road, Huntersville, NC 28078

Date: Diane J Keith 6/29/22

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 5 day of July, 2022, by LAURA S. KEISTLER ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the Everette Keith Road Industrial Development filed, or to be filed, by Foundry Commercial Acquisitions, LLC ("Applicant") in connection with the property identified as Parcel Number 019-151-24 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desire to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** The Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:

Laura S. Keistler

Printed Name: LAURA S. KEISTLER

Address: 11040 Everett Keith Road, Huntersville, NC 28078

Date: 07-05-22

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 7 day of July, 2022, by NTC HOLDINGS LLC, a Virginia limited liability company ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the Everette Keith Road Industrial Development filed, or to be filed, by Foundry Commercial Acquisitions, LLC ("Applicant") in connection with the property identified as Parcel Number 019-151-26 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desire to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

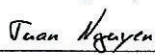
1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** The Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:

NTC HOLDINGS LLC, a Virginia limited liability company

DocuSigned by:

By: E4EA95DF5D88422Tuan Nguyen
Title: Manager/Member NTC Holdings LLC
Address: 1307 Charidge Lane, Charlotte, NC 28262
Date: 7/7/2022

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 11 day of July 2022, by ROBERT CORDELL PERRY and JODY PERRY, husband and wife ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the Everette Keith Road Industrial Development filed, or to be filed, by Foundry Commercial Acquisitions, LLC ("Applicant") in connection with the property identified as Parcel Number 019-151-23 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desire to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

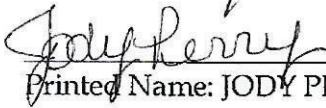
[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:


Printed Name: ROBERT CORDELL PERRY
Address: 11050 Everette Keith Road, Huntersville, NC 28078

Date: 7/11/22


Printed Name: JODY PERRY
Address: 11050 Everette Keith Road, Huntersville, NC 28078

Date: 7/11/22

JOINDER OF AND CONSENT TO APPLICATION

29 This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this day of SEPT, 2022, by RONALD EVERETTE KEITH, JR. ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the Everette Keith Road Industrial Development filed, or to be filed, by Foundry Commercial Acquisitions, LLC ("Applicant") in connection with the properties identified as Parcel Numbers 019-151-36 and 019-151-34 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desire to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. Joinder. The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. Ratification. The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. Modification. The Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. Governing Law. This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. Authority. The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:

A handwritten signature in black ink that reads "Ronald Keith Jr". The signature is written in a cursive style with a large "R" and a stylized "Jr" at the end.

Printed Name: RONALD EVERETTE KEITH, JR.
Address: 108 Condor Court, Woodstock, GA 30188

Date: 9 29 22

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 12 day of July, 2022, by JAMES MICHAEL SMITH and SANDI HAGER SMITH, husband and wife ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the Everette Keith Road Industrial Development filed, or to be filed, by Foundry Commercial Acquisitions, LLC ("Applicant") in connection with the property identified as Parcel Number 019-151-44 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desire to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

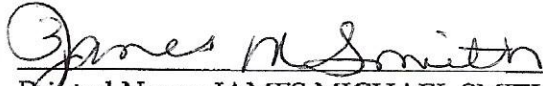
NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:



Printed Name: JAMES MICHAEL SMITH

Address: 11100 Everette Keith Road, Huntersville, NC 28078

Date: 7-12-2022



Printed Name: SANDI HAGER SMITH

Address: 11100 Everette Keith Road, Huntersville, NC 28078

Date: 7-12-2022

JOINDER OF AND CONSENT TO APPLICATION

This JOINDER OF AND CONSENT TO APPLICATION (the "Joinder") is executed this 25 day of Sept., 2022, by EDMOND BARNETTE KEITH ("Owner") in connection with that one certain General Application for a Conditional Rezoning ("Application"), for the Everette Keith Road Industrial Development filed, or to be filed, by Foundry Commercial Acquisitions, LLC ("Applicant") in connection with the properties identified as Parcel Numbers 019-151-27 and 019-151-42 in the Town of Huntersville, Mecklenburg County, North Carolina.

WHEREAS, the undersigned, as an Owner, desire to join in and consent to the rezoning and provisions of the Application and to ratify the execution thereof by Applicant.

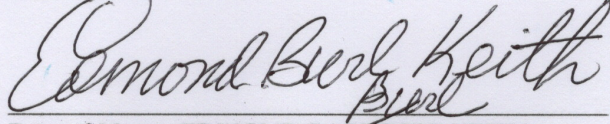
NOW, THEREFORE, for and in consideration of good and valuable consideration as set forth herein, the undersigned agree as follows:

1. **Joinder.** The Owner does, on behalf of themselves and their successors and assigns, hereby join in and consent to the Application.
2. **Ratification.** The Owner does hereby further, on behalf of themselves, their heirs, successors and assigns, ratify and confirm all prior actions of Applicant in connection with the Application.
3. **Modification.** The Owner does hereby further agree, on behalf of itself, and its successors and assigns, to any modifications to the Application, as determined by the Applicant, during the review and approval process through the Town of Huntersville.
4. **Governing Law.** This Joinder is entered into under the laws of the State of North Carolina, and those laws shall govern the construction and enforcement hereof.
5. **Authority.** The person or persons executing this Joinder on behalf of the Owner are duly authorized to execute this Joinder, and no consent of any other person to execution of this Joinder is required.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

OWNER:

A handwritten signature in cursive script, reading "Edmond B. Keith". The signature is written in dark ink and is positioned above a horizontal line.

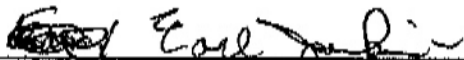
Printed Name: EDMOND BARNETTE KEITH

Address: 41A W. Saddleback Mesa, Santa Fe, NM 87508

Date: 25 Sept 2012

IN WITNESS WHEREOF, the undersigned Owner has executed this Joinder of and Consent to Application on the date set forth below.

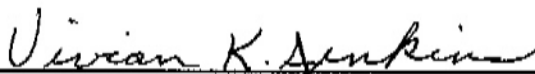
OWNER:



Printed Name: Earl Jenkins

Address: 12825 Keith Hill Road, Huntersville, NC 28078

Date: 1-20-23



Printed Name: Vivian K Jenkins

Address: 12825 Keith Hill Road, Huntersville, NC 28078

Date: 1-20-23

LEGEND

- ▲

AXF

RBF

— — —

CALCULATED POINT

AXLE FOUND

IRON REBAR FOUND

PROPERTY LINE

ADJOINING PROPERTY LINE

NOTES

1.

COORDINATES ARE BASED ON NC GRID NAD 83(2011).
2.

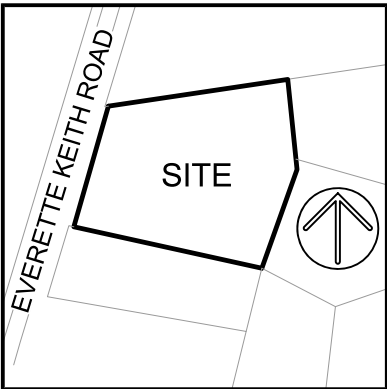
PROPERTY IS SUBJECT TO ALL RECORDED OR UNRECORDED EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY.

REFERENCES

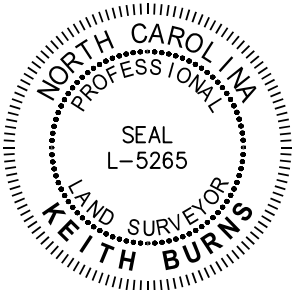
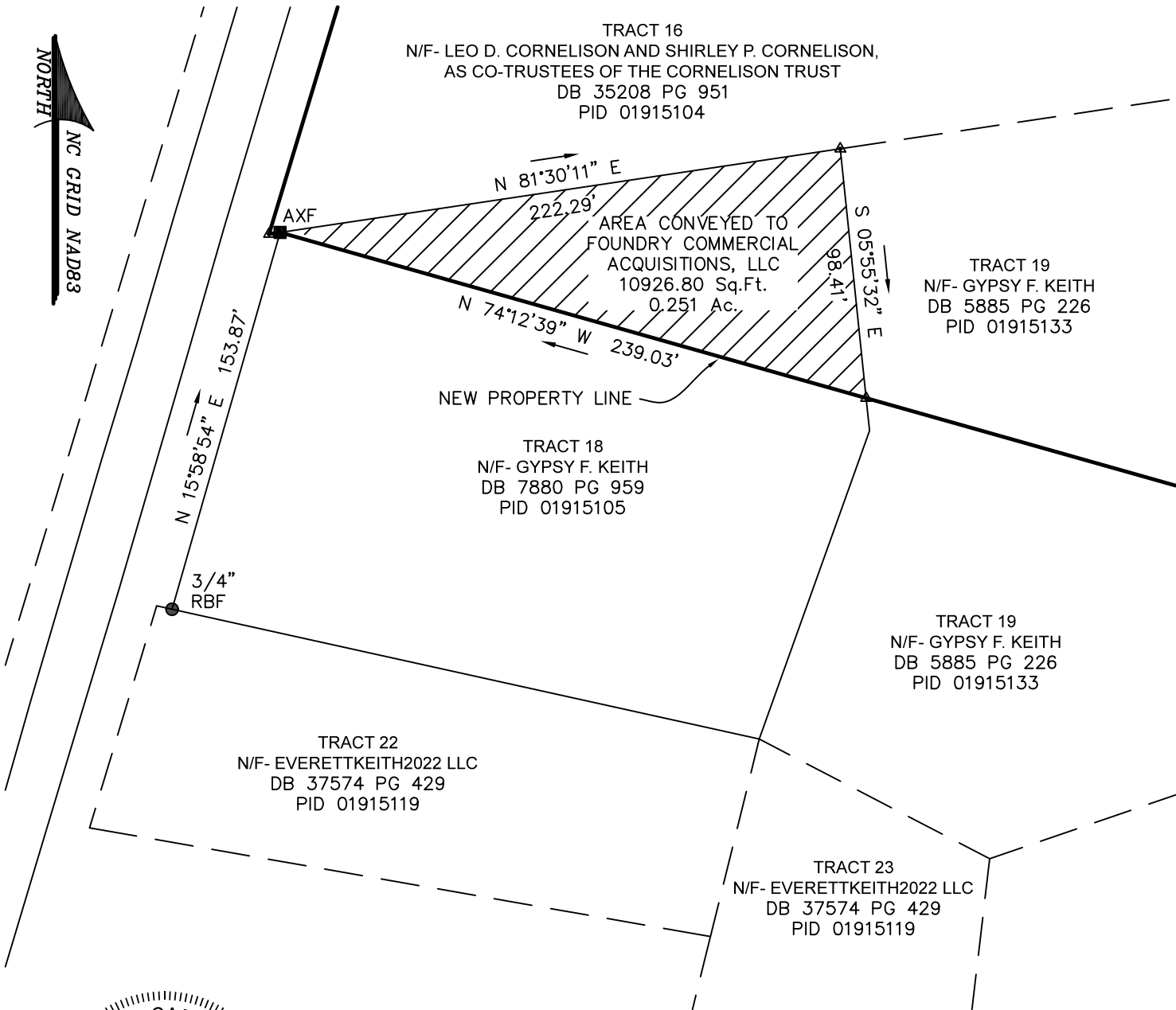
1.

DB 5885 PG 226
2.

DB 7880 PG 959



VICINITY MAP NOT TO SCALE



GRAPHIC SCALE

A LAND SWAP EXHIBIT PREPARED FOR:
FOUNDRY COMMERCIAL
ACQUISITIONS, LLC

PID: 01915105

MALLARD CREEK TOWNSHIP
MECKLENBURG COUNTY, NORTH CAROLINA

FIELD WORK:

FIELD CHECK:

DRAWN BY:

DATE:

SCALE:

PROJECT No.:

FILE:

JHR

RKB

RM

01-18-2023

1"=60'

CLT-22131

CLT-22131 LAND SWAP.DWG

ATLAS
SURVEYING, INC.

ATLAS SURVEYING CLT, P.C. No. C-4370
13331 YORK CENTER DRIVE, SUITE E
CHARLOTTE, NC 28273
PHONE: (980) 949-8475
WEBSITE: WWW.ATLASSURVEYING.COM

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS. (G.S.47-30(N))

FOR REVIEW ONLY

KEITH BURNS P.L.S. No. L-5265

LEGEND

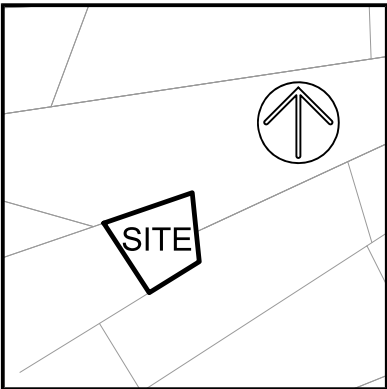
- CALCULATED POINT
- IPF ● IRON PIPE FOUND
- RBF ● IRON REBAR FOUND
- PROPERTY LINE
- ADJOINING PROPERTY LINE

NOTES

- COORDINATES ARE BASED ON NC GRID NAD 83(2011).
- PROPERTY IS SUBJECT TO ALL RECORDED OR UNRECORDED EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY.

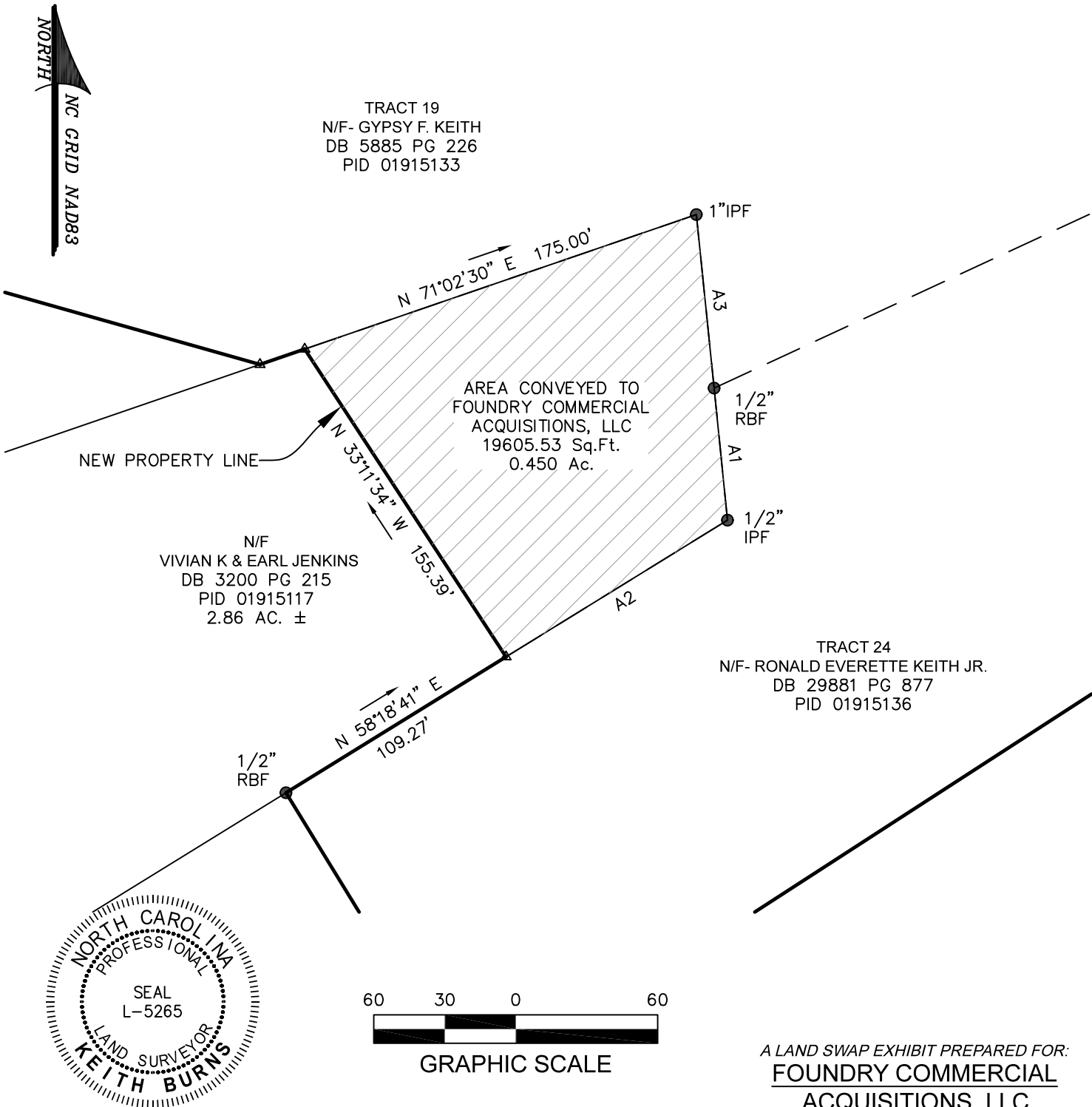
REFERENCES

- DB 5885 PG 226
- DB 3200 PG 215
- DB 29881 PG 877



VICINITY MAP NOT TO SCALE

LINE TABLE		
LABEL	BEARING	DISTANCE
A1	S 05°46'15" E	56.07'
A2	S 58°18'41" W	110.00'
A3	S 05°51'41" E	73.71'



ATLAS
SURVEYING, INC.

ATLAS SURVEYING CLT, P.C. No. C-4370
13331 YORK CENTER DRIVE, SUITE E
CHARLOTTE, NC 28273
PHONE: (980) 949-8475
WEBSITE: WWW.ATLASSURVEYING.COM

THIS MAP MAY NOT BE A CERTIFIED SURVEY
AND HAS NOT BEEN REVIEWED BY A LOCAL
GOVERNMENT AGENCY FOR COMPLIANCE WITH
ANY APPLICABLE LAND DEVELOPMENT
REGULATIONS AND HAS NOT BEEN REVIEWED
FOR COMPLIANCE WITH RECORDING
REQUIREMENTS FOR PLATS. (G.S.47-30(N))

FOR REVIEW ONLY

KEITH BURNS P.L.S. No. L-5265

A LAND SWAP EXHIBIT PREPARED FOR:
**FOUNDRY COMMERCIAL
ACQUISITIONS, LLC**

PID: 01915117

MALLARD CREEK TOWNSHIP
MECKLENBURG COUNTY, NORTH CAROLINA

FIELD WORK: JHR
FIELD CHECK: RKB
DRAWN BY: RM
DATE: 01-18-2023
SCALE: 1"=150'
PROJECT No.: CLT-22131
FILE: CLT-22131 LAND SWAP.DWG

LEGEND

- 

CALCULATED POINT
- 

IPF IRON PIPE FOUND
- 

RBF IRON REBAR FOUND
- 

PROPERTY LINE
- 

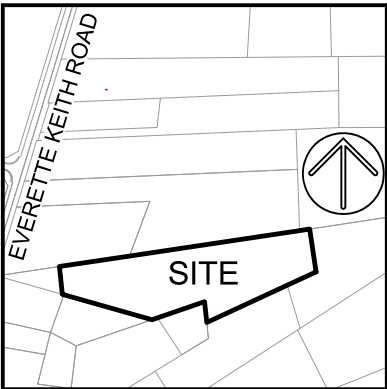
ADJOINING PROPERTY LINE

NOTES

1. COORDINATES ARE BASED ON NC GRID NAD83(2011).
2. PROPERTY IS SUBJECT TO ALL RECORDED OR UNRECORDED EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY.

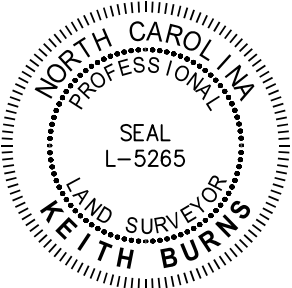
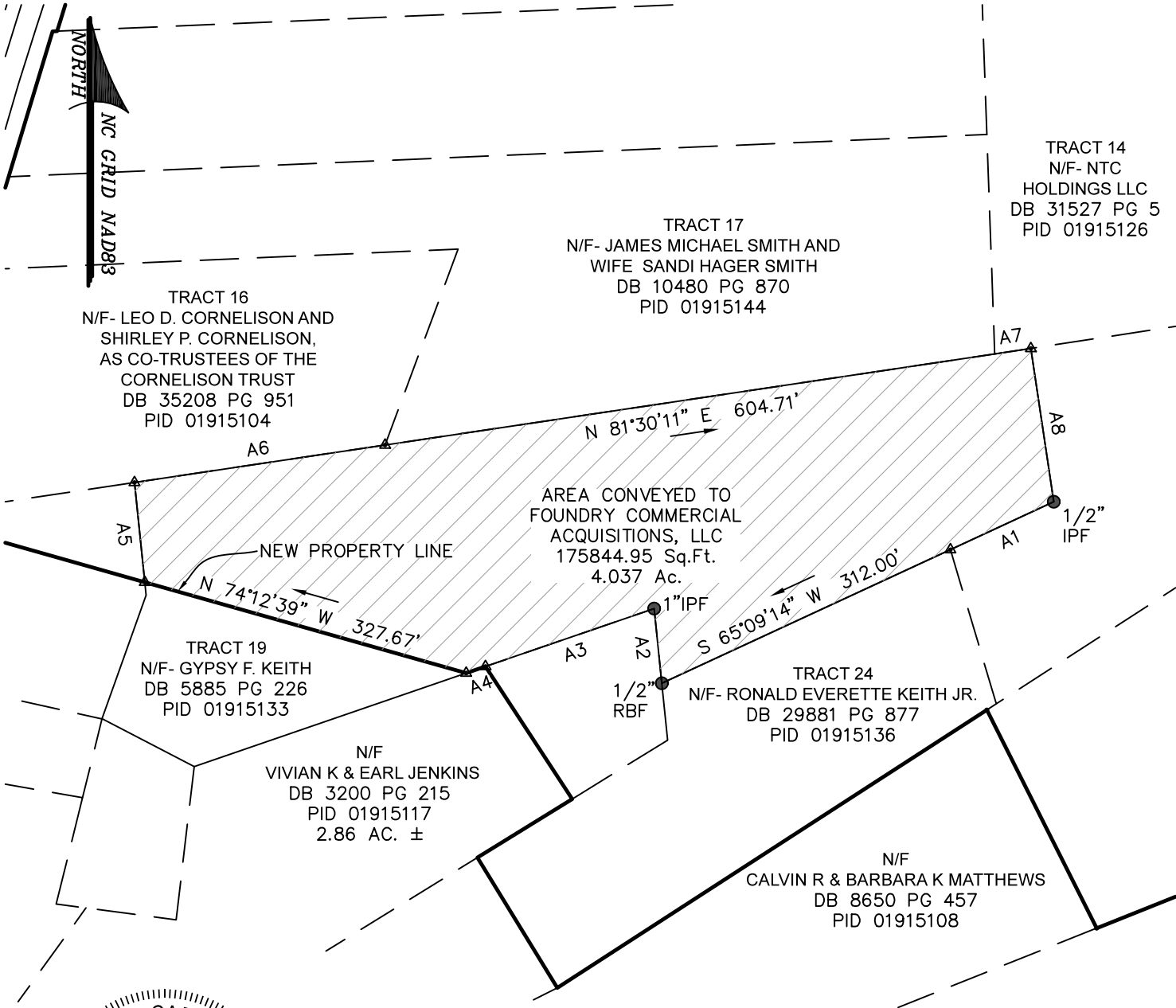
REFERENCES

1. DB 5885 PG 226
2. DB 35208 PG 951
3. DB 10480 PG 870
4. DB 29881 PG 877
5. DB 31527 PG 5



VICINITY MAP NOT TO SCALE

LINE TABLE		
LABEL	BEARING	DISTANCE
A1	S 65°08'11" W	111.78'
A2	N 05°51'41" W	73.71'
A3	S 71°02'30" W	175.00'
A4	S 71°02'30" W	20.00'
A5	N 05°55'32" W	98.41'
A6	N 81°30'11" E	248.65'
A7	N 81°19'54" E	35.91'
A8	S 08°29'45" E	152.08'



150 75 0 150



GRAPHIC SCALE

A LAND SWAP EXHIBIT PREPARED FOR:
**FOUNDRY COMMERCIAL
ACQUISITIONS, LLC**

PID: 01915133

MALLARD CREEK TOWNSHIP
MECKLENBURG COUNTY, NORTH CAROLINA

FIELD WORK: JHR

FIELD CHECK: RKB

DRAWN BY: RM

DATE: 01-18-2023

SCALE: 1"=150'

PROJECT No.: CLT-22131

FILE: CLT-22131 LAND SWAP.DWG

**ATLAS
SURVEYING, INC.**

ATLAS SURVEYING CLT, P.C. No. C-4370
13331 YORK CENTER DRIVE, SUITE E
CHARLOTTE, NC 28273
PHONE: (980) 949-8475
WEBSITE: WWW.ATLASSURVEYING.COM

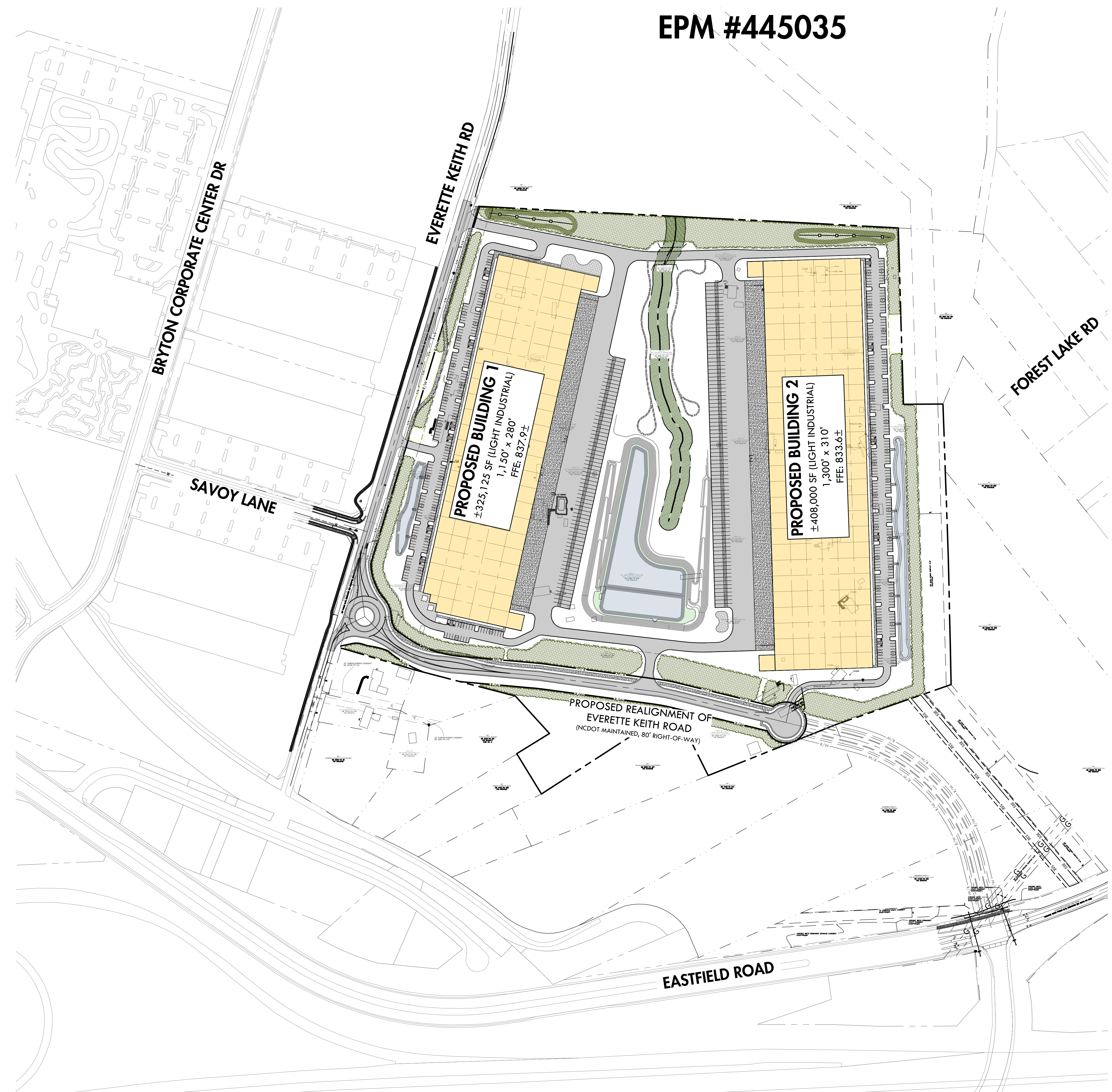
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS. (G.S.47-30(N))

FOR REVIEW ONLY

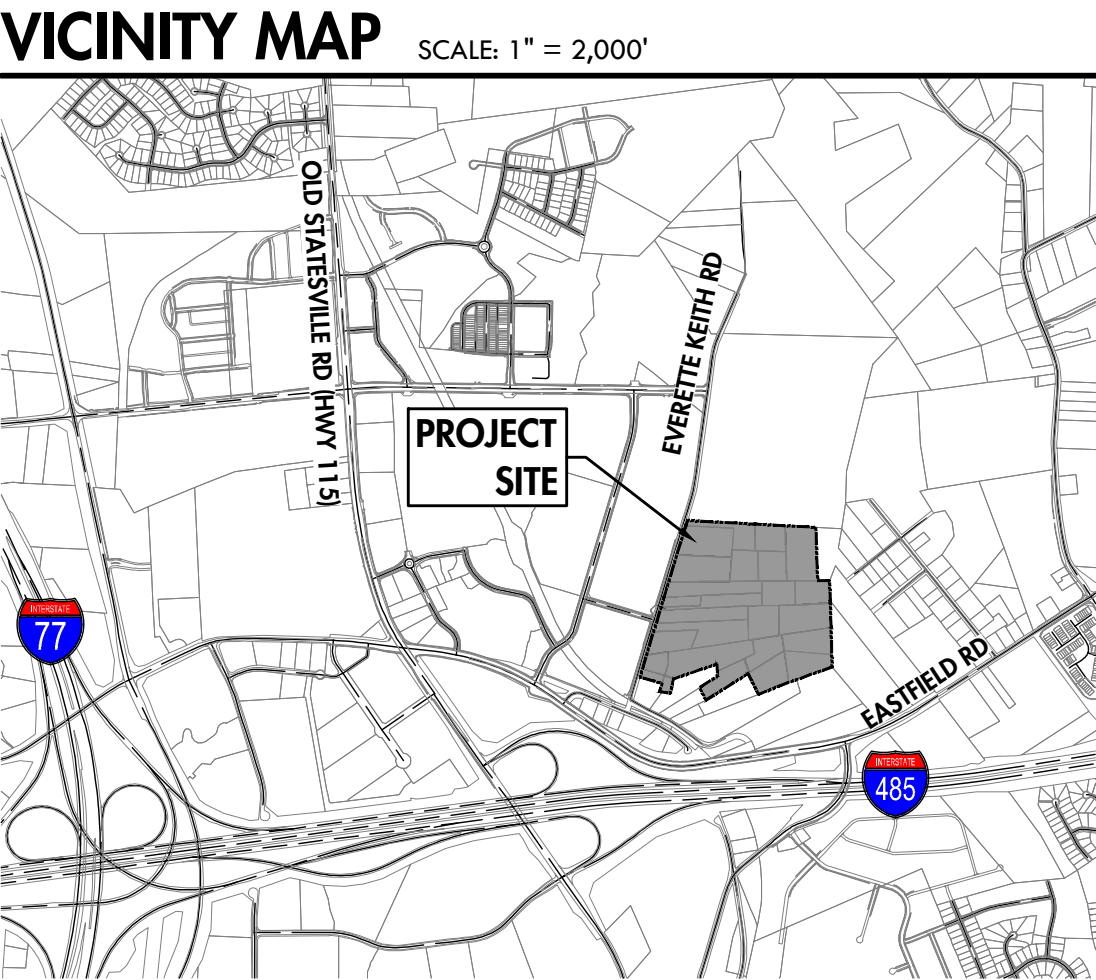
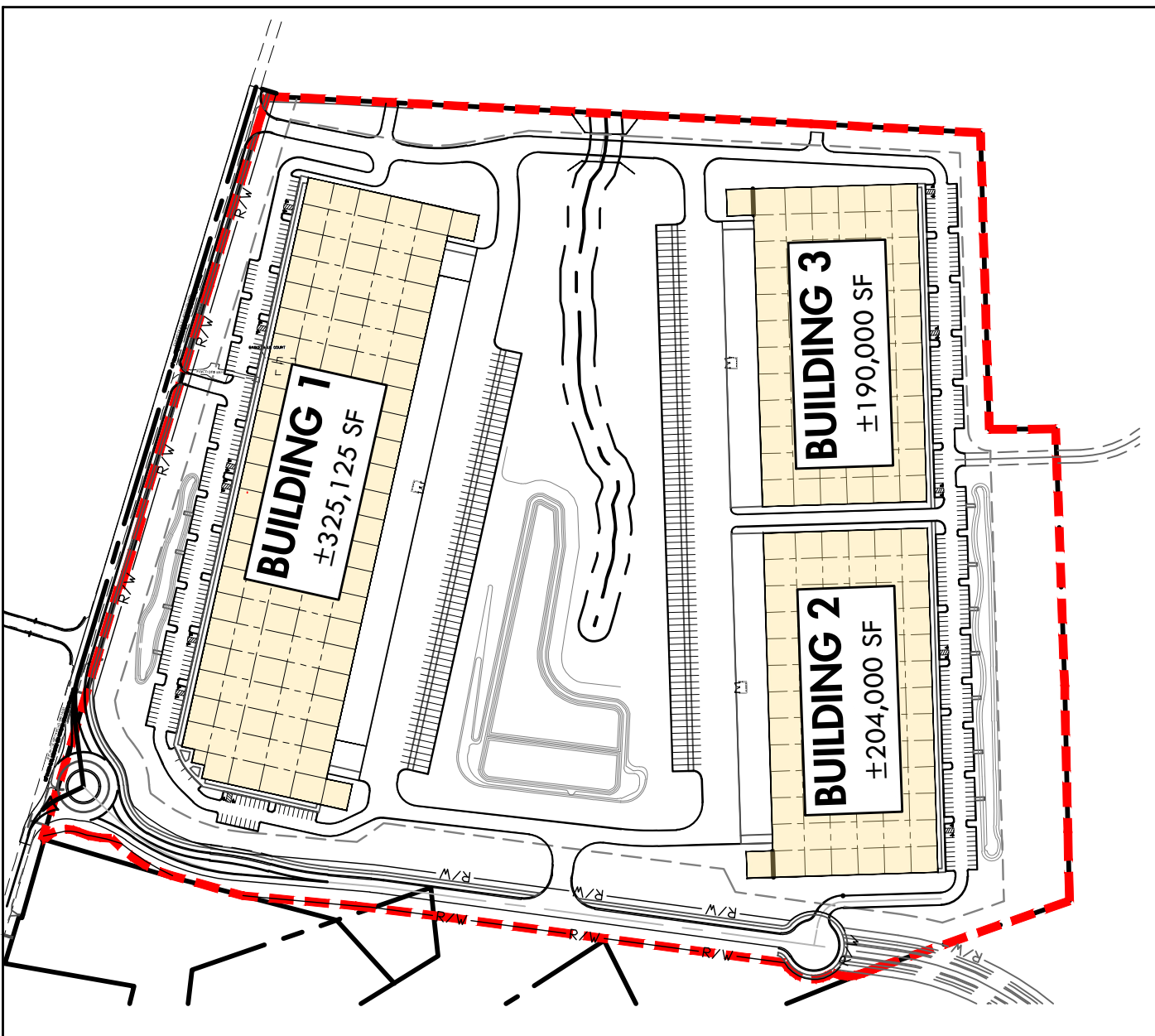
KEITH BURNS P.L.S. No. L-5265

EASTFIELD INDUSTRIAL
CONDITIONAL DISTRICT REZONING / SKETCH PLAN

11226 EVERETTE KEITH ROAD
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA
FOUNDRY COMMERCIAL
EPM #445035



THREE-BUILDING OPTION SCALE: 1" = 300'



PROJECT SUMMARY

PROJECT NAME:	EASTFIELD INDUSTRIAL (FINAL NAME OF PARK TO BE DETERMINED)
DEVELOPER:	FOUNDRY COMMERCIAL 2151 HAWKINS STREET, SUITE 1000 CHARLOTTE, NC 28203
PLANS PREPARED BY:	OAK ENGINEERING, PLLC 019-151-02, 03, 04, 07, 21, 22, 23, 24, 25, 26, 27, 31, 32, 34, 36, 37, 38, 42, 43, 44, 45, 46, P/O 019-151-05, P/O 019-151-33, AND P/O 019-151-17
TAX PARCEL NUMBERS:	TOWN OF HUNTERSVILLE ETJ TRANSITIONAL RESIDENTIAL (TR) CORPORATE BUSINESS - CONDITIONAL DISTRICT (CB-CD)
JURISDICTION:	N/A
EXISTING ZONING:	CLARKE WATERSHED
PROPOSED ZONING:	HIGH
WATER SUPPLY WATERSHED:	MAP NO. 3710455900K MAP DATE: 09/02/2015
RECEIVING WATERS:	FLOOD ZONE: OUT
RIVER BASIN:	+59.66 ACRES
DENSITY:	LIGHT MANUFACTURING / WAREHOUSING / OFFICE
FEMA INFORMATION:	750,000 SF (MAX) URBAN WORKPLACE (MULTI-BUILDING SITE)
PROJECT SIZE:	40' MIN (40' TO 150' BUILD-TO-RANGE)
PRINCIPAL USE:	40'
BUILDING SIZE:	80' (EAST)
BUILDING TYPE:	80' (WIDTH MAY BE REDUCED WITH ENHANCEMENTS AS SHOWN ON SITE PLAN)
BUILDING SETBACKS:	1
FRONT:	04/01/2024 - 06/30/2025
SIDE YARD:	±141,100 SF
REAR YARD (EAST):	0 SF
REAR YARD (NORTH):	±1,420,000 SF
NUMBER OF LOTS:	54.6%
CONSTRUCTION DATES:	70%
EXISTING BUA:	±1,420,000 SF
EXISTING BUA TO REMAIN:	±1,420,000 SF
PROPOSED NEW BUA:	1 SPACE / 4,000 SF OF WAREHOUSE PLUS 1 SPACE / 500 SF OF OFFICE
PROPOSED % BUA:	
% IMPERVIOUS ALLOWED:	
TOTAL POST-PROJECT BUA:	
PARKING REQUIRED:	
PARKING REQUIRED PROVIDED:	
BUILDING 1:	139 REQUIRED (10% OFFICE) ±224 SPACES PROVIDED
BUILDING 2:	174 REQUIRED (10% OFFICE) ±238 SPACES PROVIDED (EXCESS PARKING IS AVAILABLE FOR AMENITY AREAS)

DRAWING INDEX

SHEET	SHEET TITLE	ORIGINAL DATE	LATEST ISSUE	LATEST REV.
RZ1.0	COVER SHEET	12/30/22	06/01/23	1
RZ2.0	EXISTING FEATURES PLAN	12/30/22	06/01/23	1
RZ2.1	EXISTING TREE SURVEY	06/01/23	06/01/23	1
RZ3.0	REZONING / SKETCH PLAN	12/30/22	06/01/23	1
RZ3.1	EVERETTE KEITH - ROADWAY TYPICAL SECTIONS	06/01/23	06/01/23	1
RZ4.0	REZONING / SKETCH PLAN DEVELOPMENT STANDARDS	12/30/22	06/01/23	1
SP1.0	UTILITY CONCEPT PLAN	12/30/22	06/01/23	1
SP2.0	GRADING & DRAINAGE CONCEPT PLAN	12/30/22	06/01/23	1
SP3.0	LANDSCAPING CONCEPT PLAN	12/30/22	06/01/23	1

PROJECT CONTACTS

PROPERTY OWNER FOUNDRY COMMERCIAL 121 W TRADE ST., STE 2500 CHARLOTTE, NC 28202 704-523-0272	DEVELOPER FOUNDRY COMMERCIAL 121 W TRADE ST., STE 2500 CHARLOTTE, NC 28202 704-523-0272	ENGINEER GREG WELSH, PE OAK ENGINEERING, PLLC 4929 MONROE ROAD CHARLOTTE, NC 28205 704-985-4046 greg@oak-engineering.com
CONTRACTOR TBD	SURVEYOR KEITH BURNS, PLS ATLAS SURVEYING, INC 13331 YORK CENTER DR SUITE E CHARLOTTE, NC 28273 980.949.8475	ARCHITECT NICKY NANJIA, AIA MERRIMAN SCHMITT ARCHITECTS 605 LEXINGTON AVE, STE 300 CHARLOTTE, NC 28203 704.870.3101

MUNICIPALITY CONTACTS

PLANNING/ZONING DAVID PEELE TOWN OF HUNTERSVILLE 105 GLEAD RD, 3RD FLOOR HUNTERSVILLE, NC 28078 704-875-7000 dpeele@huntersville.org	ENGINEERING (TOWN) MIKE MACINTYRE TOWN OF HUNTERSVILLE 101 HUNTERSVILLE-CONCORD RD HUNTERSVILLE, NC 28070 704-766-2220 mmacintyre@huntersville.org	EROSION CONTROL INSPECTOR ANNIE LOFTIN TOWN OF HUNTERSVILLE 101 HUNTERSVILLE-CONCORD RD HUNTERSVILLE, NC 28070 704-379-1090 aloftin@huntersville.org
NC DOT MALIK HASSAN DIVISION 10, DISTRICT 2 7605 DISTRICT DRIVE CHARLOTTE, NC 28213 980-523-0000 hamalik@ncdot.gov	LAND DEVELOPMENT INSPECTOR CECIL TALBOT TOWN OF HUNTERSVILLE 101 HUNTERSVILLE-CONCORD RD HUNTERSVILLE, NC 28070 704-579-1163 ctalbot@huntersville.org	ZONING INSPECTOR AUDARIUS BLACKWOOD TOWN OF HUNTERSVILLE 101 HUNTERSVILLE-CONCORD RD HUNTERSVILLE, NC 28070 704-301-9969 ablockwood@huntersville.org

COMMITTED ROADWAY IMPROVEMENTS:

EASTFIELD ROAD AT BRYTON CORPORATE CENTER DRIVE:

- CONSTRUCT A SECOND SOUTHBOUND LEFT-TURN LANE ON BRYTON CORPORATE CENTER DRIVE WITH 300 FEET OF STORAGE. THE SOUTHBOUND, BRYTON CORPORATE CENTER DRIVE APPROACH WOULD THEN HAVE A DEDICATED RIGHT-TURN LANE AND DUAL LEFT-TURN LANES WITH 300 FEET OF STORAGE.
- CONSTRUCT AN EASTBOUND LEFT-TURN LANE EXTENSION ON EASTFIELD ROAD WHERE STORAGE WOULD BE EXTENDED TO 575 FEET.

EVERETTE KEITH ROAD AT SITE ACCESS 1, 2, 3, AND 4

- SITE ACCESSES 1, 2, 3, AND 4 TO EACH HAVE AN INTERNAL PROTECTED STEM OF 100 FEET.

TRANSPORTATION IMPACT ANALYSIS (Z.O. ARTICLE 14):

KIMLEY HORN ASSOCIATES ENGINEERING FIRM	THOMAS SHIRLEY, EIT CONTACT	(980) 296-0814 PHONE	THOMAS.SHIRLEY@KIMLEY-HORN.COM EMAIL
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- ☒ TIA SUBMITTED. DATE: JUNE 1, 2023
- ☒ MITIGATION REQUIREMENTS ACCEPTED BY TOWN OF HUNTERSVILLE ENGINEERING DEPARTMENT ON 6/29/2023
- ☒ MITIGATION SHOWN ON SITE PLANS
- ☐ APPLICANT SIGNED MITIGATION AGREEMENT
- ☐ MITIGATION NOTE PROVIDED.

EASTFIELD INDUSTRIAL

EVERETTE KEITH ROAD
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA
FOUNDRY COMMERCIAL

COVER SHEET

EPM #445035

REVISIONS:
1. 06/01/23 - PER STAFF COMMENTS
2. 08/06/23 - PER STAFF COMMENTS

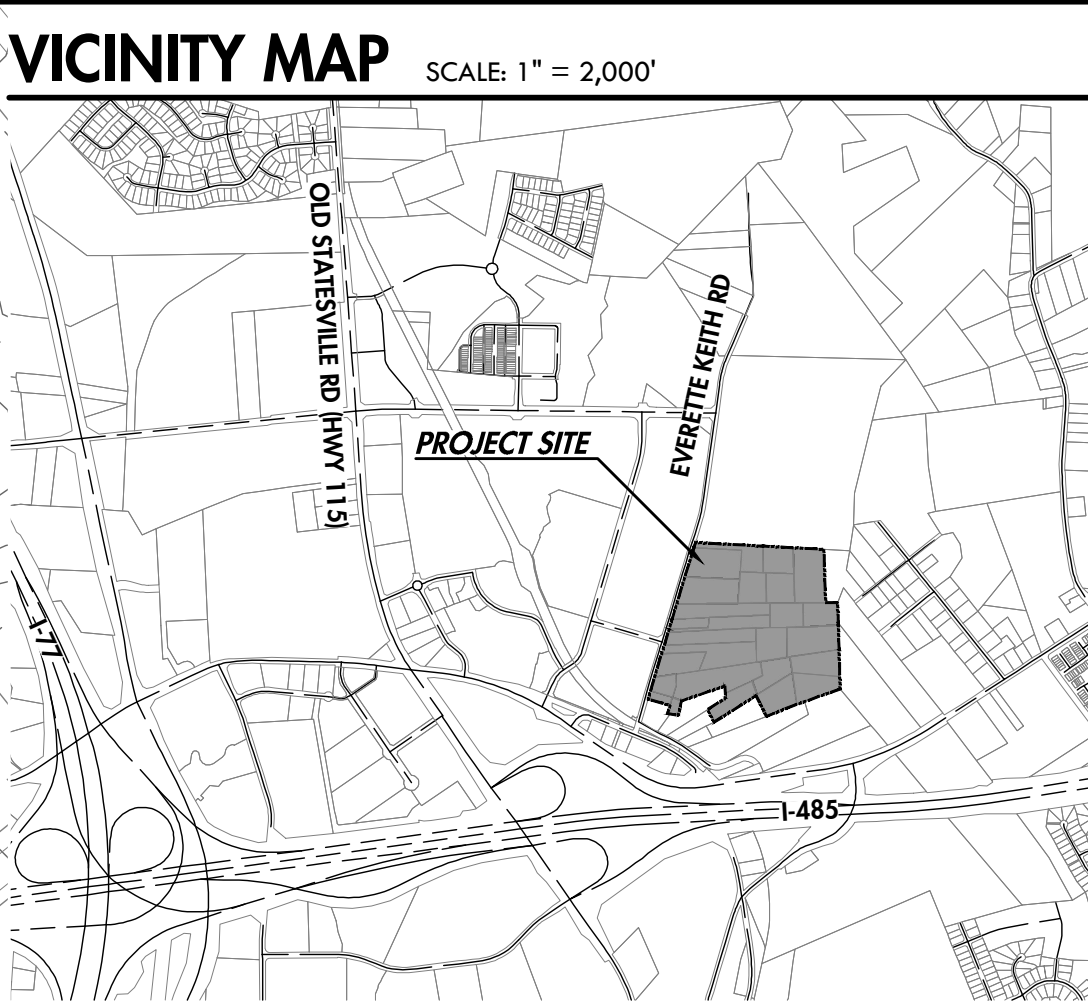
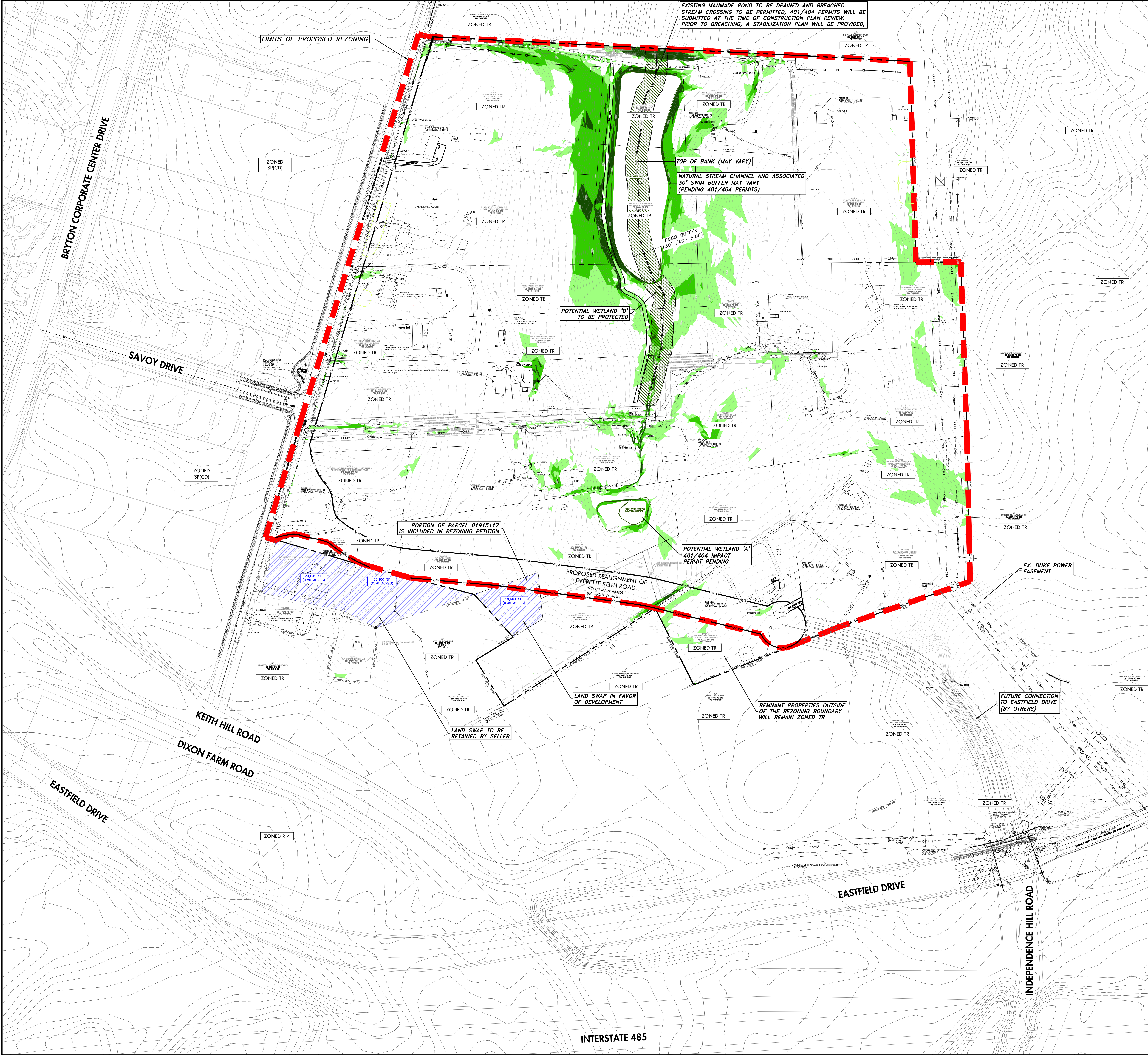
ENGINEER: GTW
DRAWN BY: ERT
CHECKED BY: LJB
PROJECT #: 022.021

SHEET
RZ1.0
SHEET 1 OF 9

OAK ENGINEERING
4929 MONROE ROAD - CHARLOTTE, NC 28205
NORTH CAROLINA LICENSE #71742
oak-engineering.com

PE SEAL:
NORTH CAROLINA
PROFESSIONAL
SEAL
33996
ENGINEER
GREGORY T. WELSH
08/08/2023

150 0 150
SCALE: 1" = 150'



PROJECT SUMMARY

PROJECT NAME: EASTFIELD INDUSTRIAL (FINAL NAME OF PARK TO BE DETERMINED)
DEVELOPER: FOUNDRY COMMERCIAL, 2151 HAWKINS STREET, SUITE 1000, CHARLOTTE, NC 28203
PLANS PREPARED BY: OAK ENGINEERING, PLLC
TAX PARCEL NUMBERS: 019-151-02, 03, 04, 07, 21, 22, 23, 24, 25, 26, 27, 31, 32, 34, 36, 37, 38, 42, 43, 44, 45, 46, P/O 019-151-05, P/O 019-151-33, AND P/O 019-151-17

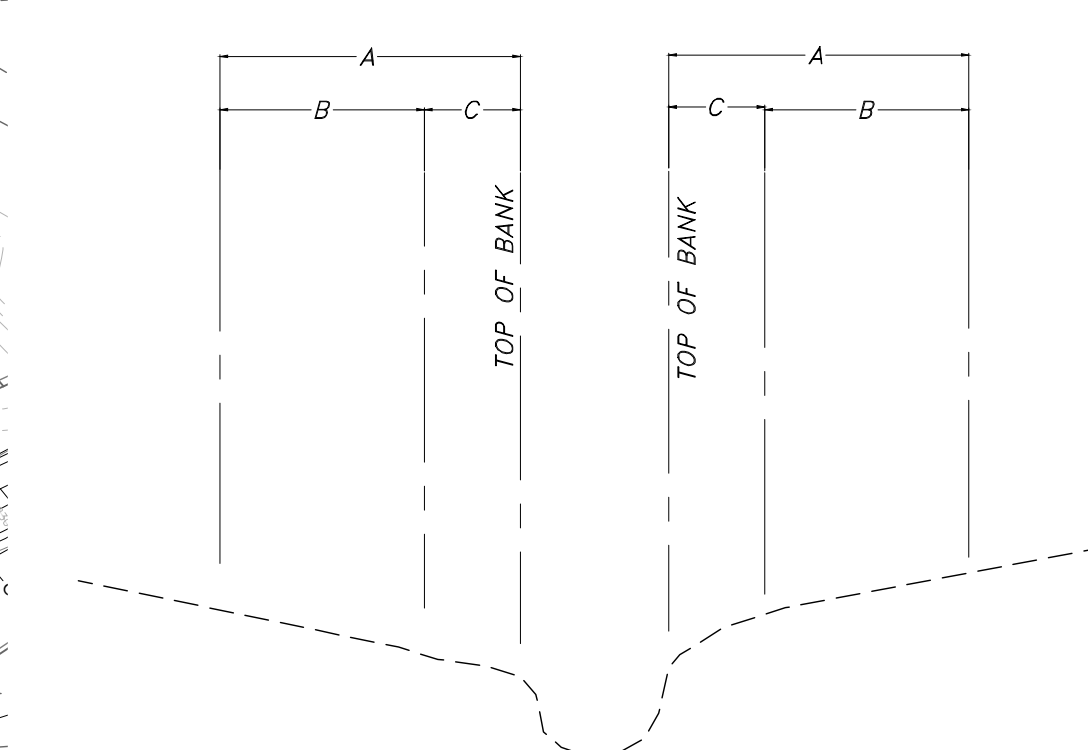
JURISDICTION: TOWN OF HUNTERSVILLE, IN
EXISTING ZONING: TRANSITIONAL RESIDENTIAL (TR)
PROPOSED ZONING: CORPORATE BUSINESS - CONDITIONAL DISTRICT (CB-CD)
WATER SUPPLY WATERSHED: N/A
RECEIVING WATERS: TRIBUTARY TO CANE CREEK
RIVER BASIN: CLARKE WATERSHED
DENSITY: HIGH
FEMA INFORMATION: MAP NO. 3710455900K, MAP DATE: 09/02/2015, FLOOD ZONE: OUT

PROJECT SIZE: ±59.66 ACRES
PRINCIPAL USE: LIGHT MANUFACTURING / WAREHOUSING / OFFICE
BUILDING SIZE: 750,000 SF (MAX)
BUILDING TYPE: URBAN WORKPLACE (MULTI-BUILDING SITE)
BUILDING SETBACKS: FRONT: 40' MIN (40' TO 150' BUILD-TO-RANGE), SIDE YARD: 40', REAR YARD (EAST): 40' (EAST), REAR YARD (NORTH): 80' (WIDTH MAY BE REDUCED WITH ENHANCEMENTS AS SHOWN ON SITE PLAN)
NUMBER OF LOTS: 1
CONSTRUCTION DATES: 04/01/2024 - 06/30/2025
EXISTING BUA: ±141,100 SF
PROPOSED NEW BUA: ±1,420,000 SF
PROPOSED % BUA: 54.6%
% IMPERVIOUS ALLOWED: 70%
TOTAL POST-PROJECT BUA: ±1,420,000 SF
PARKING REQUIRED: 1 SPACE / 4,000 SF OF WAREHOUSE PLUS 1 SPACE / 500 SF OF OFFICE

PARKING REQUIRED | PROVIDED:
BUILDING 1: 139 REQUIRED (10% OFFICE) | ±224 SPACES PROVIDED
BUILDING 2: 174 REQUIRED (10% OFFICE) | ±238 SPACES PROVIDED
(EXCESS PARKING IS AVAILABLE FOR AMENITY AREAS)

SLOPE TABLE			
Number	Minimum Slope	Maximum Slope	Color
1	0.00%	10.00%	
2	10.00%	15.00%	
3	15.00%	25.00%	
4	25.00%	100.00%	

CONSTRAINING FEATURES	
FEATURE	AREA
WETLANDS	0.27 ACRES
STREAM BUFFERS	1.37 ACRES



STREAM BUFFER SECTION
NTS

A 30' UPLAND ZONE STREAM BUFFER
B 20' VEGETATED BUFFER. DISTURBANCE WITHIN THIS AREA MUST BE REVEGETATED.
C 10' BANK STABILIZATION BUFFER. ANY DISTURBANCE WITHIN THIS AREA SHALL REQUIRE STREAM BANK STABILIZATION USING BIOENGINEERING TECHNIQUES AS SPECIFIED IN THE DESIGN MANUAL

PE SEAL: NORTH CAROLINA PROFESSIONAL SEAL 33996 EXPIRATION DATE 08/08/2023

ENGINEER: GTW
DRAWN BY: ERT
CHECKED BY: LJB
PROJECT #: 022.021

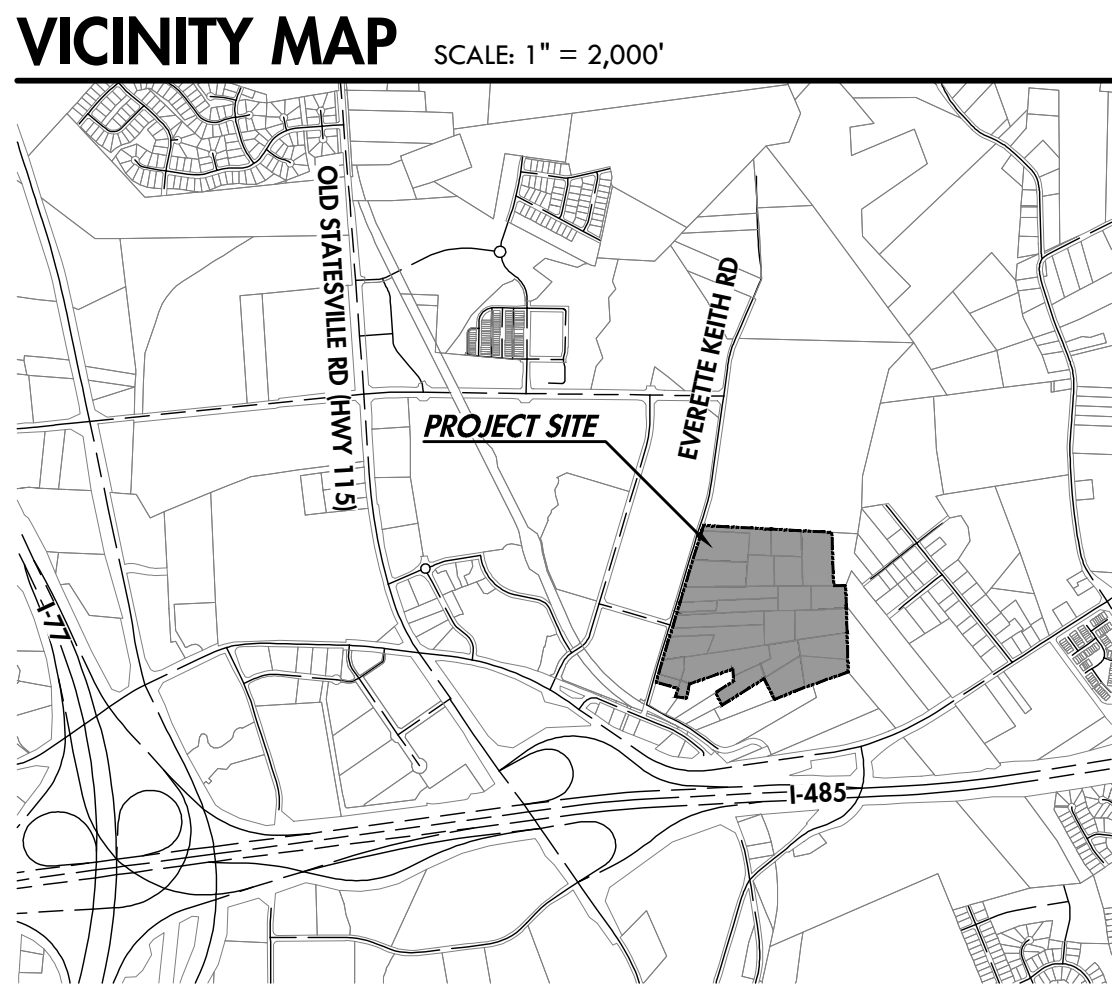
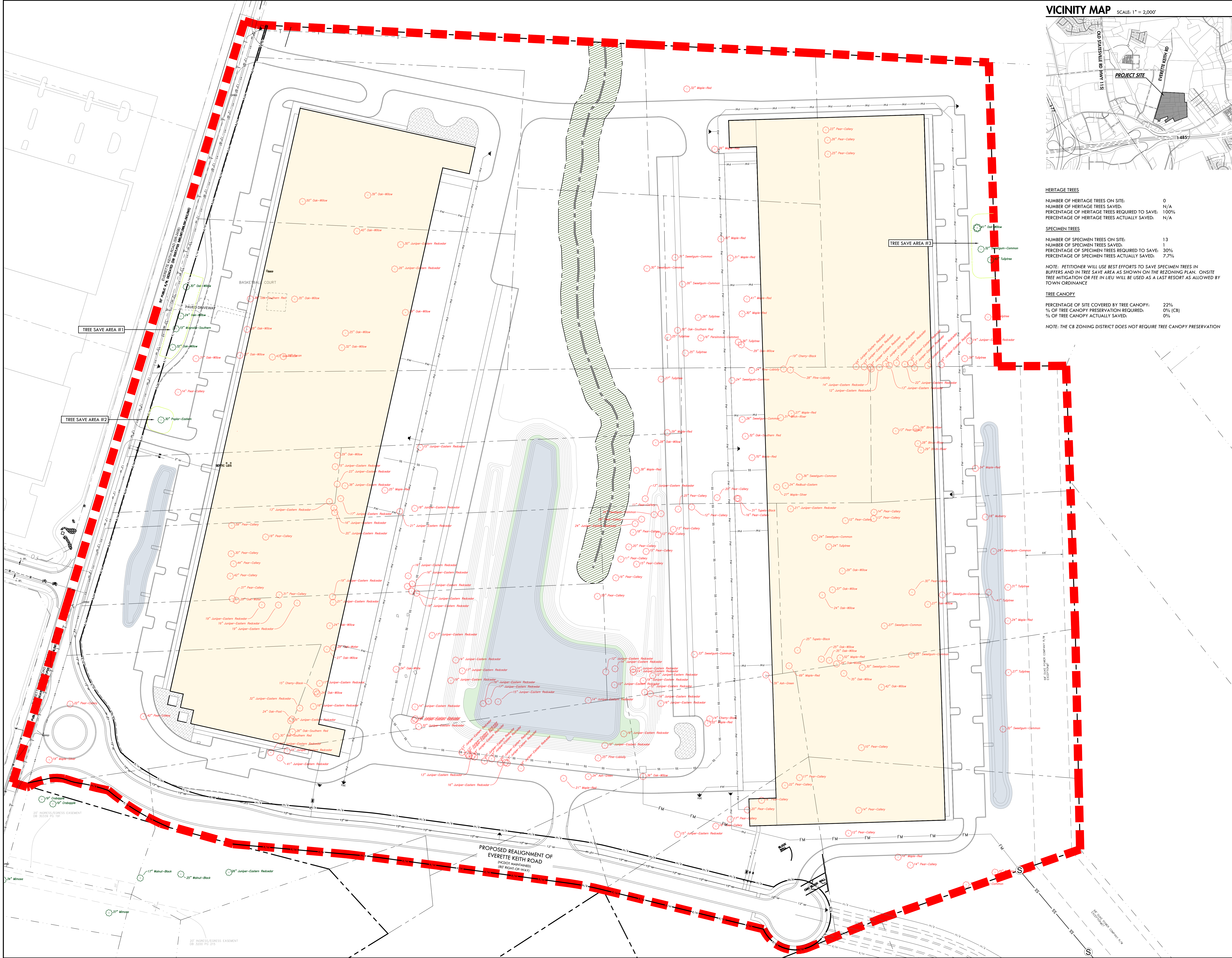
REVISIONS:
1. 06/01/23 - PER STAFF COMMENTS
2. 08/08/23 - PER STAFF COMMENTS

EPW #445033

ENGINEER: GTW
DRAWN BY: ERT
CHECKED BY: LJB
PROJECT #: 022.021

SHEET
R22.0
SHEET 2 OF 9

EASTFIELD INDUSTRIAL
EVERETTE KEITH ROAD
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA
FOUNDRY COMMERCIAL
EXISTING FEATURES PLAN



HERITAGE TREES

NUMBER OF HERITAGE TREES ON SITE:	0
NUMBER OF HERITAGE TREES SAVED:	N/A
PERCENTAGE OF HERITAGE TREES REQUIRED TO SAVE:	100%
PERCENTAGE OF HERITAGE TREES ACTUALLY SAVED:	N/A

SPECIMEN TREES

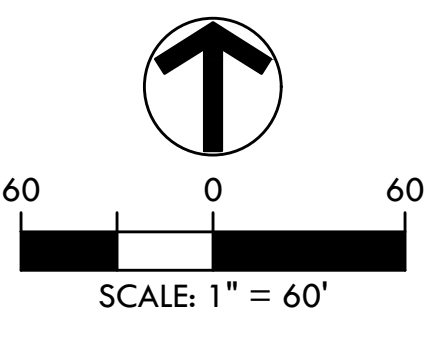
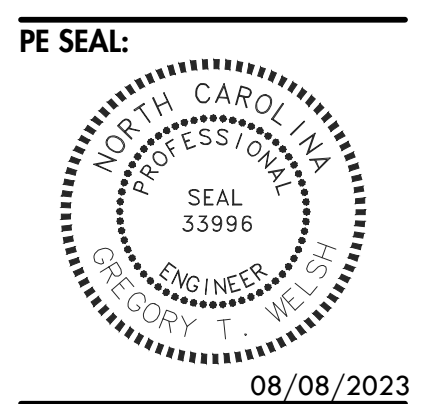
NUMBER OF SPECIMEN TREES ON SITE:	13
NUMBER OF SPECIMEN TREES SAVED:	1
PERCENTAGE OF SPECIMEN TREES REQUIRED TO SAVE:	30%
PERCENTAGE OF SPECIMEN TREES ACTUALLY SAVED:	7.7%

NOTE: PETITIONER WILL USE BEST EFFORTS TO SAVE SPECIMEN TREES IN BUFFERS AND IN TREE SAVE AREA AS SHOWN ON THE REZONING PLAN. ONSITE TREE MITIGATION OR FEE IN LIEU WILL BE USED AS A LAST RESORT AS ALLOWED BY TOWN ORDINANCE

TREE CANOPY

PERCENTAGE OF SITE COVERED BY TREE CANOPY:	22%
% OF TREE CANOPY PRESERVATION REQUIRED:	0% (CB)
% OF TREE CANOPY ACTUALLY SAVED:	0%

NOTE: THE CB ZONING DISTRICT DOES NOT REQUIRE TREE CANOPY PRESERVATION



EASTFIELD INDUSTRIAL
EVERETTE KEITH ROAD
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA
FOUNDRY COMMERCIAL
EXISTING TREE SURVEY

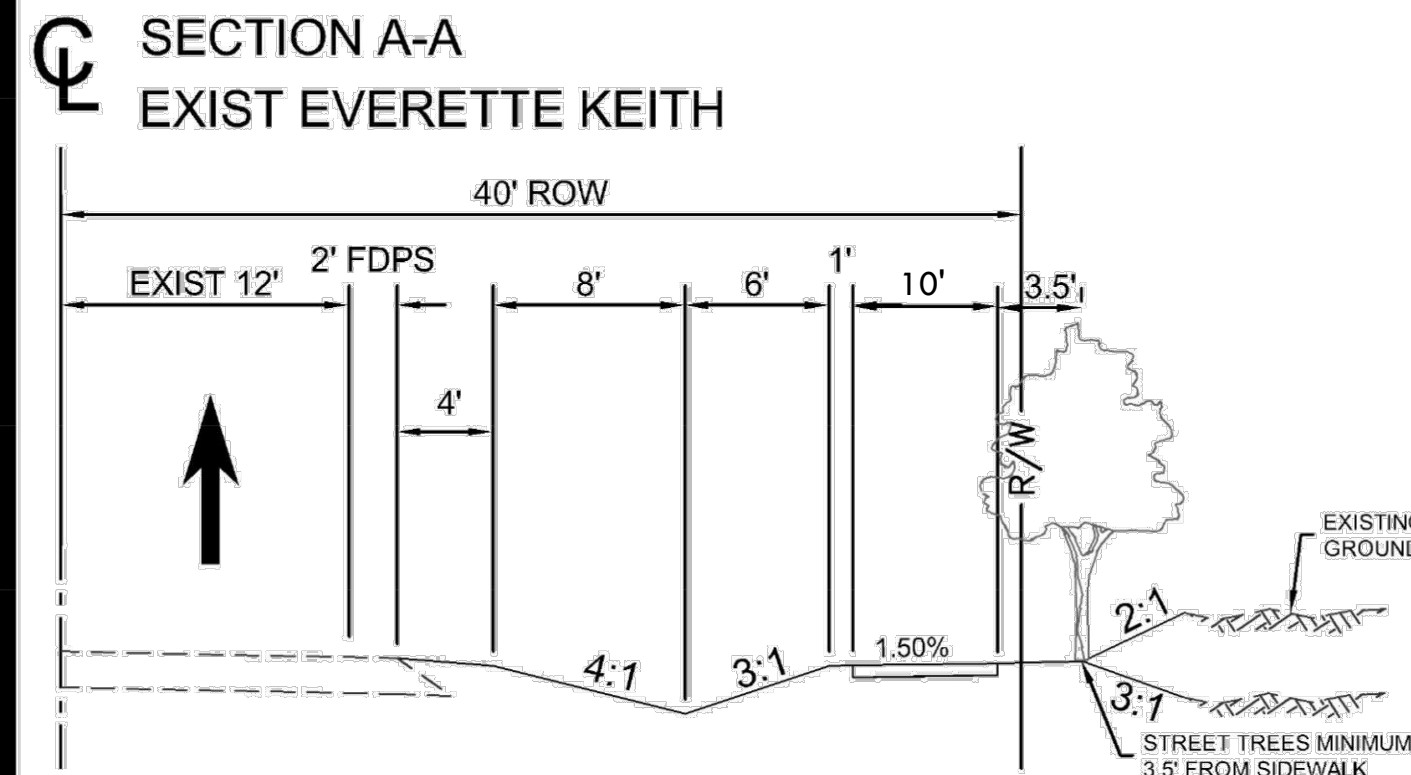
EPW #445035

- REVISIONS:**
- 06/01/23 - PER STAFF COMMENTS
 - 08/08/23 - PER STAFF COMMENTS

ENGINEER: GTW
DRAWN BY: ERT
CHECKED BY: LJB
PROJECT #: 022.021

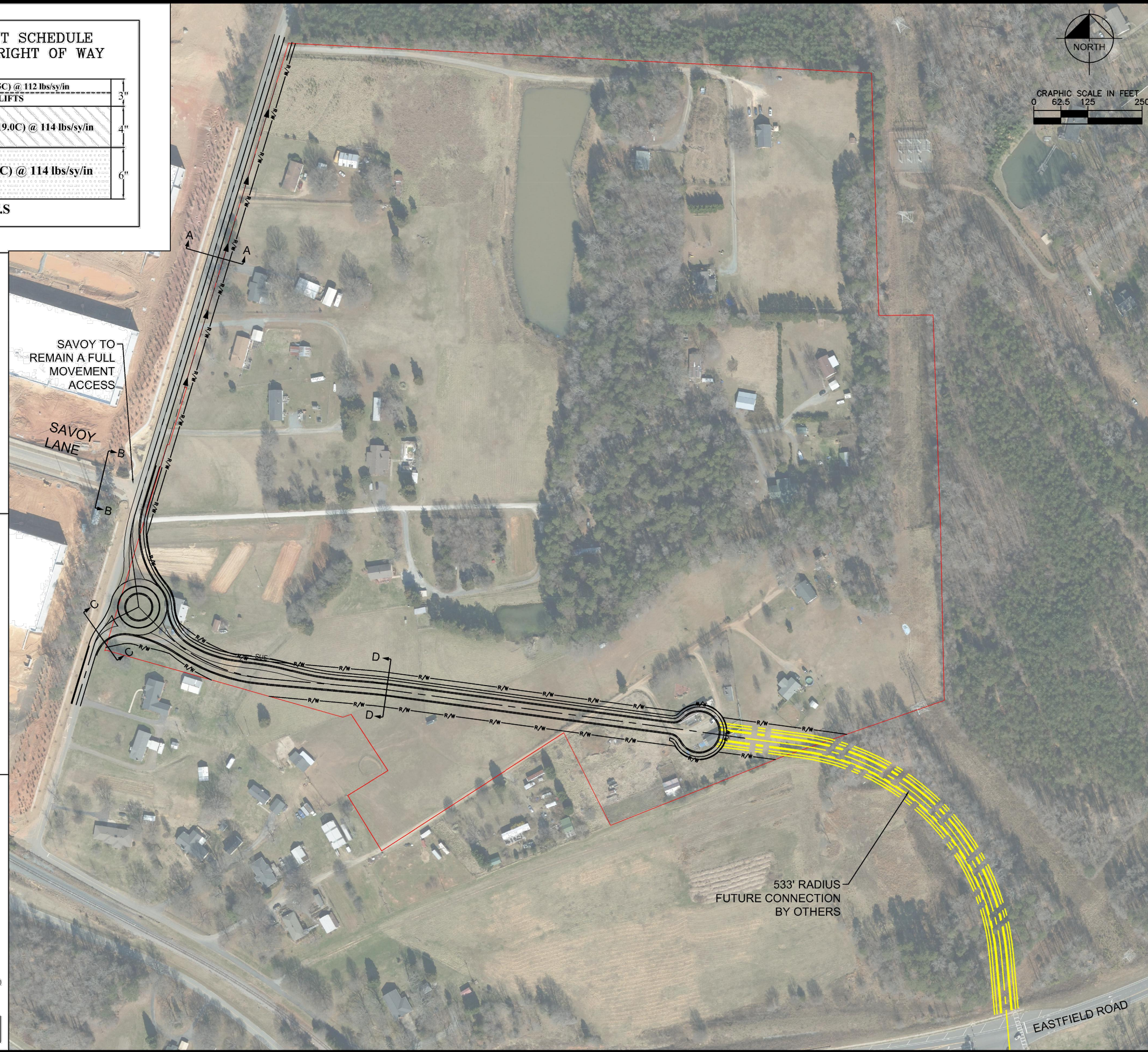
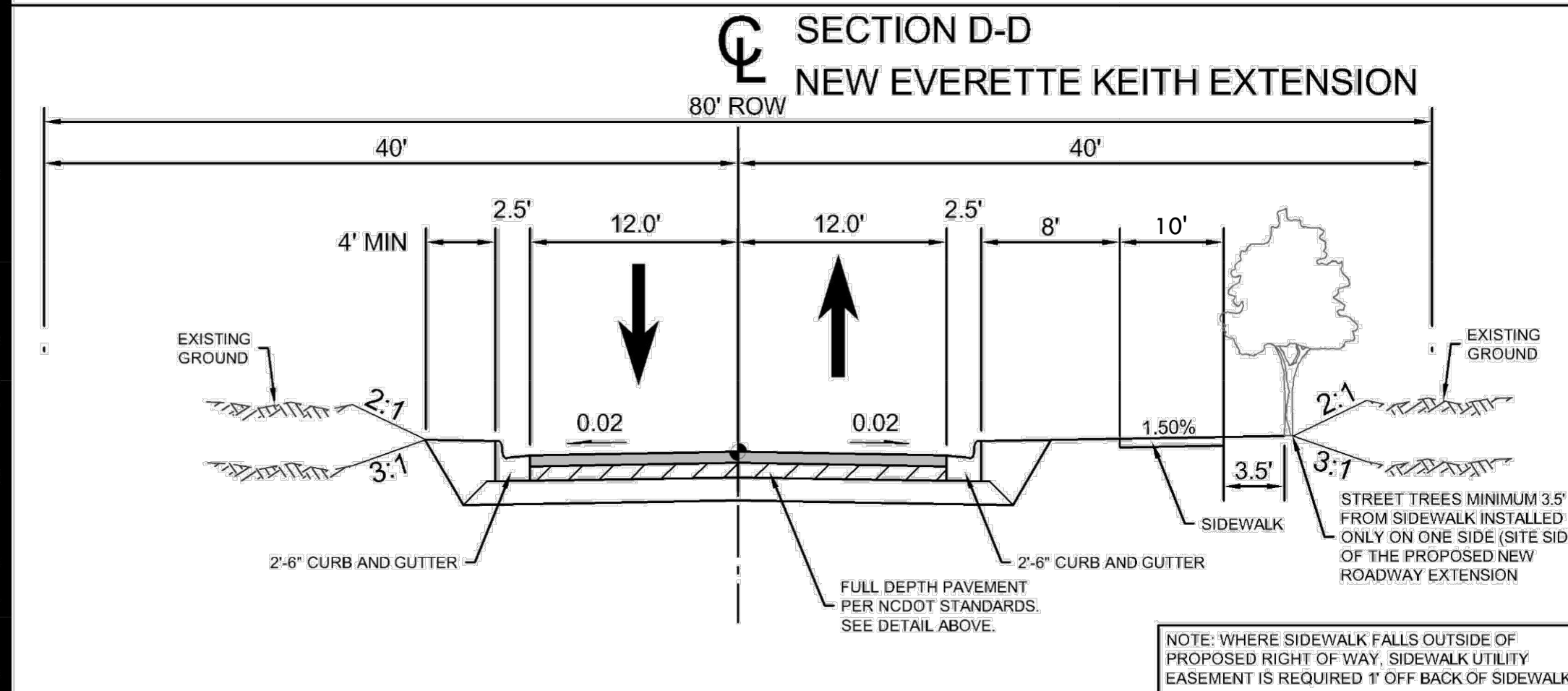
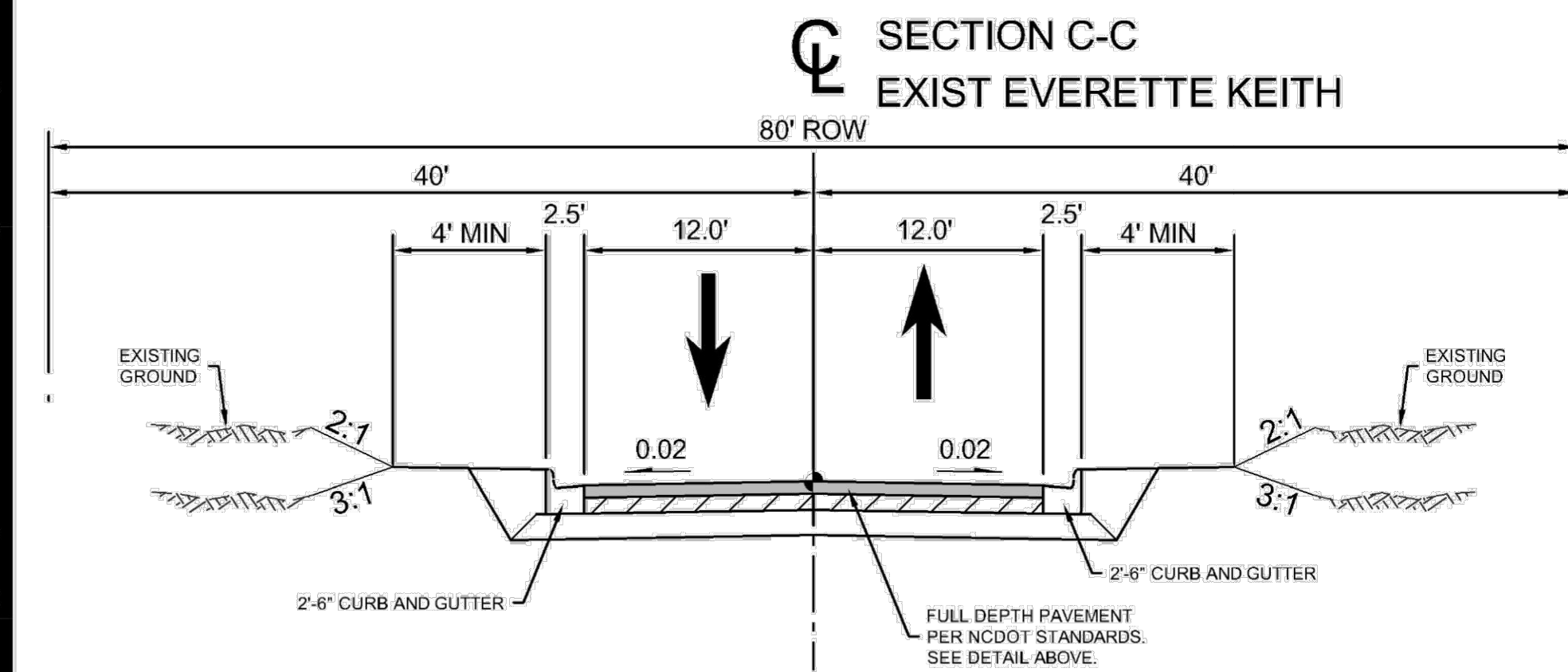
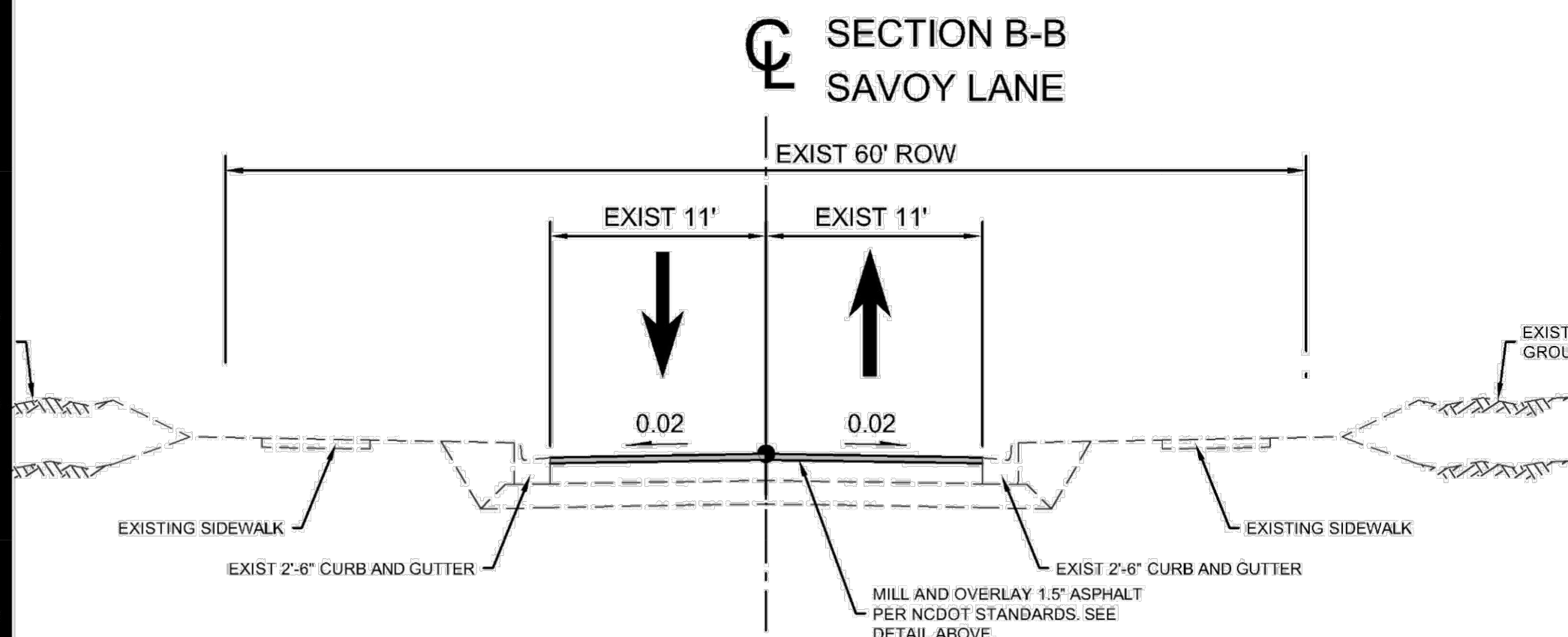
SHEET
R22.1
SHEET 3 OF 9

Drawing name: C:\Users\JoeyRacer\Desktop\Projects at Home\Everett Keith - Eastfield\CAD\Exhibit.dwg RAB May 30, 2023 12:54pm by: JoeyRacer



**TYP. PAVEMENT SCHEDULE
WITHIN NCDOT RIGHT OF WAY**

Surface Course (S9.5C) @ 112 lbs/sy/in 2-1.5" LIFTS	3"
Intermediate Course (I19.0C) @ 114 lbs/sy/in	4"
Base Course (B25.0C) @ 114 lbs/sy/in	6"
N.T.S	



EVERETTE KEITH - ROADWAY TYPICAL SECTIONS

DATE: 5-30-2023

SHEET 1 of 1

Kimley»Horn

NC LICENSE #F-0102
200 SOUTH TRYON STREET, SUITE 200
CHARLOTTE, NORTH CAROLINA 28202
PHONE 704-333-5131

COMMITTED ROADWAY IMPROVEMENTS:

EASTFIELD ROAD AT BRYTON CORPORATE CENTER DRIVE:

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EVERETTE KEITH ROAD AT SITE ACCESS 1, 2, 3, AND 4

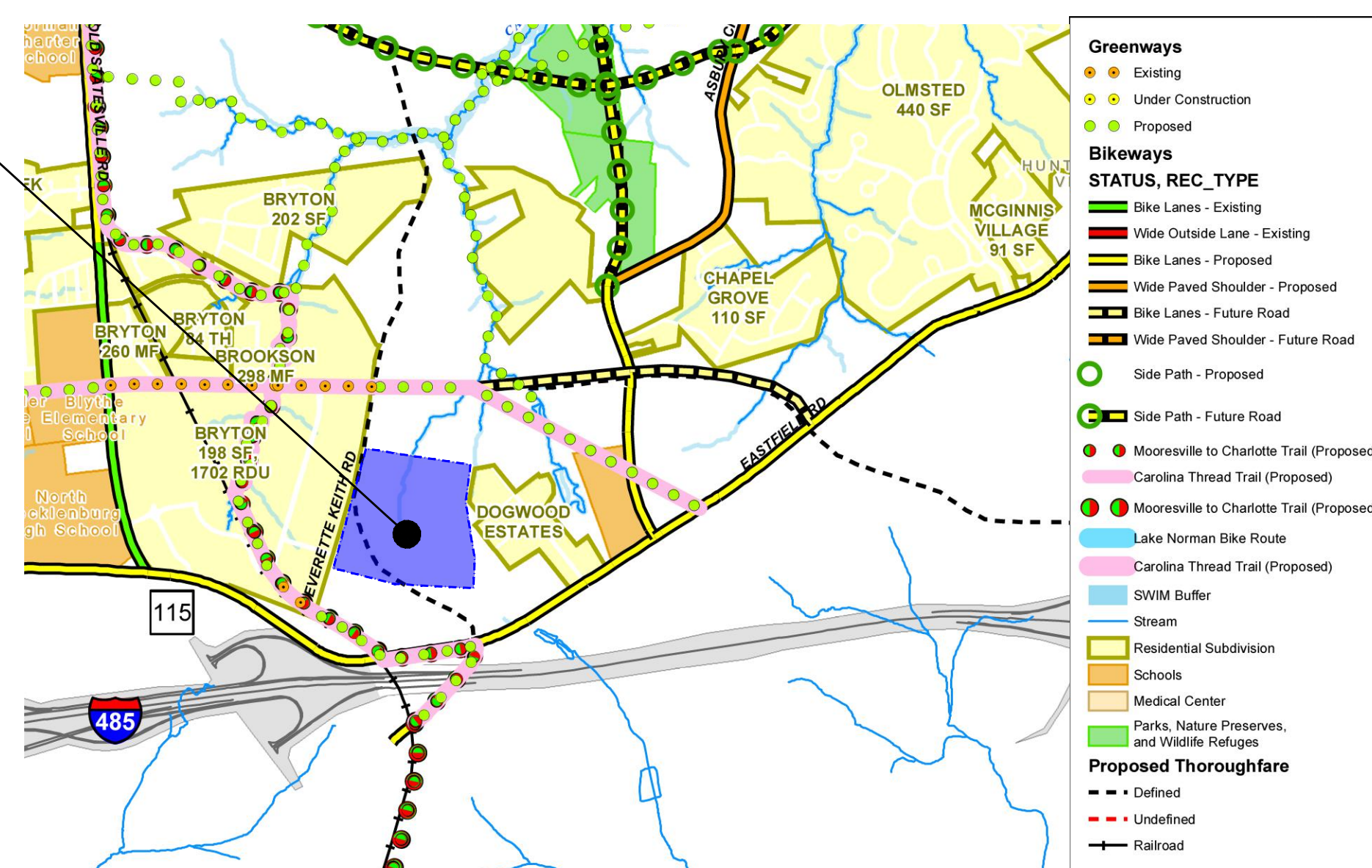
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TRANSPORTATION IMPACT ANALYSIS (Z.O. ARTICLE 14):

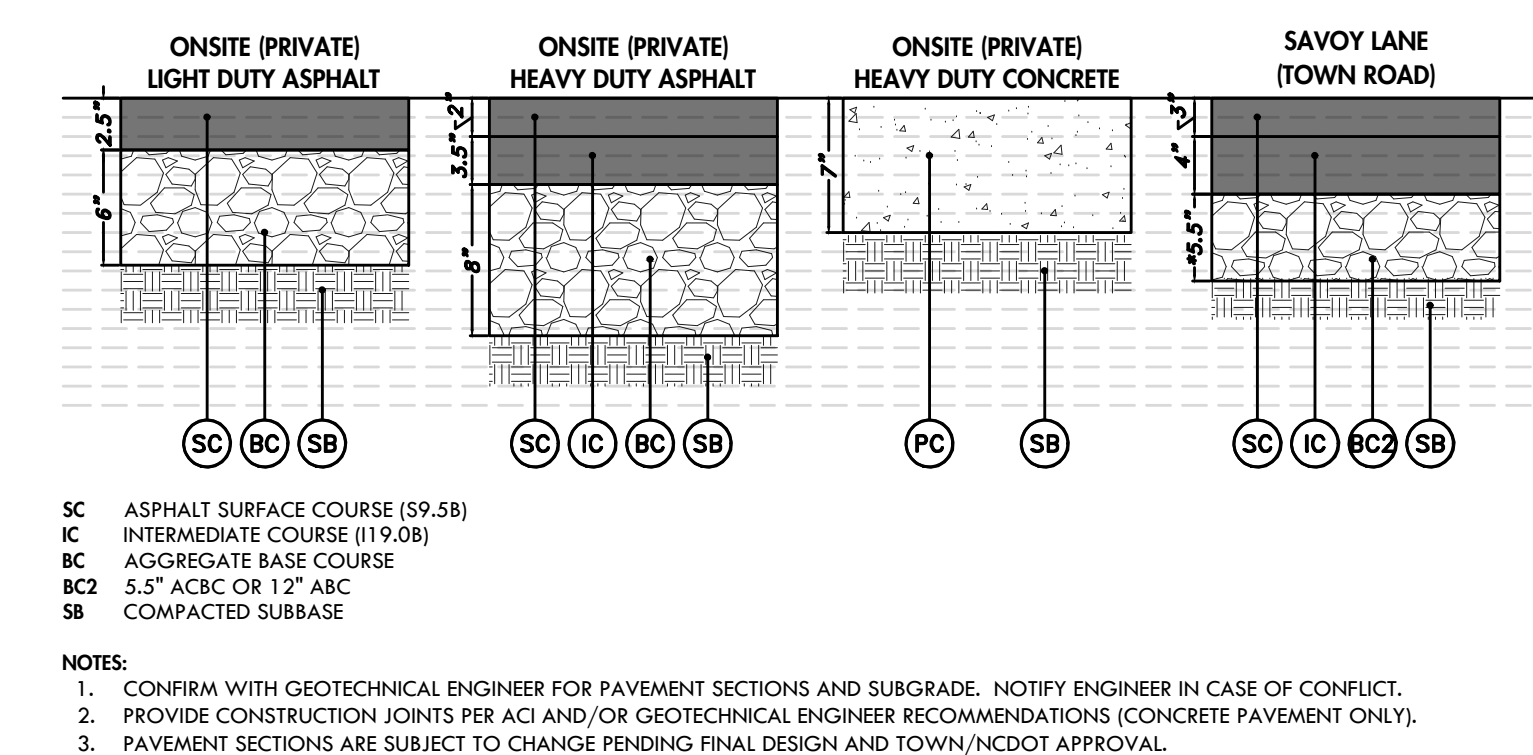
KIMLEY HORN ASSOCIATES THOMAS SHIRLEY, EIT (980) 296-0814 THOMAS.SHIRLEY@KIMLEY-HORN.COM
ENGINEERING FIRM CONTACT PHONE EMAIL

- ☒ TIA SUBMITTED. DATE: JUNE 1, 2023
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- ☒ MITIGATION SHOWN ON SITE PLANS
- ☐ APPLICANT SIGNED MITIGATION AGREEMENT
- ☐ MITIGATION NOTE PROVIDED.

PROJECT LOCATION.
THERE ARE NO PROPOSED GREENWAY, BIKEWAY, OR PEDESTRIAN PLANS WITHIN OR ADJACENT TO THE PROJECT BOUNDARY.



PAVEMENT SECTIONS



REVISIONS:
1. 06/01/23 - PER STAFF COMMENTS
2. 08/06/23 - PER STAFF COMMENTS

PROJECT #: 022.021

SHEET

RZ3.1

SHEET 5 OF 9

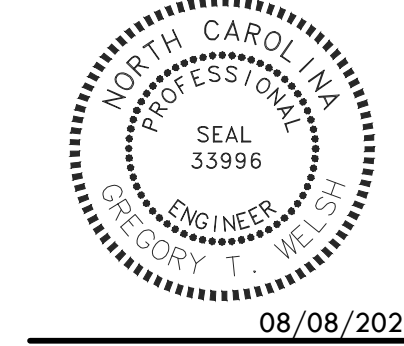
EPW #445035

EASTFIELD INDUSTRIAL

EVERETTE KEITH ROAD
HUNTERVILLE, MECKLENBURG COUNTY, NORTH CAROLINA
FOUNDRY COMMERCIAL

EVERETTE KEITH - ROADWAY TYPICAL SECTIONS

PE SEAL:



OAK
ENGINEERING
4929 MCNICKE ROAD - CHARLOTTE, NC 28205
NORTH CAROLINA LICENSE #17142
oak-engineering.com

REZONING NOTES
EASTFIELD INDUSTRIAL

1. Rezoning Petition. These rezoning notes comprise the development standards ("Development Standards") associated with the rezoning petition (the "Rezoning Petition") filed by Foundry Commercial ("Petitioner") on December 1, 2022 (the "Filing Date") as Rezoning Petition R23-01& Sketch Plan (the "Rezoning Plan") for that approximately 59.66 acre tract of land, identified on this Site Plan as Eastfield Industrial (the "Project") in connection with part of tax parcel numbers 019-151-02, 03, 04, 07, 21, 22, 23, 24, 25, 26, 27, 31, 32, 34, 36, 37, 38, 42, 43, 44, 45, 46, p/o 019-151-05, p/o 019-151-33, and p/o 019-151-17 (the "Property"). The purpose of the Rezoning Petition is to convert the zoning classification of the Property from Transitional Residential (TR) to Corporate Business-Conditional District (CB-CD) classification in accordance with the provisions of the Town of Huntersville Zoning Ordinance (the "Ordinance").
2. Development Standards. Development of the Property will be governed by these Development Standards, which are part of the Rezoning Petition, and the applicable provisions of the Ordinance in place on the date of the filing of the Rezoning Plan. Unless the Rezoning Plan establishes alternate standard(s) as noted on the Rezoning Plan or in these Development Standards, the regulations established under the Ordinance in place on the date of the filing of the Rezoning Plan govern development of the Property as shown on the Rezoning Plan.
3. Schematic Nature of Rezoning Plan. The lots and proposed improvements and architectural renderings shown on and included with the Rezoning Plan are schematic in nature and exact locations, architectural details, style and materials, size, number or quantity and configurations of lots and buildings may be modified, with Planning Staff approval, during design, engineering and construction phases of the development so long as such modification does not exceed the square footage in the TIA, meets the applicable requirements of the Zoning Ordinance and the Modifications. The exact alignments of the driveway locations and curb cuts have not been determined and are subject to final design and engineering plans, and minor modifications or alterations of these alignments may take place during design development and construction phases.
4. Vested Rights. This Rezoning Plan is a site-specific development plan and approval thereof constitutes vested rights in the Rezoning Plan pursuant to the provisions of the Ordinance. Notwithstanding any other provisions of these Development Standards, if, at some point and prior to completion of the development, modifications are made to the Ordinance by the Town Board, Petitioner may voluntarily agree to apply such modifications to the Rezoning Plan in a manner consistent with the Rezoning Plan and the Ordinance as it changes from time to time, and without pursuing a rezoning. Such modifications to the Ordinance shall in no way impact the Petitioner's vested rights. Approval of this conditional rezoning shall constitute establishment of vested rights in the landowner (and its successors or assigns) for a period of five years pursuant to N.C. Gen. Stat. §160D-108.1.
5. Permitted Uses. The Property may be developed for any uses (including accessory uses) permitted in the Corporate Business Zoning District; provided, however, inns, hotels and motels, wind energy facilities, schools, home occupation, single-family and multi-family uses shall be prohibited, and all permitted uses shall be subject to the development standards associated with such uses. Any labelling on the Rezoning Plan may be an indication of the current intention on the part of the Petitioner but shall not restrict the Property in a manner that conflicts with the provisions of these Development Notes. Retail, restaurant, personal services, branch banks, conference facilities, clinics, indoor recreation and similar "workplace support uses", as referenced in 3.2.9(c) of the Ordinance, up to 10% of gross floor area within the development or 70,000 SF, whichever is less, are permitted.
6. Subdivision. The Property is one development and may be subdivided without a rezoning to allow separate owners of individual parcels so long as such subdivision is consistent with the general design of the Rezoning Plan, in compliance with applicable law, including subdivision

1

regulations and consistent with the Ordinance except as shown on the approved Rezoning Plan. However, recombination, condominiumization, or reduction in the number of parcels may occur in accordance with the regulations of the Ordinance without amendment to the Rezoning Plan. Requirements that are met by the Project as a whole, such as open space, tree save and impervious requirements, need not be met by individual parcels.

7. Street Improvements. Petitioner shall be required to install sidewalks, street trees, planting strips, bicycle lanes or other street improvements as a condition of the approval of this Rezoning Plan as specifically shown on the Rezoning Plan and as required by the Zoning Ordinance, Subdivision Ordinance, applicable Huntersville/NCDOT TIA, or driveway permit requirements. Second row street trees may be placed behind the sidewalk in a landscape easement if required by Petitioner.
8. Grading. As more particularly described in the Rezoning Plan and the Modifications, grading in the buffer shall be allowed in accordance with the modifications set forth herein.
9. Amendment. Future amendments to the Rezoning Plan and/or these Development Standards may be applied for by the then owner or owners of the Property in accordance with the provisions of the Ordinance; provided, however, in the event any portion of the Property is conveyed to a third party, Petitioner may request an amendment to the Rezoning Plan without the written consent of any other owner of all or any portion of the Property unless such amendment constitutes a change in the building or use of the portion of the Property owned by such owner, provided Petitioner provides for such amendment right in the recorded private restrictive covenants that govern the Project. All requirements in connection with the amendment will be calculated on the Property as a whole in the same manner such requirements were calculated at the time of the initial approval. This note shall be shown on the final plat when recorded.
10. BMP Design. The designs for the BMPs shown on the Rezoning Plan shall be finalized during the construction phase and shall be completed as a part of the infrastructure improvements.
11. Lightning. Lighting will be in compliance with Article 8.26 of the Ordinance.
12. Parking Lots. Except as shown on the Rezoning Plan and as described in the Modifications, parking lots will be in compliance with Article 6 of the Ordinance.
13. Garbage collection areas and Fire Apparatus. Garbage collection (dumpsters) areas shown are conceptual and will comply with the Ordinance's screening requirements. The final location will be determined during construction documentation. Fire apparatus locations will be as generally depicted on the Rezoning Plan and final location will be determined during construction documentation.
14. Mail. Group/cluster boxes will be located in a central location and coordinated with USPS. Final locations and sizes will be determined during construction documentation.
15. Water and Sewer. Water and Sewer will be provided to the site by Charlotte Water.
16. Sketch Plan. At the election of the Applicant, any modifications to the Sketch Plan, including multi-building site plans, may be reviewed administratively by Planning Staff as permitted by the Ordinance as long as the sketch plan/ multi-building site is consistent with the Rezoning Plan.
17. Multiple Buildings. The two buildings shown on the rezoning plan may be administratively increased to three buildings ,so long as (i) the buildings meet the applicable requirements of the Ordinance, (ii) the amount of impervious coverage and the extent of encroachments into property setbacks and buffers, although not in the specific location shown on the Rezoning Plan, are consistent with the amount of impervious coverage and the encroachment area shown on the Rezoning Plan, and (iii) the square footage does not exceed the square footage in the TIA.
18. TIA. The TIA was completed and approved by the Town and NCDOT. The Petitioner

2

agrees to the following improvements as recommended in the TIA:

- Eastfield Road at Bryton Corporate Center Drive
-Construct a second southbound left-turn lane on Bryton Corporate Center Drive with 300 feet of storage.
-Construct an eastbound left-turn lane extension on Eastfield Road where storage would be extended to 575 feet.
Everette Keith Road at Site Access 1, 2, 3, and 4
-Site Accesses 1, 2, 3, and 4 to each have an internal protected stem of 100 feet.
19. Street stub and buffer to north. If the abutting property to the north ("North Parcel") is developed with a non-residential use, Petitioner agrees to provide an easement through the northern buffer to allow the developer of the North Parcel to connect to the existing driveway (s) on the Property. Funding for future connections and restoration of the impacted buffer on the Property will be funded by the developer of the North Parcel. In the event the North Parcel is rezoned to a district allowing a buffer less than 80', Petitioner will be allowed to administratively reduce the northern buffer of the Property to the then applicable required buffer depth.
20. Remnant parcels south of Evertte Keith (not included in the rezoning). Where adequate distance is available on the remnant parcels from the southern right-of-way of realigned Everette Keith, and with permission of the parcel owner, Petitioner will install a 4' planted and landscaped berm as more specifically shown on the Rezoning Plan.
21. Tree Save. Petitioner will use best efforts to save heritage or mature trees in buffers. If preserving existing trees / vegetation provides the most dense buffer, petitioner will not disturb the buffer unless required for grading. Where disturbed, the Petitioner will provide a combination of berms, landscaping or fencing as shown on the Rezoning Plan. A tree preservation plan shall be incorporated as part of the landscaping, grading and erosion control plans.
22. Binding Effect of the Rezoning Documents and Definitions. If this Rezoning Application is approved, all conditions applicable to the use and development of the Site imposed under these Development Standards and the Rezoning Plan will, unless amended in the manner provided under the Ordinance, be binding upon and inure to the benefit of Petitioner and the current and subsequent owners of the Site and their respective successors in interest and assigns. Throughout these Development Standards, the term "Petitioner" shall be deemed to include the heirs, devisees, personal representatives, successors in interest and assigns of Petitioner or the owner or owners of the Site from time to time who may be involved in any future development thereof.
23. Requested Changes to Standards. Pursuant to Section 11.4.7(k) of the Ordinance, the standards of the Ordinance are modified to permit the following (the "Changes"):

- a. Change from Article 7.5.3, which requires an 80-foot-wide buffer, to allow approval of the buffer along the northern property line as shown on the Rezoning Plan, provided, where the buffer is reduced below 80' an alternative buffer yard plan that includes a minimum 4' raised planted landscaped berm with a 6' privacy fence shall be provided where buffer reductions occur. The buffer reduction along the eastern boundaries of the Property as shown on the Rezoning Plan is acceptable except that, where possible, the Petitioner will preserve existing vegetation along the eastern border when such preservation creates a denser buffer than a planted landscaped berm.
- b. Change from Article 7.5.8, which requires all buffer yards to remain undisturbed with certain exceptions. Grading shall be allowed in the buffer yards to allow berming and planting as shown on the Rezoning Plan.
- c. To the extent required, block length waivers are permitted as shown in the block chart and on the Rezoning Plan. The block length between Savoy and Weller Way exceeds 1,500' and is approved as shown on the rezoning plan.

3

COMMITTED ROADWAY IMPROVEMENTS:

EASTFIELD ROAD AT BRYTON CORPORATE CENTER DRIVE:

- CONSTRUCT A SECOND SOUTHBOUND LEFT-TURN LANE ON BRYTON CORPORATE CENTER DRIVE WITH 300 FEET OF STORAGE. THE SOUTHBOUND, BRYTON CORPORATE CENTER DRIVE APPROACH WOULD THEN HAVE A DEDICATED RIGHT-TURN LANE AND DUAL LEFT-TURN LANES WITH 300 FEET OF STORAGE.
- CONSTRUCT AN EASTBOUND LEFT-TURN LANE EXTENSION ON EASTFIELD ROAD WHERE STORAGE WOULD BE EXTENDED TO 575 FEET.

EVERETTE KEITH ROAD AT SITE ACCESS 1, 2, 3, AND 4

- SITE ACCESSES 1, 2, 3, AND 4 TO EACH HAVE AN INTERNAL PROTECTED STEM OF 100 FEET.

TRANSPORTATION IMPACT ANALYSIS (Z.O. ARTICLE 14):

KIMLEY HORN ASSOCIATES ENGINEERING FIRM	THOMAS SHIRLEY, EIT CONTACT	(980) 296-0814 PHONE	THOMAS.SHIRLEY@KIMLEY-HORN.COM EMAIL
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- ☒ TIA SUBMITTED. DATE: JUNE 1, 2023
- ☒ MITIGATION REQUIREMENTS ACCEPTED BY TOWN OF HUNTERSVILLE ENGINEERING DEPARTMENT ON 6/29/2023
- ☒ MITIGATION SHOWN ON SITE PLANS
- ☐ APPLICANT SIGNED MITIGATION AGREEMENT
- ☐ MITIGATION NOTE PROVIDED.

TOWN OF HUNTERSVILLE REQUIRED NOTES:

1. ALL DEVELOPMENT AND CONSTRUCTION SHALL COMPLY WITH ALL ZONING AND SUBDIVISION STANDARDS OF THE TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, AND NCDOT, AS APPLICABLE.
2. THE PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAY OF RECORD.
3. ALL AREAS DESIGNATED AS COMMON AND/OR URBAN OPEN SPACE SHALL BE OWNED AND MAINTAINED BY THE DEVELOPER OR THEIR ASSIGNEE AND SHALL BE DEDICATED FOR PERPETUITY.
4. ACCESS (INGRESS/EGRESS) LOCATION AND DESIGN SHOWN ON THE SKETCH PLAN AREA SUBJECT TO ACHIEVING VERTICAL AND HORIZONTAL SIGHT DISTANCES, TURN LANE IMPROVEMENTS (INCLUDING RIGHT-OF-WAY) AND INTERSECTION WITH ADJACENT AND OPPOSING ACCESS POINTS. MODIFICATIONS TO PLAN MAY RESULT.
5. LARGE MATURING TREES WILL BE PLANTED 40' ON CENTER WITHIN THE REQUIRED PLANTING STRIP ALONG ALL STREETS. TREE SPECIES SHALL COMPLY WITH TOW APPROVED TREE LIST.
6. SMALL MATURING TREES ARE TO BE USED WHERE OVERHEAD POWER LINES EXIST.
7. MAIL KIOSKS, INTERNAL TO THE DEVELOPMENT, WILL BE PROVIDED FOR EACH BUILDING. DELIVERY METHOD AND FINAL KIOSK LOCATION WILL BE COORDINATED WITH THE LOCAL USPS. THE KIOSK WILL BE LOCATED AS TO NOT IMPEDED PUBLIC TRAFFIC OR INTERNAL CIRCULATION.
8. COMMON GARBAGE RECEPTACLES (DUMPSTERS) WILL BE PROVIDED FOR EACH BUILDING. DEPENDING ON TENANT DEMAND, MULTIPLE DUMPSTER LOCATIONS MAY BE WARRANTED. ALL DUMPSTERS WILL BE SHIELDED FROM VIEW IN OPAQUE DUMPSTER ENCLOSURES.
9. DIRECT ACCESS FROM LOTS TO A THOROUGHFARE IS PROHIBITED. PROPOSED ACCESS POINTS ARE DEPICTED ON THE REZONING SITE PLAN.
10. THE SUBJECT PROPERTY IS LOCATED ENTIRELY OUTSIDE OF ALL FEMA FLOOD PLAINS AND FLOODWAYS.
11. THERE ARE NO PROPOSED BUILD-TO-LINES OR BUILD-TO-RANGES PROPOSED FOR THIS SITE.
12. A TRAFFIC IMPACT ANALYSIS HAS BEEN SUBMITTED AND APPROVED BY THE TOWN OF HUNTERSVILLE AND THE NCDOT.



PE SEAL:



EASTFIELD INDUSTRIAL

EVERETTE KEITH ROAD
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA
FOUNDRY COMMERCIAL

EPW #445033

REVISIONS:
1. 06/01/23 - PER STAFF COMMENTS
2. 08/08/23 - PER STAFF COMMENTS

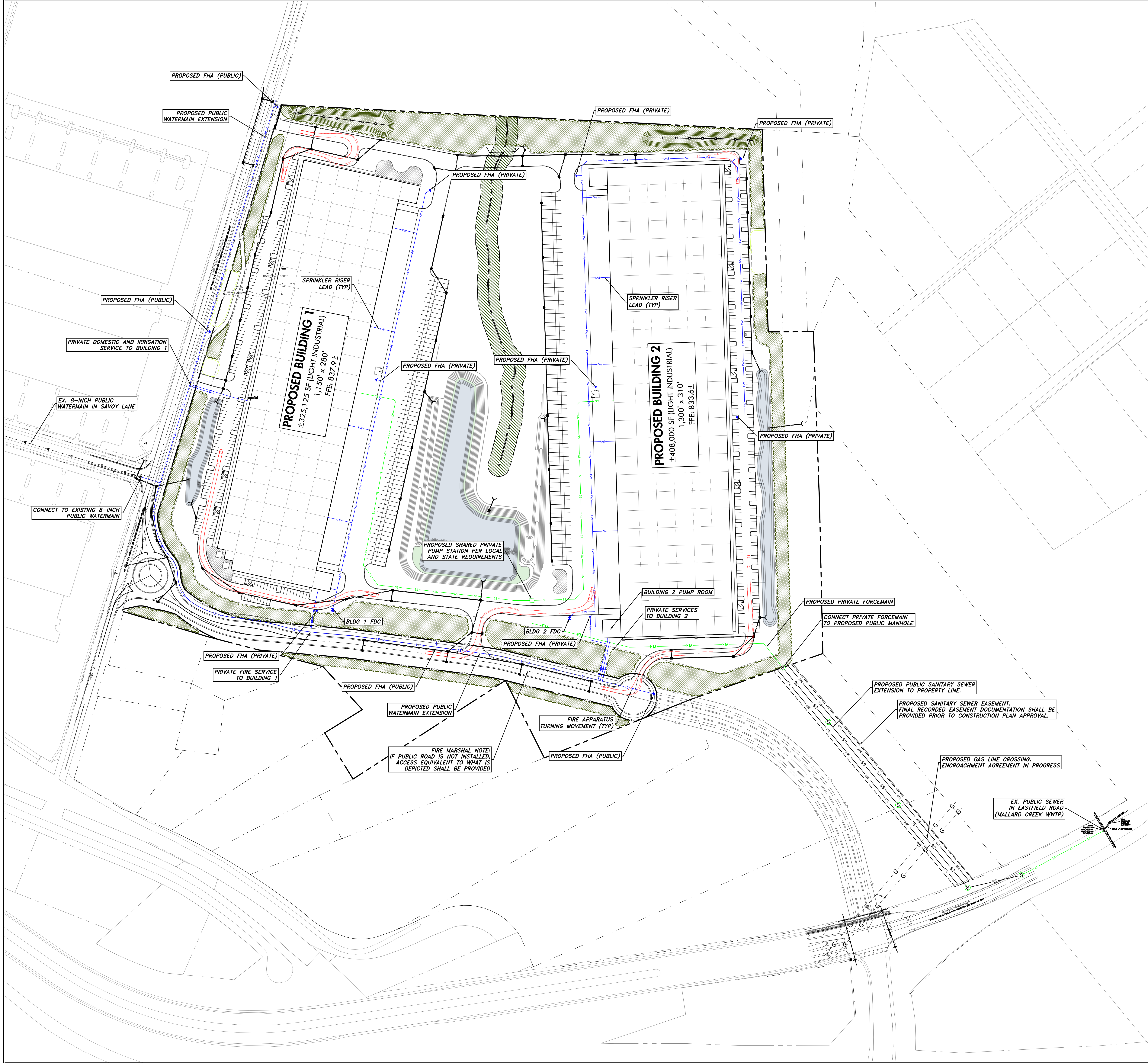
ENGINEER: GTW/
DRAWN BY: ERT
CHECKED BY: LB
PROJECT #: 022.021

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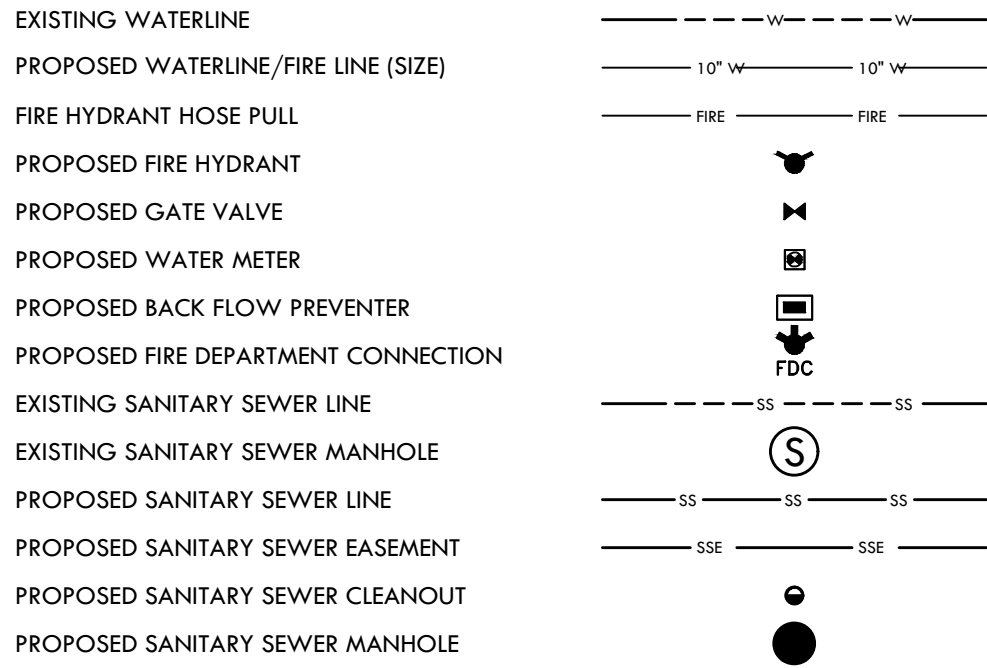
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SHEET 4 OF 9

REZONING / SKETCH PLAN DEVELOPMENT STANDARDS



UTILITY LEGEND



UTILITY NOTES

- 1. PROJECT WATER AND SEWER SERVICE WILL BE SUPPLIED BY CITY WATER.

FIRE ACCESS NOTES

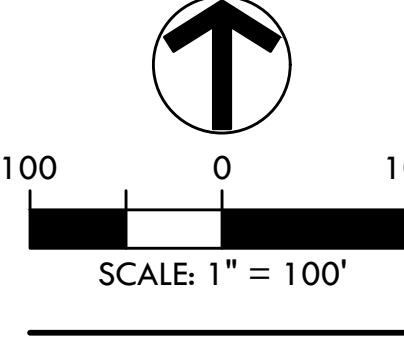
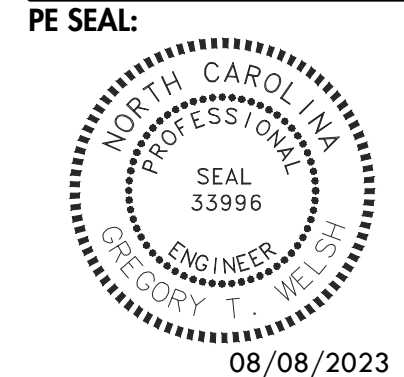
- 1. THE MOST REMOTE POINT OF THE BUILDING SHALL BE WITHIN 400' OF A FIRE HYDRANT AS A TRUCK TRAVELS (400' WHEN NO SPRINKLER SYSTEM IS PRESENT). ALL POINTS OF THE BUILDING SHALL BE WITHIN 200' OF A FIRE TRUCK ACCESSIBLE ROUTE.
- 2. FIRE HYDRANT SHALL BE WITHIN 200' OF FDC AS THE APPARATUS TRAVELS (100' WHEN FDC SERVES STANDPIPES).
- 3. FIRE ACCESS ROAD AND PARKING LOT SHALL BE ABLE TO WITHSTAND 85,000-LBS OF TRUCK TRAVEL.
- 4. ALL FIRE ACCESS ROADS REQUIRE A MINIMUM 20' UNOBSTRUCTED CLEAR WIDTH.
- 5. RADIUS OF CURVES IN THE FIRE ACCESS ROAD SHALL BE 30' MINIMUM (INSIDE) AND 42' MINIMUM (OUTSIDE).

BACKFLOW NOTES

- 1. NO PERMANENT PROTECTION MAY BE INSTALLED ON THE RP ASSEMBLY. IT IS RECOMMENDED THAT HEAT BE PROVIDED FOR ALL ABOVE-GROUND DOMESTIC AND COMBINATION SERVICE RP ENCLOSURES TO PREVENT FREEZE DAMAGE. IRRIGATION RP'S CAN BE WINTERIZED BY DRAINING ALL WATER FROM THEM. ENCLOSURES FOR ABOVE-GROUND RP INSTALLATIONS ON FIRE LINES ARE REQUIRED BY THE FIRE DEPT. TO BE HEATED (MAINTAIN A MIN. OF 40°F).
- 2. NO PLASTIC PIPING MATERIAL IS ALLOWED WITHIN 5' OF THE RP ENDS.
- 3. ALL REDUCED PRESSURE PRINCIPLES BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED ABOVE-GROUND WITHIN INSULATED ENCLOSURE PER CITY WATER REQUIREMENTS. ENCLOSURE TO INCLUDE DRAIN PARTS FOR DISCHARGE WATER PER CITY WATER REQUIREMENTS.
- 4. THERE SHALL BE NO TAPS, PIPING BRANCHES, UNAPPROVED BYPASS PIPING, HYDRANTS, FIRE DEPT. CONNECTION POINTS, OR OTHER WATER-USE APPURTENANCES CONNECTED TO THE SUPPLY LINE BETWEEN ANY WATER METER AND ITS CITY-WATER REQUIRED BACKFLOW PREVENTER.
- 5. EACH CITY-WATER REQUIRED BPA IS TO BE TESTED BY A CITY-WATER APPROVED CERTIFIED TESTER PRIOR TO PLACING THE WATER SYSTEM IN SERVICE.
- 6. ALL ABOVE-GROUND BACKFLOW PREVENTERS ARE SUBJECT TO 20' MINIMUM BUILDING SETBACKS FROM THE REESE BLVD W RIGHT-OF-WAY.

CHARLOTTE WATER NOTES

- 1. CUSTOMER IS RESPONSIBLE FOR STAKING SITE AS NECESSARY TO DETERMINE SERVICE LOCATIONS AND ELEVATIONS PRIOR TO CHARLOTTE WATER CONTRACTOR MOBILIZING TO INITIAL SERVICES.
- 2. ON-SITE CONTRACTOR IS RESPONSIBLE FOR RELOCATING ANY APPLICABLE CONFLICTING UTILITIES NECESSARY TO COMPLETE SERVICE INSTALLATIONS. ADDITIONAL FEES MAY APPLY & CONSTRUCTION TIMELINES EXTENDED IF CONFLICTING UTILITIES ARE NOT SHOWN ON THE PLANS.
- 3. PAYMENT FOR A QUOTED SERVICE CONNECTION SHALL BE CONSIDERED ACKNOWLEDGEMENT AND APPROVAL OF CHARLOTTE WATER COMMENTS BY THE APPLICANT. PAYMENT DOES NOT INCLUDE ANY ADDITIONAL APPLICABLE FEES REQUIRED DUE TO UNFORESEEN CIRCUMSTANCES THAT ARE NOT DETECTED ON THE APPLICANT PROVIDED SITE PLAN.
- 4. BACKFLOW PREVENTION REVIEW ENTAILS PLAN SUBMITTAL VIA MECKLENBURG COUNTY'S CODE ENFORCEMENT PERMITTING PROCESS AT THE TIME OF APPLICATION FOR BUILDING PERMITS. BACKFLOW PROGRAM REQUIREMENTS ARE AVAILABLE ONLINE. PLEASE CONTACT MARK ROUSE AT 704.432.5800 FOR MORE INFORMATION. ANY REVISION TO THE SERVICE CONFIGURATIONS AND/OR METER LOCATIONS WILL REQUIRE A RESUBMITTAL TO BACKFLOW FOR REVIEW.



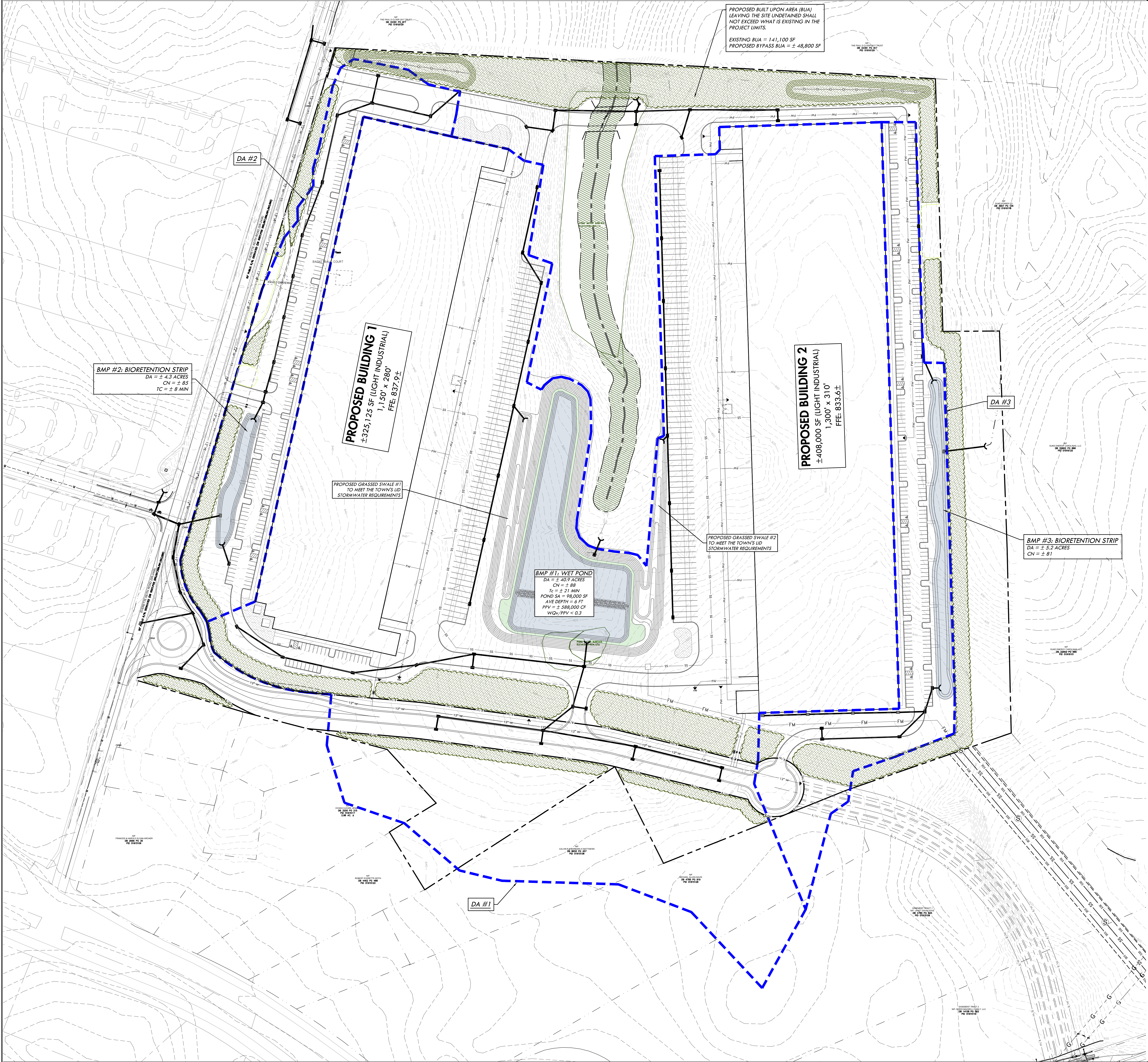
EASTFIELD INDUSTRIAL
EVERETTE KETH ROAD
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA
FOUNDRY COMMERCIAL
UTILITY CONCEPT PLAN

EPW #445035

- REVISIONS:
- 1. 06/01/23 - PER STAFF COMMENTS
 - 2. 08/08/23 - PER STAFF COMMENTS

ENGINEER: GTW
DRAWN BY: ERT
CHECKED BY: LJB
PROJECT #: 022.021

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SHEET 7 OF 9



GRADING LEGEND

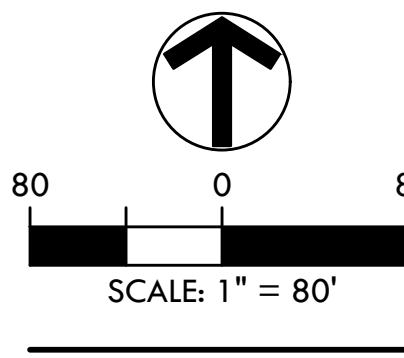
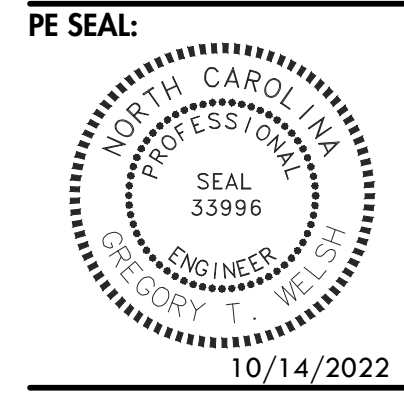
EXISTING CONTOUR	100
PROPOSED CONTOUR	100
PROPOSED LIMITS OF CONSTRUCTION	LOC LOC
PROPOSED STORM DRAINAGE EASEMENT	SDE SDE
PROPOSED STORM DRAINAGE PIPE	12" W 18" W 24" W
EXISTING JURISDICTIONAL WETLAND	WET WET
PROPOSED SPOT ELEVATION (GUTTER LINE ELEV)	100.00
PROPOSED JUNCTION BOX	
PROPOSED CATCH BASIN	
PROPOSED DROP INLET	
PROPOSED FLARED END SECTION	
PROPOSED OUTLET STRUCTURE	
PROPOSED HEADWALL	
PROPOSED RIPRAP APRON	

STORM DRAINAGE NOTES

- THE PURPOSE OF THE STORM DRAINAGE EASEMENT (SDE) IS TO PROVIDE STORMWATER CONVEYANCE. BUILDINGS ARE NOT PERMITTED IN THE EASEMENT AREA, ANY OTHER OBJECTS WHICH IMPEDE STORMWATER FLOW OR SYSTEM MAINTENANCE ARE ALSO PROHIBITED.
- "AS-BUILT" DRAWINGS AND PLANS OF THE STORM DRAINAGE SYSTEM, INCLUDING DESIGNED DITCHES, MUST BE SUBMITTED PRIOR TO SUBDIVISION FINAL INSPECTION TO THE TOWN ENGINEERING DEPARTMENT IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE.
- AS-BUILTS FOR ALL APPLICABLE DETENTION STRUCTURES AND BMP MEASURES ARE REQUIRED. AS-BUILTS ARE TO INCLUDE LATITUDE AND LONGITUDE FOR CENTER OF MEASURE, AND INLETS AND OUTLETS OF ALL STRUCTURES. ELEVATIONS ARE REQUIRED FOR ALL MEASURES AS WELL AS DIMENSIONS OF ALL MEASURES.
- PRIOR TO INSTALLATION, PE SEALED SHOP DRAWINGS FOR UNDERGROUND DETENTION SYSTEMS AND OUTLET RESTRICTION DEVICES MUST BE FURNISHED TO THE TOWN FOR APPROVAL.
- THE PROPOSED STORMWATER MANAGEMENT SYSTEM SHALL MEET THE 25-YEAR DETENTION.

HUNTERSVILLE GRADING & EC NOTES

- INSPECTIONS SHALL BE CONDUCTED AS PRESCRIBED BY THE MAINTENANCE COVENANT. ADDITIONAL INSPECTIONS MAY BE CONDUCTED BY THE TOWN OF HUNTERSVILLE ON ANY REASONABLE BASIS, INCLUDING BUT NOT LIMITED TO: ROUTINE INSPECTIONS; RANDOM INSPECTIONS; INSPECTIONS BASED UPON COMPLAINTS OR OTHER NOTICE OF POSSIBLE VIOLATIONS; INSPECTIONS OF DRAINAGE BASINS OR AREAS IDENTIFIED AS HIGHER THAN TYPICAL SOURCES OF SEDIMENT OR OTHER CONTAMINANTS OR POLLUTANTS; INSPECTIONS OF BUSINESSES OR INDUSTRIES OF A TYPE ASSOCIATED WITH HIGHER THAN USUAL DISCHARGES OF CONTAMINANTS OR POLLUTANTS OR WITH DISCHARGES OF A TYPE WHICH ARE MORE LIKELY THAN THE TYPICAL DISCHARGE TO CAUSE VIOLATIONS OF STATE OR FEDERAL WATER QUALITY STANDARDS OR THE NPDES STORM WATER PERMIT; AND JOINT INSPECTIONS WITH OTHER AGENCIES INSPECTING UNDER ENVIRONMENTAL AND SAFETY LAWS. INSPECTIONS MAY INCLUDE, BUT ARE NOT LIMITED TO: REVIEWING MAINTENANCE AND REPAIR RECORDS; SAMPLING DISCHARGES, SURFACE WATER, GROUNDWATER, AND MATERIAL OR WATER IN BMPs; EVALUATING THE CONDITION OF BMPs AND STORM WATER MANAGEMENT PRACTICES.
- RIGHT-OF-ENTRY FOR INSPECTION. WHEN ANY NEW BMP IS INSTALLED ON PRIVATE PROPERTY, THE PROPERTY OWNER SHALL GRANT TO THE TOWN OF HUNTERSVILLE THE RIGHT TO ENTER THE PROPERTY AT REASONABLE TIMES AND IN A REASONABLE MANNER FOR THE PURPOSE OF INSPECTION. THIS INCLUDES THE RIGHT TO ENTER A PROPERTY WHEN THE TOWN OF HUNTERSVILLE HAS A REASONABLE BASIS TO BELIEVE THAT A VIOLATION OF THIS REGULATION IS OCCURRING OR HAS OCCURRED, AND TO ENTER WHEN NECESSARY FOR ABATEMENT OF A PUBLIC NUISANCE OR CORRECTION OF A VIOLATION OF THIS REGULATION.



EASTFIELD INDUSTRIAL

EVERETTE KEITH ROAD
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA
FOUNDRY COMMERCIAL

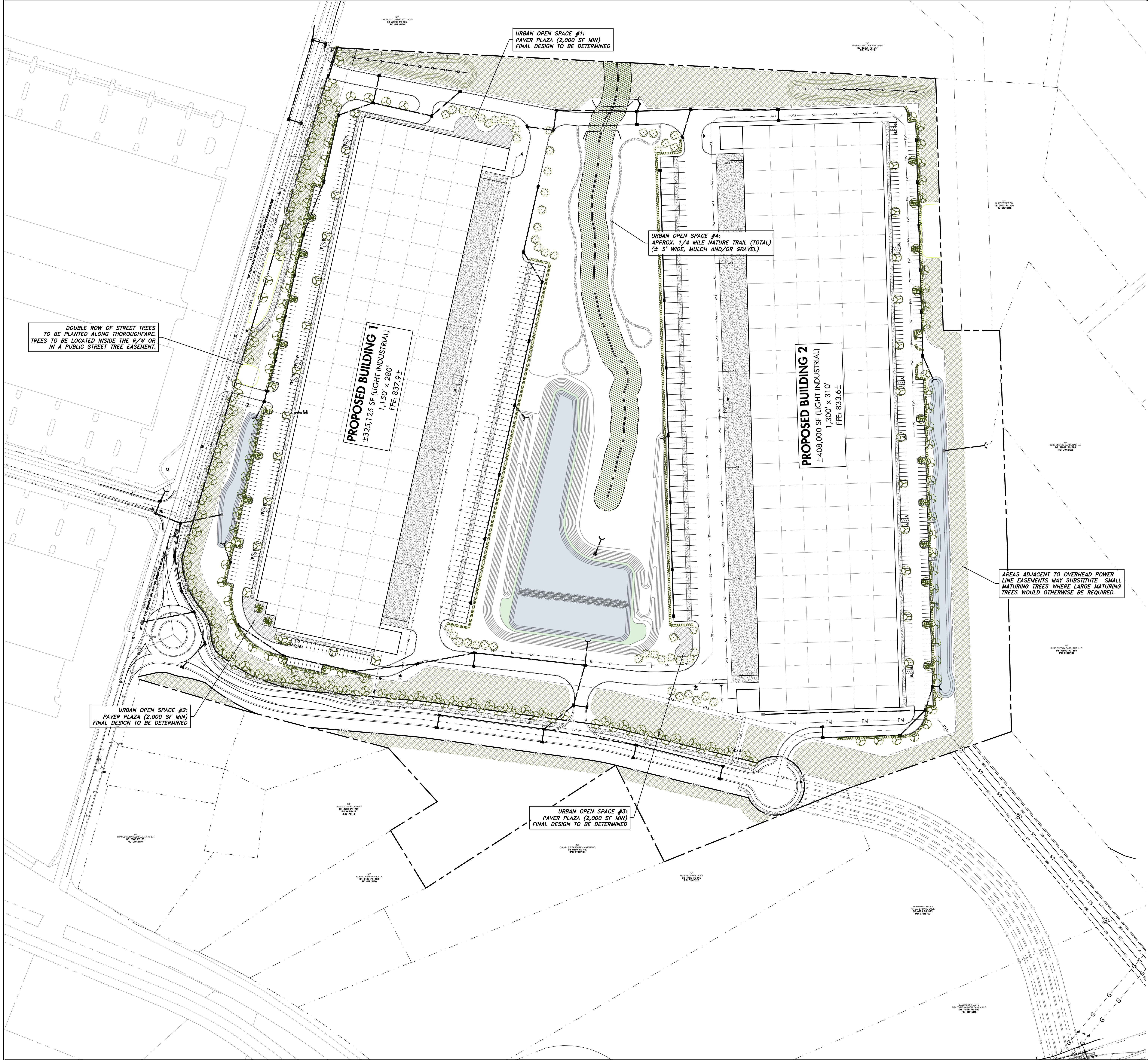
GRADING & DRAINAGE CONCEPT PLAN

EPW #445033

- REVISIONS:
- 06/01/23 - PER STAFF COMMENTS
 - 08/08/23 - PER STAFF COMMENTS

ENGINEER: GTW
DRAWN BY: ERT
CHECKED BY: LIB
PROJECT #: 022.021

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SP2.0
SHEET 8 OF 9



LANDSCAPING CALCULATIONS

BUFFER LANDSCAPING REQUIRED:

EVERETTE KEITH RD STREET BUFFER (2,725' OF FRONTAGE x 40' WIDE)

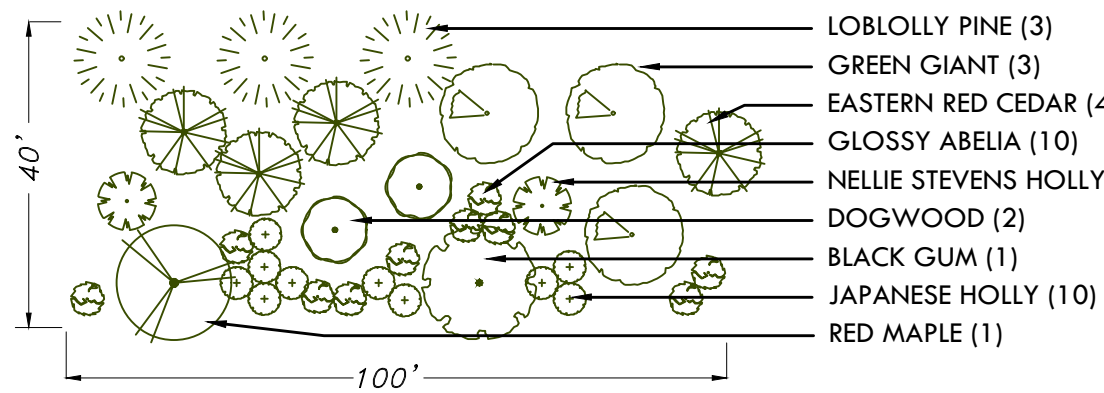
TREES REQUIRED = (109,000 SF / 1,000 SF x 4 TREES) = 436 TREES
SHRUBS REQUIRED = (109,000 SF / 1,000 SF x 5 SHRUBS) = 545 SHRUBS
TREES: 75% LARGE MATURING, 50% EVERGREEN, 25% SMALL MATURING
(SHRUBS: 75% EVERGREEN)

PARKING LANDSCAPING REQUIRED:

- LARGE MATURING TREES REQUIRED IN INTERIOR OF PARKING (MAX. 35 SPACES APART)
- LARGE MATURING TREES REQUIRED ALONG PERIMETER AT MAXIMUM 40' O.C.
- CONTINUOUS SCREEN OF EVERGREEN SHRUBS AT MAXIMUM 4' O.C.
- SEMI-OPAQUE SCREEN REQUIRED AT TRUCK COURT WITH MAX. 10' SEPARATION OF MATURE TREE CANOPY AND MAX. 4' CLEAR SPACE BETWEEN SHRUBS

BUFFER DETAIL SCALE: 1" = 30'

- 40' STREET BUFFER
- DETAIL SHOWS APPROXIMATE LOCATION OF VEGETATION REQUIRED PER 100' SECTION:
 - 16 TREES (INCLUDING 8+ EVERGREEN AND 12+ LARGE MATURING) REQUIRED
 - 20 SHRUBS REQUIRED (INCLUDING 15+ EVERGREEN)
- EXISTING VEGETATION LOCATED WITHIN THE BUFFER MAY BE SUBSTITUTED SO LONG AS BUFFER REQUIREMENTS ARE MET. COORDINATE WITH ZONING INSPECTOR.

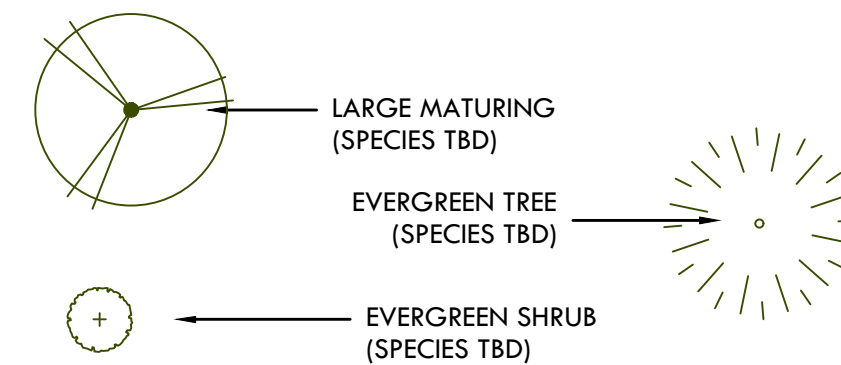


TREE REPLANT AREAS

DENOTES AREAS WHERE COMPLETE CLEARING AND GRADING WILL BE REQUIRED. AREAS SHALL BE STABILIZED AND PLANTED PER THE APPROVED PLANS AND AS SPECIFIED BY THE TOWN OF HUNTERVILLE LANDSCAPING ORDINANCE.

URBAN OPEN SPACE		
TYPE	SIZE	PARKING PROVIDE
PAVES PLAZA	2,000 SF (MIN)	0
NATURE TRAIL	1/4 MILE ±	0

LANDSCAPING KEY



LANDSCAPE NOTES

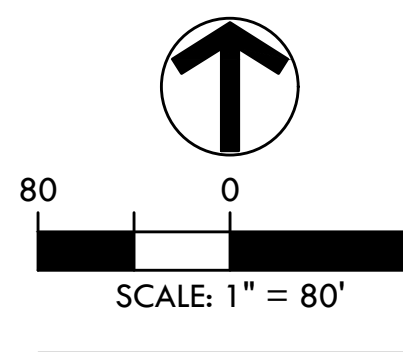
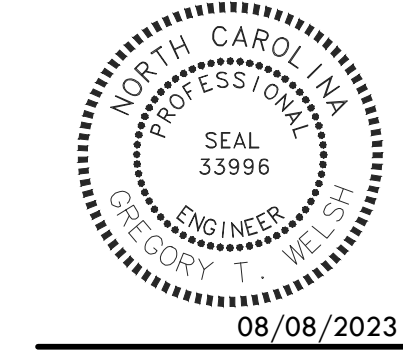
- EXISTING VEGETATION LOCATED ON SITE MAY BE SUBSTITUTED SO LONG AS URBAN FORESTRY REQUIREMENTS ARE MET. COORDINATE ON SITE WITH URBAN FORESTER.
- PLANT SPECIES MAY BE SUBSTITUTED DEPENDING ON TIME OF PLANTING, AVAILABILITY, ETC. UPON APPROVAL OF URBAN FORESTER AND AS LONG AS PLANT SELECTION, TYPE, SPACING MEETING TOWN OF HUNTERVILLE'S LANDSCAPING ORDINANCE.
- STREET TREE LOCATIONS ARE SUBJECT TO CHANGE DURING CONSTRUCTION PLAN PHASE TO SATISFY THE TOWN'S ENGINEERING STANDARDS AND PROCEDURES MANUAL.

HUNTERVILLE LANDSCAPE NOTES

- INSTALLATION GUARANTEE REQUIRED
 - A FINAL CERTIFICATE OF OCCUPANCY MAY BE ISSUED PRIOR TO THE INSTALLATION OF TREES AND SHRUBS, EXCLUDING YARD TREES, DURING THE NON-PLANTING SEASON IF A CASH BOND, SURETY BOND OR LETTER OF CREDIT IS ISSUED FOR 120% OF THE COST OF MATERIALS AND INSTALLATION. PLANTING SHALL BE COMPLETED DURING THE NEXT PLANTING SEASON.
 - THE PLANTING SEASON SHALL RUN FROM OCTOBER 15 TO MARCH 15, EXCEPT FOR EXTREME WEATHER CONDITIONS AS DETERMINED BY STAFF. A FINAL CERTIFICATE OF OCCUPANCY SHALL NOT BE GIVEN DURING THE PLANTING SEASON UNLESS ALL OF THE LANDSCAPING IS COMPLETELY INSTALLED ACCORDING TO THIS ARTICLE.
- MAINTENANCE SURETY REQUIRED
 - DEVELOPERS SHALL ENTER INTO A MAINTENANCE SURETY AGREEMENT WITH MECKLENBURG COUNTY GUARANTEEING THE VIABILITY OF STREET TREES AND TREES AND SHRUBS PLANTED IN BUFFER YARDS FOR A PERIOD OF 1 YEAR FOLLOWING PLANTING. THE AMOUNT OF THE SURETY SHALL BE EQUAL TO 50% OF THE VALUE OF THE NEW TREES OR LANDSCAPE MATERIAL AND THEIR INSTALLATION. THE MAINTENANCE SURETY SHALL BE PROVIDED WHEN ALL OF THE REQUIRED TREES AND SHRUBS HAVE BEEN PLANTED.



PE SEAL:



EASTFIELD INDUSTRIAL

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HUNTERVILLE, MECKLENBURG COUNTY, NORTH CAROLINA
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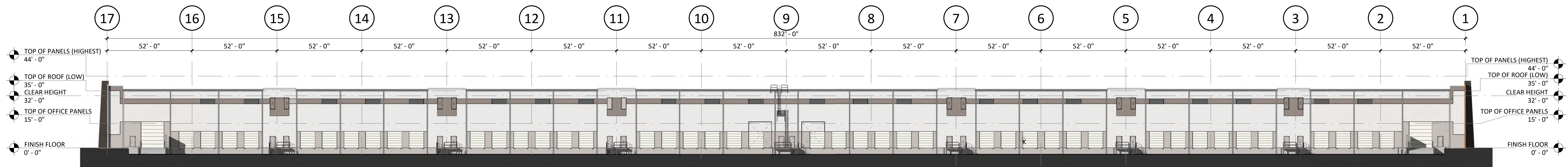
LANDSCAPING CONCEPT PLAN

EPW #445035

- REVISIONS:
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ENGINEER: GTW
DRAWN BY: ERT
CHECKED BY: LJB
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SHEET
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SHEET 9 OF 9

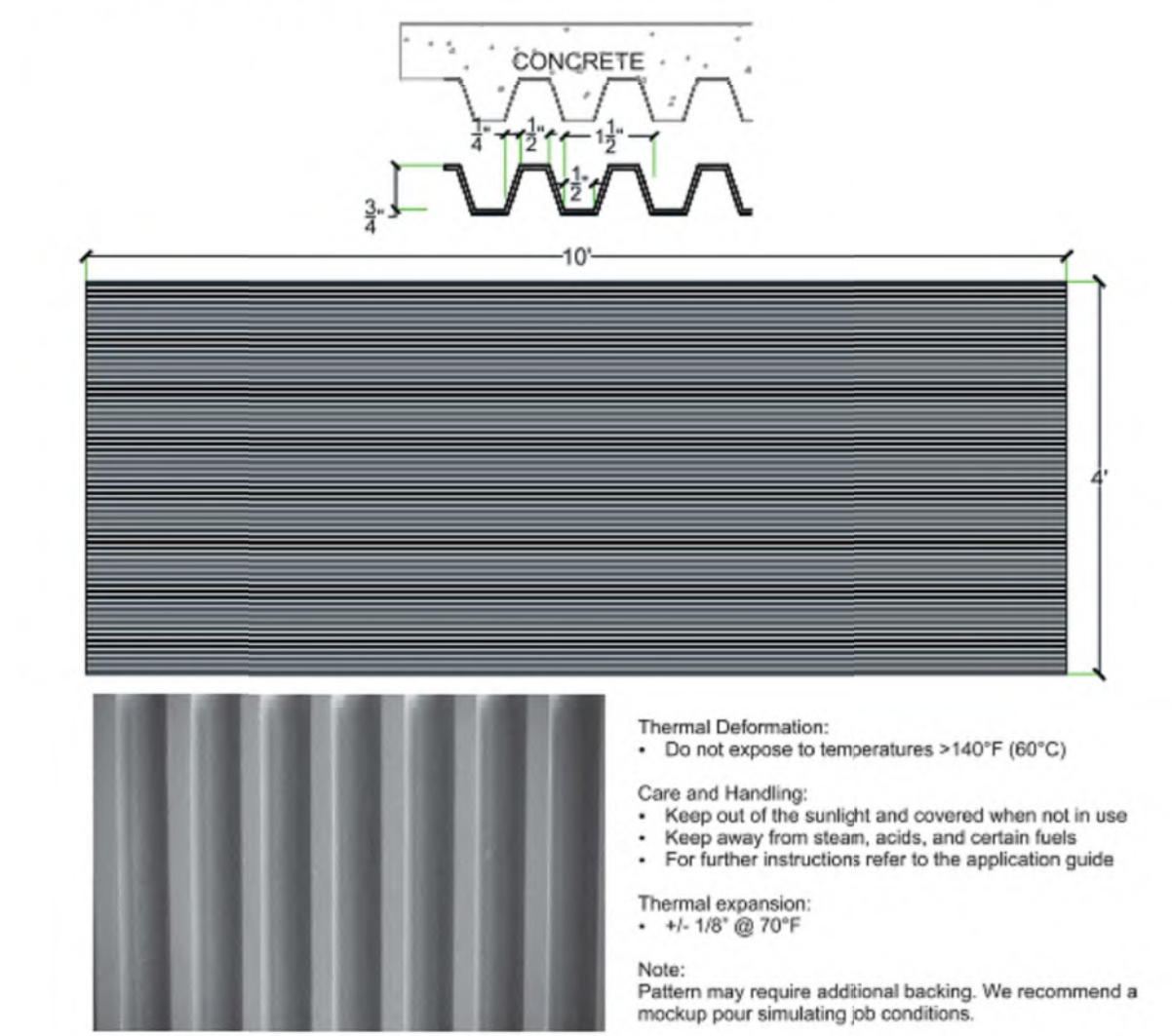


1 COLOR ELEVATION - TRUCK COURT - PLAN NORTH
1" = 30'-0"

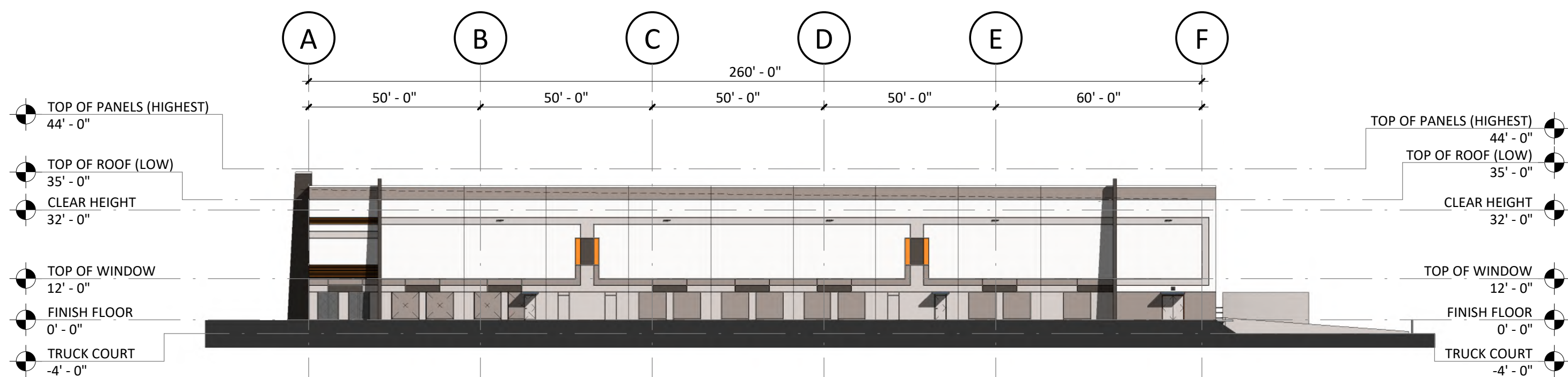
FORMLINER USED ON CORNERS TO ESTABLISH HEIRARCHY OF FEATURES

Pattern# 4004
3/4" Deep Rib 1 1/2"oc (1/2" Peak, 1/2" Valley) **customrock**
FORMLINER

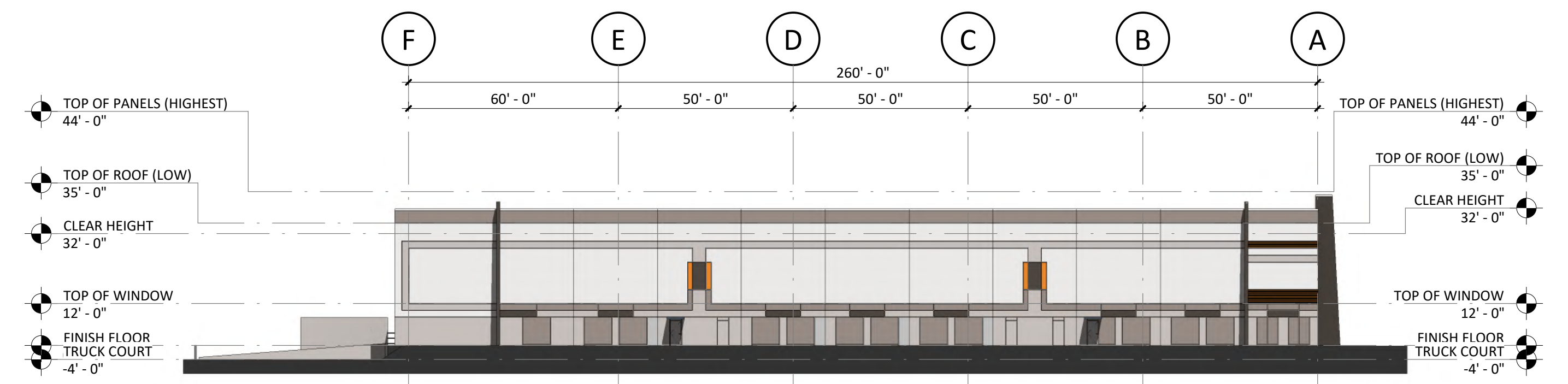
General Information:
Thermofomed ABS and Styrene plastic formliners are an inexpensive alternative for providing architectural concrete. The Styrene single use liner is the least expensive liner option. The ABS plastic formliner properties allows for an up to ten reuse factor depending on the design and handling.



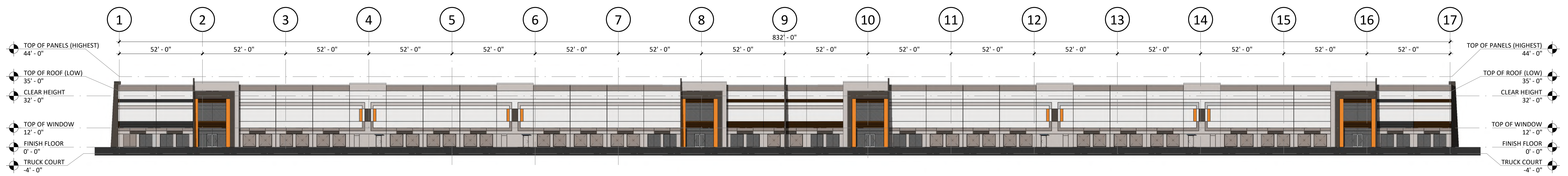
Custom Rock Formliner • 2020 West 7th Street • St. Paul, MN 55116 • (800) 637-2447
www.customrock.com



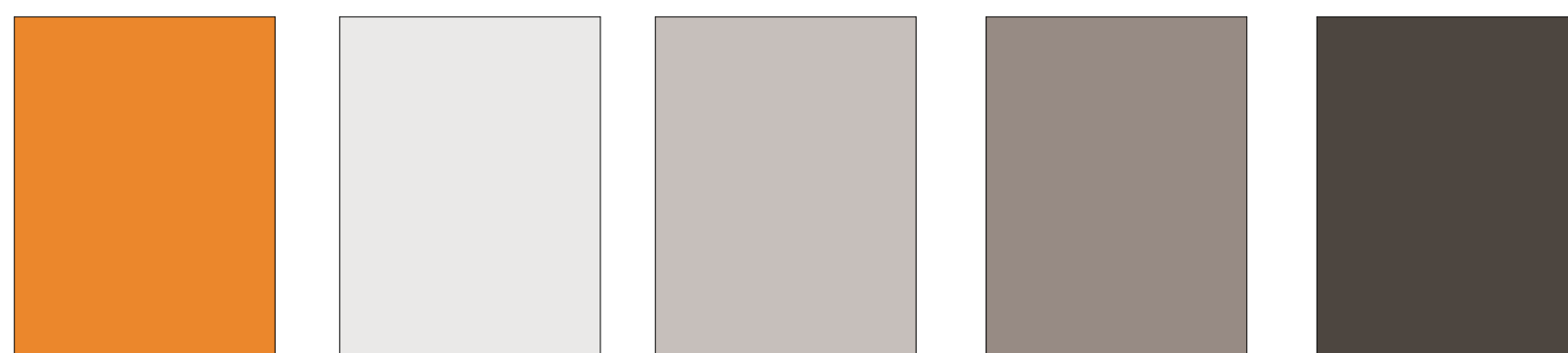
2 COLOR ELEVATION - PLAN EAST
1" = 30'-0"



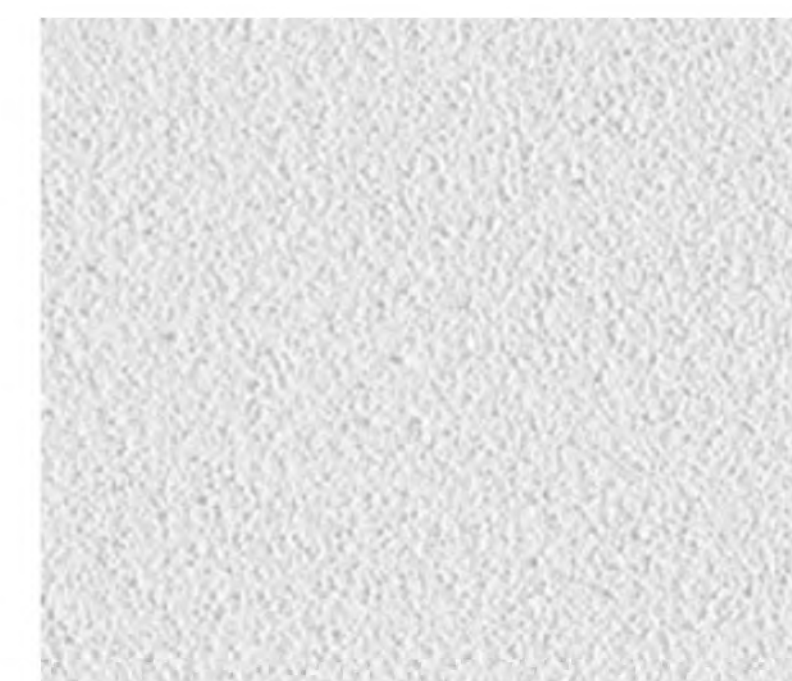
3 COLOR ELEVATION - PLAN WEST
1" = 30'-0"



4 COLOR ELEVATION - PLAN SOUTH
1" = 30'-0"



BESIDES 1 ACCENT COLOR, THE 4 OTHER COLORS ARE CLOSE MONOCHROMES
OF EACH OTHER TO CREATE SUBTLE ELEVATIONAL INTEREST IN THE PATTERNS



MEDIUM TEXTURE PAINT ON CONCRETE WALL PANELS

REPRESENTATIVE BUILDING ELEVATIONS
SHELL BUILDING ONLY

SEALS

REVISIONS		
MARK	DATE	DESCRIPTION

NOTE:
MINIMUM 32 FT. CLEAR HEIGHT UNDER
STRUCTURE, TYPICAL.
PROJECT NUMBER: C21144 PERMIT TRACKING: ...
DRAWING STATUS:
NOT FOR CONSTRUCTION
ISSUED FOR BIDDING
ISSUED FOR CONSTRUCTION

SHEET TITLE:
COLOR ELEVATIONS,
PAINT COLORS, & WALL
FORMLINER
SHEET NUMBER:
TRC 2
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Community Meeting Report
R23-01 Foundry-Everette Keith Road

Date: May 24, 2023

Time: 6:30 PM to 7:30 PM

Location: Huntersville Recreation Center

1136 Verhoeff Drive, Huntersville, NC, 28078

Attendees: 13-14 neighbors, development team, David Peete and Frank Gammon. Neighbor sign-up sheets are attached.

Applicant and the neighborhood attendees discussed the following comments and questions:

Comments:

- Property owners of the property that is the subject of the rezoning discussed the uses of the property with the Applicant.
- Property owners and Applicant discussed how the proposed use and rezoning is consistent with Eastfield Road Small Area Plan ("Small Area Plan").
- Attendees discussed the history of the property and recommended names for the industrial park. Among the names recommended were Everette Keith and Christenbury.
- General enthusiasm for the project because it aligns with the Small Area Plan and the property owners have tried to develop the property for a very long time.
- Applicant explained the timeline for approval and provided the attendees with meeting dates Applicant reminded attendees that the dates can change and to check the town planning website.

Questions

1. What happens to the property north of this project if the project is approved? *The Small Area Plan and 2040 Comprehensive Plan are guides for development. The Applicant explained that the area the attendee asked about is Area C in the Small Area Plan (north of Hambright Road) which is recommend in the SAP to remain residential (TR).*
2. Will property to the south be zoned commercial along with this rezoning? *The Applicant explained that the property would not be rezoned without an owner's consent.*
3. What does the project timeline look like? *The project is currently on track for a July 17 public hearing and August rezoning vote and permitting and construction document approvals will take at least 12 months.*
4. How much time will the property owners be given to move after the rezoning is approved? *The property owners will be given 180 days from closing to relocate.*
5. Questions were asked about the existing pond and the function of the storm drainage systems. *The Applicant provided a detailed explanation of the pond drainage, storm water system, and pump location.*
6. What can go wrong with the rezoning approval? All 15 families are excited to see the property developed. *The Applicant reminded the attendees that rezoning is a political process.*

**Town of Huntersville
Town Board
August 21, 2023**

To: Town Board

From: Lauren Speight, Senior Planner

Date: August 21, 2023

Subject: Petition #TA23-01 Street Trees

EXPLAIN REQUEST:

Consider decision on Petition #TA23-01 Street Trees, a request by the Town of Huntersville Planning Department in cooperation with the Engineering and Public Works Departments to amend Articles 7.7, 5.5, and 12 of the Zoning Ordinance to provide options for developers to reduce impacts caused by street trees while meeting the guidelines of the Huntersville 2040 Community Plan and the intent of the Zoning Ordinance.

ACTION RECOMMENDED:

Consider a decision

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Staff Report TA 23-01 TB FA 8.21.23
2. Attachment 1 TA23-01 Application
3. Attachment 2 TA 23-01 07.25.23 PH
4. Attachment 3 April 6 2023 Meeting Minutes

TA23-01 – Street Trees

PART 1: DESCRIPTION

Per the directive of the Town of Huntersville Board of Commissioners, TA23-01 is a text amendment request by the Town of Huntersville Planning Department in cooperation with the Engineering and Public Works Departments to amend Articles 7.7, 5.5, and 12 of the Zoning Ordinance to reduce impacts caused by street trees while ensuring high minimum quality of design meeting the intention of the Zoning Ordinance and Huntersville 2040 Comprehensive Plan.

PART 2: BACKGROUND

The regulation of required vegetation, such as street trees, is a standard part of the development codes. Street trees have been required for development in the Town of Huntersville since the adoption of the 1996 Zoning Ordinance. The planting strip for street trees was originally adopted at 5 feet in width for street trees. Over time the minimum planting strip width was increased from 5 feet to 7 feet in 2003 to allow street trees appropriate area for the health of the trees and infrastructure. Major residential subdivisions developed with the requirement for street trees include, but are not limited to, Monteith Park, Skybrook, Tanner’s Creek, and Centennial. As the street trees in these and other developments with Town-maintained roads matured the Town Engineering and Public Works Departments provided feedback that evidence suggest a large portion of sidewalk repairs are the result of damage caused by street trees.

In response to feedback from the Town Engineering and Public Works Departments, the Town Board of Commissioners directed staff to propose a text amendment to resolve the challenges posed by street trees. Planning Staff conducted extensive research of street trees requirements and best practices and reviewed regulations for street trees of dozens of municipalities within North Carolina. Ultimately, staff found half of the largest municipalities in North Carolina allow or require trees in a green zone between the sidewalk and travel lanes. Several municipalities with street tree requirements also have arborists on staff. Best practices from staff research and feedback from those arborists indicate the most successful method to prevent damage to infrastructure evaluation of appropriate tree species and conditions at the plan review level. Staff found, through our research and review of subdivisions in Huntersville, the appropriate species and location of street trees is critical to the longevity of the public right-of-way.

Thus, the included proposal intends to meet multiple goals: 1) reduce impacts of street trees on Town-maintained infrastructure by requiring the most appropriate species in the most appropriate location; 2) comply with the Huntersville 2040 Community Plan, and 3) ensure the appropriate use of plant material in new construction per Article 7 of the Zoning Ordinance. To meet these goals TA 23-01 proposes the following:

Section 1: This section of the text amendment proposes to allow small maturing street trees within a minimum 7-foot-wide planting strip and large maturing trees within a minimum 9-foot-wide planting strip. In response to feedback from the Engineering and Public Works Departments, developers will also have the option to forgo planting a tree within the planting strip and may alternatively provide a 5-foot green zone and one yard tree in addition to the required supplemental landscaping required in Article 7.7, Section 3. Developers may only choose the option to provide a 5-foot green zone with an additional yard tree if the lots in the development meet certain dimensions. The dimension requirements are important for additional trees because lots are already required to include front and rear yard trees and it is important a lot is able to accommodate an additional tree.

Sections 2 and 4: Per feedback from the Huntersville Ordinances Advisory Board, “New Trees” in Article 7.7, Section 3 has been modified to “Required Yard Trees” with a proposed definition in Section 4 of this text amendment. This section also proposes to allow new lots for which the front build-to-range or setback is 25 feet or less to plant small-maturing trees instead of large-maturing trees. Small maturing trees in the front yard would allow a more appropriate tree species within a smaller area.

Section 3: This section of the text amendment is proposed to amend the green zone minimum widths in Article 5.5 of the Zoning Ordinance to correspond with the proposed changes to Article 7.7 of the Zoning Ordinance in Section 1 of this text amendment.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

EOS 4.1 Require street trees and encourage the preservation of heritage trees.

EOS 4.3 Plant more trees and continue to require street trees in new developments.

Staff comment: The proposed text amendment preserves the requirement for street trees in new developments as directed in EOS 4.1 and EOS 4.3 of the Huntersville 2040 Community Plan. The revisions propose to increase the options for developers to provide trees along the public street that are an appropriate species within a sufficient planting area to minimize maintenance of the public right-of-way and ensure the health of the tree canopy for the benefit of the community.

PART 4: STAFF RECOMMENDATION

Staff recommends approval of the proposed text amendment TA23-01 based on consistency with policies EOS 4.1 and EOS 4.3 of the Huntersville 2040 Community Plan as well as the intent of Article 7 of the Zoning Ordinance.

PART 5: HUNTERSVILLE ORDINANCE ADVISORY BOARD

On April 6, 2023, The Huntersville Ordinances Advisory Board (HOAB) recommended approval (8-0) with the following text changes and considerations. Text change 1) Article 7.7.3 c be changed to read, “in cases where the front built-to range or setback is 20 feet or less be changed to 25 feet or less. Small maturing trees may be permitted.” Text change 2) In article 7.7.3 c (a) be changed from ‘new trees’ to ‘yard trees.’ Recommendation #3 that a definition of yard trees to the Zoning Ordinance Article 12 Definitions be added. Recommendation #4 that the reference note, “For lots greater than 50 feet in width with the front build to depth of greater than 40 feet, in lieu of providing a planting strip located between the existing street and proposed sidewalk, the development may provide a minimum 5-foot green zone and one front-yard tree in addition to the required supplemental landscaping provisions for residential lots in the following section” be deleted. And that the following items be considered, #1) The wording of proposed draft text of Article 7.7.2(a) be amended to be more in line with the wording of Article 5.5.d(2) to allow more flexibility in the spacing of street trees and removal of street tree plantings near intersections. (See Attachment 3)

PART 6: PUBLIC HEARING

The Public Hearing took place July 15, 2023.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board recommended approval on July 27, 2023 (5-1).

PART 8: ATTACHMENTS

1. Text Amendment Application
2. Proposed Ordinance
3. HOAB Minutes

PART 9: STATEMENT OF CONSISTENCY – TA23-03

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA23-01, Planning Staff recommends approval based on consistency with policies EOS 4.1 and EOS 4.3 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest to amend the Zoning Ordinance because it will provide developers with multiple options to comply with the street tree guidelines of the Huntersville 2040 Community Plan as well as the intent of Article 7 of the Zoning Ordinance to continue to provide Huntersville with the benefits of a robust tree canopy while reducing maintenance impacts to the public right-of-way.	APPROVAL: L. Hallman made a Motion to recommend Approval of TA23-01 based on the amendment being consistent with policies EOS4.1, EOS4.3 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest to amend the Zoning Ordinance because it will provide developers with multiple options to comply with the street tree guidelines of the Huntersville 2040 Plan as well as the intent of Article 7 of the Zoning Ordinance, to continue to provide Huntersville with the benefits of a robust tree canopy while reducing maintenance impacts to the public right of way. C. Boyd seconded the motion. The motion passed 5-1.	APPROVAL: In considering the proposed amendment TA23-01, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...(Explain)
DENIAL: N/A	DENIAL: N/A	DENIAL: In considering the proposed amendment TA23-01, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because.... (Explain)



Text Amendment Application

Date of Application 01/30/2023

Fee

See Current Town of Huntersville Fee Schedule for Text Amendment to the Zoning/Subdivision Ordinance

Type of Change

☒ New Addition to text of Zoning Ordinance / Subdivision Ordinance / Other

☒ Revision/Modification to text of Zoning Ordinance / Subdivision Ordinance / Other

Description of Change

Proposed text amendment will affect the following:

Ordinance(s): See Attached Article(s): See Attached Section(s): See Attached

See Attached

Current Ordinance

See Attached

Proposed Text

Per Town Board and Staff discussion at 2022 Town Board Retreat

Reason for Proposed Change

Attach additional pages if needed.

NOTE: If the proposed text amendment effects property located along Hwy 73; is 2000 feet from an adjoining municipality, and/or the Mountain Island and Lake Norman Watersheds, additional peer review is required.

Applicant

Printed Name Town of Huntersville Planning Department

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

Signature Lauren Speight Date 01/30/2023

Title Lauren Speight, Sr. Planner Email LSPEIGHT@HUNTERSVILLE.ORG

Address of Applicant 105 Gilead Road, 3rd Floor

Property Owner (if different than applicant)

* Printed Name _____

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

Signature _____ Date _____

Title _____ Email _____

Address of Property Owner _____

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

Every owner of each parcel included in this application, or the owner (s) duly authorized agent, must sign this application. If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION. **If additional space is needed for signatures, attach the Town of Huntersville Signature Addendum Form.**

Contact Information

**Town of Huntersville
Planning Department**
PO Box 664
Huntersville, NC 28070

Phone: 704-875-7000
Fax: 704-875-6546
Physical Address: 105 Gilead Road, Third Floor, Huntersville, NC 28078
Website: <https://www.huntersville.org/228/Planning-Department>

Date Received By Planning Department: _____

Staff Initials: _____

**AN ORDINANCE TO AMEND ARTICLE 7, STREET TREE PLANTING STRIPS AND
SMALL MATURING YARD TREE OPTION**

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 7.7, Section 2 of the Zoning Ordinance is hereby amended by modifying the minimum width of planting strips located between the existing street and proposed sidewalk as follows:

2. Spacing and Location of Street Trees. Small maturing sStreet trees are required to be within a minimum 7-foot planting strip located between the existing street and proposed sidewalk **and large maturing street trees are required to be within a minimum 9-foot planting strip between the existing street and proposed sidewalk.**¹ Planting shall be provided as follows:

- a. Large maturing canopy trees shall be planted at a spacing not to exceed 40 feet on center except that spacing may be altered slightly to accommodate driveways.
- b. Small maturing “canopy –like” trees shall be planted 30 feet on center where existing overhead utility lines prohibit the use of large maturing canopy trees.
- c. For property located on a major or minor thoroughfare, excluding the Town Center (TC) zoning district, an additional row of street trees are required to be located behind the proposed sidewalk in a 10-foot landscape easement to be recorded on a plat of record prior to issuance of a building permits. The interior row of trees shall be staggered from the trees provided within the right-of-way.
- d. All street trees must be listed as an approved street tree on The Town of Huntersville Tree and Shrub List.

¹ For lots greater than 50 feet in width with a front build-to-area depth of greater than 40 feet, in lieu of providing a planting strip located between the existing street and proposed sidewalk, the development may provide a minimum 5-foot green zone and one front-yard tree in addition to the required supplemental landscaping provisions for residential lots in the following section.

Section 2. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 7.7, Section 3 of the Zoning Ordinance is hereby amended by modifying the permitted types of yard trees as follows:

Supplemental Landscaping Provisions for Residential Lot Trees.

1. **New Required Yard Trees.** In order to maintain or replenish the urban tree canopy in areas of new residential subdivision, except when located in the TOD-R zoning district, each lot shall provide canopy trees in accordance with the following schedule:

Lot Size	Required Number of Canopy Trees
Less than 10, 000 sq./ft.	1 Front yard, 1 Rear Yard

10,000 – 15,000 sq./ft.	1 Front yard, 2 Rear Yard
15,001 – 20,000 sq./ft	2 Front yard, 2 Rear Yard
More than 20,000 sq./ft.	3 Front yard, 3 Rear Yard

2. **Existing Trees.** The use of existing trees to satisfy this requirement is encouraged. Supplemental plantings may be required in the addition to native material. Existing canopy trees over 6” in caliper may be counted towards fulfilling this requirement. Required street trees may not be counted towards the fulfillment of this requirement.
3. **Location and Spacing.** All trees required within this section shall be planted within the private lot and must be spaced at a width sufficient to accommodate mature growth. **In cases where the front build-to range or setback is 25 feet or less, small-maturing trees may be permitted.** All trees shall be listed as an approved tree on *The Town of Huntersville Tree and Shrub List*.

Section 3. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 5.5, Elements of Street Design, d of the Zoning Ordinance is hereby amended as follows:

Tree-grates may be utilized for street trees; however, the grate-area may only count toward 1 foot of the “free and clear” (per ADA standards) sidewalk area. All other material placed at the base of street trees, other than concrete or asphalt, shall not count toward the minimum sidewalk width.

1. Street trees are required on both sides of all public streets except along the undeveloped side of residential-type streets adjacent to open space. Street Trees shall be located within a Green Zone, which is the space between the sidewalk and the back of curb or back of swale where no curb and gutter is present. Typically, Green Zones are a planting strip or hardscaped amenity zone, which serves as a buffer between pedestrians and vehicles. The Green Zone may include street trees and landscaping and often includes street furnishings and utilities. To encourage tree health, Green Zones shall be provided as follows:
 1. Curb and gutter section – 7 feet in width (minimum **for small maturing street trees), 9 feet in width (minimum for large maturing street trees) per Article 7;**
 2. Ditch section – 6 feet minimum outside the swale;
 3. Industrial Streets – 10 feet in width;
 4. Alleys – not required.
2. Generally, street trees shall be planted at a spacing not to exceed 40 feet on center, ~~and shall be a large-maturing type (see Town of Huntersville Approved Tree and Shrub List).~~ Where overhead utility lines preclude the use of large-maturing street trees, small-maturing street trees may be substituted, planted 30 feet on center. Street tree spacing may be “field-adjusted” for driveways or utilities **and to comply with the Town of**

Huntersville Engineering Standards and Procedures Manual, but should generally maintain uniform spacing. Street trees should not be planted within 40 feet of the radius return of an intersection.

Section 4. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 12.2.1, General Definitions, of the Zoning Ordinance is hereby amended as follows:

Yard Tree, Required. A tree or trees required to be planted in the front or rear yard of a lot to satisfy the requirements of Article 7 of the Zoning Ordinance.

Section 5. This ordinance shall become effective upon adoption.

HUNTERSVILLE ORDINANCE ADVISORY BOARD: 4/6/2023

PUBLIC HEARING DATE: July 17, 2023

PLANNING BOARD MEETING: July 25, 2023

TOWN BOARD DECISION: August 21, 2023

Minutes of the Town of Huntersville Ordinance Advisory Board

The Town of Huntersville Ordinance Advisory Board met in person at 3:30 p.m. on Thursday, April 6, 2023.

Call to Order/Roll Call

Chairman Hallman called the meeting to order at 3:30 pm.

Voting Members Present: A. Hallman, K. Jones, M. Jones, H. Whittaker, J. Palillo (arriving at 3:33 p.m.), S. Harrington, M. Pollard, and F. Gammon

Voting Members Absent: J. Kluttz

Non-Voting Members Present: Commissioner Munger, J. Simoneau, T. Barron, E. Sloop, and J. Glass

Non-Voting Members Absent: None

Approval of Minutes

Item 2A. Consider approval of the March 2, 2023, Regular Meeting Minutes

Motion: M. Jones made a Motion to Approve the amended March 2, 2023, minutes with the comments added to include that the Board did not receive all material information on Agenda Item 4A which was the reason he voted against that item. K. Jones seconded the motion.

Vote: The motion passed unanimously (7-0).

Public Comments

No public comments.

Action Agenda

Item 4A: Consider a recommendation on petition #TA23-01, a request by the Huntersville Planning Department for a text amendment to Article 7, Part A: Landscaping altering the spacing and location of required street trees and providing greater flexibility for the types of supplemental residential lot trees.

L. Speight, Senior Planner reviewed the three sections of the proposed amendment as included in the attached exhibits.

F. Gammon asked why last installation guarantee was not required. Staff provided the example of major subdivisions and indicated that we would not want to prevent a certificate of occupancy being issued for a home if the developer elects to install all their street trees at the completion of development just prior to handing the streets over to the town.

M. Jones commented that the request to review this text amendment was due to the high cost of sidewalk repairs. He then asked if there has been an analysis to identify how the proposed amendments would create that effect. Staff responded that the Planning Department has

researched how municipalities have mitigated damage and the larger planting strips are the approach taken versus eliminating trees to mitigate the damage.

M. Jones asked if existing streets die or are cut down, could the tree be replaced with something that does create further damage. Staff responded that the department is currently working with an arborist to identify recommended replacement of trees that are dead, diseased, or dying so that the same damage does not occur and to reduce issues with monoculture.

M. Jones asked if there is a meeting of the minds between Planning and Public Works on how to best address this issue. S. Trott, Director of Engineering commented that the more room you can provide and the further the tree is from the sidewalk, the better the results are and less potential maintenance.

S. Trott shared a sample of a site plan to demonstrate the types of utility lines, trees, streetlights, and driveways that occur within or between planting strips.

J. Palillo asked if a better option would be to make one street tree per lot regardless of lot size, widen the planning strip, and make sure the house setback is sufficient so that when you park in the driveway the vehicle does not overlap the sidewalk. Staff replied that using the current method for spacing street trees provides the result of an average of one tree per lot by the time you remove stormwater inlets, streetlights, driveways, etc. Staff also shared the efforts being done to work with an arborist and identify local non-invasive small trees that would be suitable for minimum root sizes, deep tap roots to increase survivability and minimize damage as the trees mature.

H. Whittaker commented that he is concerned about putting the street tree on private property and asked if the trees convey with the deed to the new owner. Staff confirmed that it does convey, and the homeowner is responsible for maintaining and replacing the tree.

S. Harrington asked why a 7-foot planting strip width is proposed if wider has been determined as better. Staff responded that the 7-foot width is included because it is the current zoning requirement and developers would be allowed to pick the width based on the type of trees that would be planted.

J. Palillo commented that the Town may be better off recommended eliminating the 5-foot option so that government does not have to manage telling the homeowner that they have to install the street tree in their yard and

Motion: F. Gammon made a Motion to Approve TA23-01 to move forward for public hearing, Planning Board and Town Board recommendation and decision with the following text changes and considerations. Text change 1) Article 7.7.3 c be changed to read, "in cases where the front built-to range or setback is 20 feet or less be changed to 25 feet or less. Small maturing trees may be permitted." Text change 2) In article 7.7.3 c (a) be changed from 'new trees' to 'yard

trees.’ Recommendation #3 that a definition of yard trees to the Zoning Ordinance Article 12 Definitions be added. Recommendation #4 that the reference note for lots greater than 50 feet in width with the front build to depth of greater Be deleted. And that the following items be considered, #1) The wording of proposed draft text of Article 7.7.2(a) be amended to be more in line with the wording of Article 5.5.d(2) to allow more flexibility in the spacing of street trees and removal of street tree plantings near intersections. H. Whittaker seconded the motion.

F. Gammon commented that he agrees with J. Palillo’s comments, and he would prefer to be responsible for the tree on the street based on the homeowner’s association determination then putting another tree in his yard.

H. Whittaker commented that the concerns of Engineering and Public Works have not been addressed and if the discussion with the arborist will be sufficient to identify tree varieties that do not go wide or deep in root growth. Staff commented that based on conversations with other municipalities experience the arborist will consider the species and planting location of the trees whether that is the street or the yard, in addition to where the utilities are placed to determine where the trees should be planted.

J. Palillo commented that all maintenance issues cannot be avoided but should be reduced through the actions being taken. He then asked if stormwater and utility interference is as large of an issue as the sidewalk damage. K. Fox, Director of Public Works shared that since the Town is not responsible for those repairs, we are not sure how often they are happening but we do know that they happen because these repairs can require sidewalk removal. The sidewalk buckles and trip hazards are the greatest liability and expense that the Town is aware of and looking to address.

Commissioner Munger asked if Staff agreed that the motion would significantly or at least moderately have an impact of expenses related to sidewalk repair and have a negligible impact on any other utilities. K. Fox, Director of Public Works commented that to the best of his knowledge the proposal to lessen the root ball and root spread and widen the planting strip is better than what we currently have. In his opinion the best option is to put trees in yards, but this has a potential to lessen the impact moving forward. This motion is a move in the right direction and only time will tell if it is addressing the issues enough, but it is a good start.

F. Gammon commented that the motion will largely address future development and reduce those issues. Allowing existing street trees to be replaced with small maturing trees seems to be the only part that will help reduce the current issues.

H. Whittaker asked if it would be better to do away with a large tree option and only use small maturing trees for street trees. Staff commented that the option for a large maturing tree seems to be the preference because when done correctly it can create a very majestic result.

J. Palillo presented the concept of a 5-foot planting strip, 5-foot sidewalk, and 5-foot right-of-way with the tree planted at the 15-foot mark so it is on the border of the right-of-way and

yard. Now the tree is pushed 15 feet from the curb. Use the same total width that is currently being proposed but divide it up differently to allow the tree to be placed further from the curb and sidewalk and create the canopy over the sidewalk area. Staff commented that they will take this into consideration.

Vote: The motion passed unanimously (8-0).

Item 4B: Consider recommendation on petition #TA23-03 Minor Subdivision Changes, a request by the Town of Huntersville Planning Department for a text amendment to Article 2 Definitions: "Subdivision, Minor" to cap the amount of lots allowed within a minor subdivision and to Article 7.5 "Buffer Yards" to require buffers for minor subdivisions located within the R and TR zoning districts.

N. Farber, Planner II presented the proposed amendment as included in the attached exhibits. The proposed amendment would limit minor subdivisions to a maximum of 5 lots in all zoning districts. The goal of this amendment is to reduce large scale minor subdivisions which can strip out the length of the roads and remove a large quantity of trees and extend curb cuts for driveways. Additionally, a 10-foot buffer would be proposed to provide a separation for minor subdivisions within the Rural (R) and Transitional Residential (TR) zoning districts to assist with the maintain the rural nature of these areas.

M. Jones discussed the current density and open space requirements of R and TR zoning districts and commented that he does not see the need to buffer residential from residential which can increase untaxed property and affect housing affordability. Staff responded that the open space requirement is up to 45% and often times minor subdivisions do not get anywhere near that. The buffer requirement would allow existing vegetation or trees to protect existing adjacent neighbors.

J. Palillo asked why the responsibility to buffer does not fall on the existing land owners to buffer themselves versus the developer to buffer when developing the land. Staff responded that in the example shown here land is not always developed at the same time or under the same ordinances. In this case buffers were not required when the existing land was developed.

Motion: K. Jones made a Motion to Approve TA23-03 Minor Subdivision changes a request by the Town Planning Department for a text amendment to Article 12 definitions, subdivision, minor to cap the amount of lots allowed within a minor subdivision and to Article 7.5 buffer yards to require buffers for minor subdivisions located within the R and TR zoning districts as written by staff. F. Gammon seconded the motion.

Vote: The motion passed (7-1) with M. Jones opposed.

Item 4C: Consider recommendation on petition #TA23-04, a request by the Huntersville Planning Department for text amendment to Article 9.54 Solar Energy Facilities to clean up the language.

N. Farber, Planner II presented the proposed amendment as included in the attached exhibits. Staff mentioned that the previous amendment TA22-06 brought the solar requirements in compliance with NC State Statute 160d changes. This amendment would address the definition of major and minor solar facilities.

F. Gammon asked if a developer built a green development and installed a major solar farm to provide that development with power, how would the ordinances apply? Staff responded if it is a separate facility on a separate parcel then it would be considered a major solar farm. If it was installed as an accessory use on each parcel, then it would not.

J. Palillo asked how parking lot shelters with solar panels on the roof are addressed. Staff stated that they would be considered an accessory use.

Motion: M. Jones made a motion to Approve TA23-04 with the following changes, part C. 1. delete reference to general statute in the section under non-residential property because that statute only applies to residential and in section C.3. replace the word slope with surfaces. J. Palillo seconded the motion.

E. Sloop responded that the general statute reference in part C.1. are appropriate because we want the same location limitations to apply as there is no limitation to how the non-residential can be regulated. F. Gammon commented that the goal is to make the regulation mirror the statute. E. Sloop recommended removal of the language, 'pursuant to.'

Amendment: F. Gammon proposed an amendment to the motion for staff to study and resolve the use of the general statute in part C.1. M. Jones and J. Palillo accepted the amendment.

Vote: The motion passed unanimously (8-0)

Other Business

No other business.

Adjourn

Motion: F. Gammon made a Motion to Adjourn. S. Harrington seconded the motion.

Vote: The motion passed unanimously (8-0).

Approved this ____ day of _____ 2023.

Chairman or Vice Chairman

Board Secretary

**Town of Huntersville
Town Board
August 21, 2023**

To: Town Board

From: Emily Sloop, Town Attorney
David Lucore, Electric System Manager

Date: August 21, 2023

Subject: Municipal Power Agency No. 1 (NCMPA 1) and Central Electric Power Cooperative Power Purchase Agreement Ordinance

EXPLAIN REQUEST:

The Board of Directors of the North Carolina Municipal Power Agency Number 1 (NCMPA 1) issued a Letter of Intent and authorized by resolution:

1. The execution of a Power Purchase Agreement (PPA) between NCMPA 1 and Central Electric Power Cooperative, Inc. (Central) pursuant to which NCMPA 1 will sell and Central will purchase nuclear capacity and energy with a portion of NCMPA 1's ownership and contractual interest in the Catawba Nuclear Project; and
2. An amendment to the Power Sales Agreement entered into between NCMPA 1 and member municipalities, including Huntersville, in 1978 that will allow for the terms of the PPA; and
3. The execution of Agreements Regarding the Purchase and Sale of Excess Participants' Share of Project Output (Excess Participant's Share Agreement) to be executed by member municipalities

This ordinance, if adopted (adoption on first date of introduction requires 2/3rds vote of entire Board), directs the Town's approval of the three above-listed documents.

ACTION RECOMMENDED:

Approval

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Power Purchase Agreement Ordinance
2. Letter of Intent, Resolutions, and Economic Analysis

3. Power Purchase Agreement
4. North Carolina Municipal Power Agency Number 1 - Agreement No 3
5. Excess Participant Share Agreement

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS
OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA
DETERMINING THAT IT IS IN THE BEST INTERESTS OF
THE TOWN OF HUNTERSVILLE TO APPROVE THE
POWER PURCHASE AGREEMENT BY AND BETWEEN
NORTH CAROLINA MUNICIPAL POWER AGENCY NO. 1
AND CENTRAL ELECTRIC POWER COOPERATIVE,
INC., TO CONSENT TO THE TRANSACTIONS
CONTEMPLATED THEREBY, AND TO APPROVE AND
AUTHORIZE THE EXECUTION AND DELIVERY OF,
AMONG OTHER DOCUMENTS, AN AMENDMENT TO
THE PROJECT POWER SALES AGREEMENT WITH
NORTH CAROLINA MUNICIPAL POWER AGENCY
NUMBER 1**

WHEREAS, the Town of Huntersville (the "Municipality") and North Carolina Municipal Power Agency Number 1 ("Power Agency") entered into a Project Power Sales Agreement, Catawba Nuclear Project (the "Power Sales Agreement"), dated as of the first day of May, 1978, pursuant to which Power Agency provides, or causes to be provided, the Municipality with power and energy from the Catawba Project; and

WHEREAS, the Board of Directors of Power Agency, on May 25, 2023, adopted (i) Resolution BDR-4-23 (the "Resolution"), which, among other things, approves and authorizes the execution and delivery of a Power Purchase Agreement (the "PPA") between the Power Agency and Central Electric Power Cooperative, Inc. ("Central") pursuant to which Power Agency will sell and Central will purchase nuclear capacity and energy associated with a portion of Power Agency's ownership and contractual interest in the Catawba Project, (ii) Resolution BDR-5-23 authorizing Power Agency to execute and deliver to each Participant an amendment to the Power Sales Agreement to give effect to the transactions contemplated by the PPA ("Amendment Agreement No. 3"), and, on July 28, 2023, adopted (iii) Resolution BDR-9-23 authorizing Power Agency to execute and deliver to each Participant the Agreement Regarding the Purchase and Sale

of Excess Participant's Share of Project Output ("Excess Participant's Share Agreement") and a Letter of Intent Regarding the Sizing of Participant's Shares of Catawba (Post 2023) (the "Letter of Intent") and to take such actions as are necessary, advisable or convenient to obtain the consent of each Participant to, and the approval of each Participant of, the consummation of the transactions contemplated by the PPA, and Amendment Agreement No. 3; and

WHEREAS, Power Agency has caused GDS Associates, Inc., Power Agency's Consulting Engineer, to prepare an economic analysis of the projected impact of the transactions contemplated by the PPA on Power Agency's wholesale power costs and proposed full requirements wholesale rates (the "Economic Analysis"); and

WHEREAS, Power Agency has caused to be furnished to the Municipality each of the following: (i) the PPA, (ii) Resolution BDR-4-23, (iii) Resolution BDR-5-23, (iv) Resolution BDR-9-23, (v) an executed Amendment Agreement No. 3, dated as of July 28, 2023, (vi) an executed Excess Participant's Share Agreement, dated as of July 28, 2023, (vii) a copy of the Letter of Intent, and (viii) the Economic Analysis; and

WHEREAS, the Board of Commissioners of the Municipality (the "Governing Body") has taken into consideration the benefits which might be achieved by (i) approving the transactions contemplated by the PPA, and (ii) approving, executing and delivering Amendment Agreement No. 3 and the Excess Participant's Share Agreement.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Commissioners of the Town of Huntersville:

1. After due consideration to the contents of each of the preambles set forth above and to each of the documents referred to in such preambles, the Governing Body

hereby finds and determines that it is in the best interests of the Municipality (i) to consent to and approve the consummation of the transactions contemplated by the PPA, and the same is hereby consented to and approved, and (ii) to enter into Amendment Agreement No. 3 and the Excess Participant's Share Agreement.

2. The Governing Body hereby authorizes and directs that Amendment Agreement No. 3 and the Excess Participant's Share Agreement be executed for and on behalf of the Municipality by the Mayor and Clerk, sealed with the seal of the Municipality and delivered to the Power Agency in the form and substance of Amendment Agreement No. 3 and the Excess Participant's Share Agreement presented at this meeting.

3. The Governing Body hereby directs the Clerk to furnish or cause to be furnished to Power Agency a certified copy of this ordinance together with the executed Amendment Agreement No. 3.

4. The Governing Body hereby directs the Clerk to file with the minutes of this meeting (i) the PPA, (ii) Resolution BDR-4-23, (iii) Resolution BDR-5-23, (iv) Resolution BDR-9-23, (v) the proposed Amendment Agreement No. 3, (vi) the proposed Excess Participant's Share Agreement, (vii) the copy of the Letter of Intent, and (viii) the Economic Analysis as presented and available at this meeting.

5. This Ordinance shall become effective upon its adoption.

ADOPTED this _____ day of _____, 2023.

Mayor

NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1

LETTER OF INTENT REGARDING THE SIZING OF PARTICIPANT'S SHARES OF CATAWBA (POST 2032)

THIS LETTER OF INTENT REGARDING THE SIZING OF PARTICIPANT'S SHARES OF CATAWBA (POST 2032) is dated as of the 31st day of July, 2023, and sets forth North Carolina Municipal Power Agency Number 1's ("Power Agency") present intention regarding the basis for establishing Participant's Shares in connection with offering new project power sales agreements ("ppsa") to Power Agency's members to be effective January 1, 2033, upon expiration of Power Agency's existing Project Power Sales Agreements.

Background

Since 1983, Power Agency has sold All Requirements Bulk Power Supply to its nineteen (19) Participants pursuant to two separate power sales agreements, the Project Power Sales Agreement ("PPSA") related to the Catawba Project and the Supplemental Power Sales Agreement ("SPSA"). The PPSA sets forth the "take-or-pay" obligation of each Participant for the purchase of entitlements to output from Power Agency's ownership in the Catawba Project. Each PPSA terminates effective January 1, 2033 (50 years from January 1, 1983, which was the estimated date of commercial operation of Catawba Unit 2). The SPSA provides for the purchase and sale of All Requirements Bulk Power Supply on a "take-and-pay" basis by (i) integrating the Catawba Project with Power Agency's portfolio of supplemental and backstand resources and (ii) making provisions for transmission, load following, and other ancillary services necessary to deliver power to the Participants' delivery points. Such all requirements service is sold pursuant to appropriate "load-based" rates and charges established by Power Agency. The SPSAs are set to terminate on May 1, 2028 (50 years from its May 1, 1978, effective date).

Given that Power Agency's Catawba Project is licensed to operate well beyond 2032¹ and that Power Agency has committed supplemental power resources that extend past May 1, 2028, it has been and continues to be Power Agency's intention to offer to the Participants new power sales agreements (both Catawba Project and Supplemental) beyond their current termination dates. Participants will have the option to enter into new supplemental agreement that would start on May 1, 2028, as well as new Catawba Project agreements (i.e., ppsa) that would commence on January 1, 2033.

Power Agency's Participants' Participant's Shares under their respective existing PPSAs were established in the late 1970s based on the load of each Participant at that time. In a number of cases, those Participant's Shares are not representative of the Participants' relative current load levels (i.e., Load Ratio Shares) that have resulted from a wide range of load growth patterns among the Participants over the last 50 years.

Table 1 below illustrates the disparities between the Participants' Participant's Shares specified in the existing PPSAs and the current "Load Ratio Share" measure. The representative

¹ Catawba's operating license currently extends through December 5, 2043.

load ratio share that Power Agency uses for purposes of the Allocated Demand component of its All Requirements Wholesale Rate Schedule is based on an equal weighting of monthly non-coincident peak demands and billing energies over a historical 5-year period (“Allocated Demand” percentages).

Table 1

	Participant Shares under Existing PPSAs	Current Load Ratio Shares (the basis for Allocated Demands effective 7-1-23)
Participant	(%)	(%)
Albemarle	7.6%	6.1%
Bostic	0.1%	0.0%
Cherryville	1.6%	1.0%
Cornelius	0.4%	1.2%
Drexel	0.5%	0.4%
Gastonia	17.1%	13.4%
Granite Falls	0.9%	1.2%
High Point	19.0%	23.9%
Huntersville	0.6%	4.9%
Landis	1.1%	1.0%
Lexington	12.9%	8.6%
Lincolnton	1.6%	1.3%
Maiden	1.3%	1.5%
Monroe	10.0%	12.4%
Morganton	6.7%	5.7%
Newton	2.1%	3.0%
Pineville	0.5%	2.3%
Shelby	6.0%	3.5%
Statesville	9.9%	8.8%
Agency Total	100.0%	100.0%

The proposed 150 MW sale of Catawba Project output (18%) to Central Electric Power Cooperative, Inc. (“Central”) will effectively limit the aggregate Participants’ entitlement to Power Agency’s Catawba Project output to 82% over the remaining operating life of the Catawba Project. In connection with that sale, the Participants have requested that Power Agency set forth a non-binding commitment relative to the basis for new member entitlements (or shares) of the Catawba Project Output that would be incorporated into the proposed new ppsa, effective on January 1, 2033.

Power Agency Commitment

In order to provide Participants some certainty relative to considering their future power supply options, specifically as it relates to consenting to Power Agency's proposed sale of 18% of its Catawba Project output to Central, Power Agency commits to propose certain principles in connection with the offering of the new ppsa that would replace the existing PPSAs on January 1, 2033.

Power Agency's commitment, regarding the new ppsa, is to propose calculating new Participant's Shares that reflect the actual Load Ratio Shares of the Participants, based on the same methodology used to compute Allocated Demands under Power Agency's All Requirements Wholesale Rate Schedule. The methodology to compute Load Ratio Share, as reflected in Power Agency's Wholesale Rate Schedule, is as follows:

"Load Ratio Share" means, with respect to the Participant, a 50/50 weighting of the following two percentages:

- (1) the percentage that is equal to the sum of the Participant's Monthly Non-Coincident Peak Demand during the previous five (5) years divided by the sum of all Participants' Monthly Non-Coincident Peak Demands during the same five (5) years; and
- (2) the percentage that is equal to the sum of the Participant's Monthly Energy during the previous five (5) years divided by the sum of all Participants' Monthly Energy during the same five (5) years.

For purposes of these percentages, demand and energy values shall be reduced by SEPA allocations.

Power Agency's commitment to propose computing Participant's Shares under the new ppsa also would include the practice of updating each Participant's Load Ratio Share annually (based on the most recent 5 years of historical actual loads), which is consistent with the current Allocated Demand methodology utilized under Power Agency's All Requirements Wholesale Rate Schedule, with one exception. That exception is related to Power Agency's practice of implementing annual changes in Allocated Demand, effective July 1 of each year, utilizing load data from the previous five calendar years. For purposes of assigning Participant's Shares for each calendar year starting in the year 2033, the Load Ratio Share calculation would be based on the 5-year (60 month) period ending July 1 of the prior year.

Table 2 below shows the current Load Ratio Shares (used in the current Allocated Demand calculation that will become effective July 1, 2023) as well as the projected Load Ratio Shares that would form the basis of the proposed Participant Shares in 2033 based on Power Agency's current load forecast.² The Load Ratio Share percentage increases and decreases shown over the 10-year period reflect the relative projected loads of the 19 Participants. Table 2 also shows the allocation

² These projected Load Ratio Shares are shown for illustration only and are based on Power Agency's demands and energy forecasts of each of the Participants. Assuming all 19 Participants execute the new ppsa that would become effective January 1, 2033, actual Load Ratio Shares applicable to the year 2033 under the approach Power Agency commits to propose would be based on actual demands and energy consumption over the prior 5-year period (July 1, 2027 through June 30, 2032).

of Catawba Project capacity (i.e., the Participant Share of output entitlement) after the proposed sale to Central, based upon such projected Load Ratio Shares.

Table 2

	Current Load Ratio Shares (the basis for Allocated Demands effective 7-1-23)	Projected Load Ratio Shares Effective 1-1-2033*	Allocated Catawba Capacity After Sale to Central
Participant	(%)	(%)	(MW)
Albemarle	6.1%	5.8%	39.3
Bostic	0.0%	0.0%	0.2
Cherryville	1.0%	0.9%	5.8
Cornelius	1.2%	1.1%	7.5
Drexel	0.4%	0.3%	2.1
Gastonia	13.4%	13.3%	90.5
Granite Falls	1.2%	1.1%	7.4
High Point	23.9%	22.4%	152.4
Huntersville	4.9%	5.9%	39.9
Landis	1.0%	0.9%	6.0
Lexington	8.6%	7.6%	52.1
Lincolnton	1.3%	1.1%	7.6
Maiden	1.5%	1.3%	9.0
Monroe	12.4%	15.9%	108.4
Morganton	5.7%	5.3%	36.0
Newton	3.0%	2.8%	19.2
Pineville	2.3%	3.0%	20.2
Shelby	3.5%	3.1%	21.3
Statesville	8.8%	8.3%	56.7
Agency Total	100.0%	100.0%	681.5

*** Based on forecasted loads during prior 5-year period.**

By committing to a “rolling” Load Ratio Share based Participant’s Share of the Catawba Project starting in 2033 and continuing over the remaining life of the Catawba Project, Participants can be assured that their entitlement to the Catawba Project baseload output and associated cost responsibilities will continue to be aligned with their baseload needs.

Power Agency Approval

The foregoing commitment by Power Agency was approved and its execution and delivery authorized by Power Agency’s Board of Commissioners and Board of Directors, by resolutions adopted on July 25th, 2023, and July 28th, 2023, respectively.

Executed this ____ day of _____, 2023.

NORTH CAROLINA MUNICIPAL
POWER AGENCY NUMBER 1

By: _____
Chief Executive Officer

Attest:

Assistant Secretary

(SEAL)

Certificate as to Resolution

I, F. Timothy Tunis, Assistant Secretary-Treasurer of the Board of Directors (the Board") of North Carolina Municipal Power Agency Number 1 ("Power Agency"), hereby certify that: I am charged with the duty of keeping and have custody of the minutes and official records of the Board; attached hereto is a full, true and complete copy of Resolution No. BDR-4-23, duly adopted by said Board on May 25, 2023 (the "Resolution"), which Resolution has not been amended, modified, superseded or repealed and is in full force and effect as of the date hereof.

I further certify that the meeting at which the Resolution was adopted was duly called and regularly assembled in accordance with applicable North Carolina law including, without limitation, any open meetings laws of the State.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Power Agency this 1st day of June, 2023.

[SEAL]

Attachment Resolution No. BDR-4-23




F. Timothy Tunis
Assistant Secretary-Treasurer

**NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1
BOARD OF DIRECTORS
RESOLUTION NO. BDR-4-23**

**RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF
POWER PURCHASE AGREEMENT
BETWEEN
NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1
AND
CENTRAL ELECTRIC POWER COOPERATIVE, INC.**

WHEREAS, pursuant to a motion made, seconded and approved at a meeting of the Board of Directors on November 18, 2023 (the "Authorizing Motion"), the Board of Directors authorized the staff of North Carolina Municipal Power Agency Number 1 ("Power Agency") to negotiate a Power Purchase Agreement with Central Electric Power Cooperative, Inc. ("Central") pursuant to which Power Agency would sell and Central would acquire nuclear capacity and energy associated with a portion of Power Agency's ownership and contractual interest in the Catawba Project (the "Contract Capacity and Energy"); and

WHEREAS, pursuant to the Authorizing Motion, the staff and agents of Power Agency have been negotiating and have reached agreement on the terms and conditions of a Power Purchase Agreement (the "PPA") with Central pursuant to which Power Agency will sell and Central will acquire the Contract Capacity and Energy; and

WHEREAS, a copy of the PPA, in the form negotiated by the staff and agents of Power Agency and representatives of Central, has been provided to the members of the Board for their review; and

WHEREAS, the staff of Power Agency recommends that the Board approve and authorize the execution of the PPA,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
DIRECTORS OF NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1:**

Section 1. **Power Purchase Agreement.** Power Agency hereby approves and authorizes the execution of the PPA by Roy L. Jones, Chief Executive Officer ("CEO"), or his designee, and the delivery thereof to Central, substantially in the form of the "Power Purchase Agreement" presented to this meeting, with such changes and additions to and omissions from said form as the CEO, or his designee, after consultation with counsel to Power Agency, shall approve as necessary or appropriate, such execution and delivery to be conclusive evidence of such approval and consultation.

Section 2. **Delivery and Further Authority.** The CEO, or his designee, is hereby authorized to (i) deliver the PPA to Central, (ii) carry out or cause to be carried out the obligations of Power Agency under the PPA, subject to Section 1 of this Resolution, and (iii) otherwise carry out the transactions contemplated by the PPA and this Resolution.

Section 3. **Ratification.** All action taken prior to the adoption of this Resolution by the officers, employees and agents of Power Agency relating to the transactions contemplated by the PPA and this Resolution are hereby ratified and confirmed.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

Adopted this 25th day of May, 2023.


Chairman

ATTEST:


Secretary

Note: This item will be discussed in Closed Session. Any votes taken on this item will be taken in Open Session.

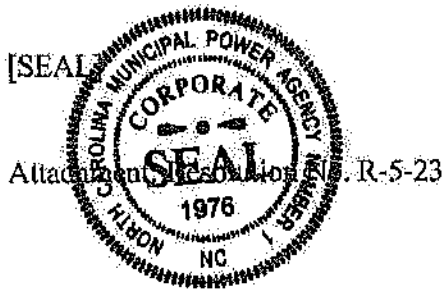
Certificate as to Resolution

I, F. Timothy Tunis, Assistant Secretary-Treasurer of the Board of Directors (the Board") of North Carolina Municipal Power Agency Number 1 ("Power Agency"), hereby certify that: I am charged with the duty of keeping and have custody of the minutes and official records of the Board; attached hereto is a full, true and complete copy of Resolution No. BDR-5-23, duly adopted by said Board on May 25, 2023 (the "Resolution"), which Resolution has not been amended, modified, superseded or repealed and is in full force and effect as of the date hereof.

I further certify that the meeting at which the Resolution was adopted was duly called and regularly assembled in accordance with applicable North Carolina law including, without limitation, any open meetings laws of the State.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Power Agency this 1st day of June, 2023.

[SEAL]



Attached hereto is Resolution No. R-5-23


F. Timothy Tunis
Assistant Secretary-Treasurer

NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1

BOARD OF DIRECTORS

RESOLUTION NO. BDR-5-23

**A RESOLUTION AUTHORIZING
THE EXECUTION AND DELIVERY OF
AMENDMENT AGREEMENT NO. 3 TO PROJECT POWER SALES
AGREEMENT, CATAWBA NUCLEAR PROJECT,
AND RELATING TO OTHER MATTERS IN CONNECTION
WITH THE FOREGOING**

WHEREAS, North Carolina Municipal Power Agency Number 1 ("Power Agency") intends to enter into a Power Purchase Agreement (as the same may be supplemented and amended, the "PPA") with Central Electric Power Cooperative, Inc. (including successors and permitted assigns, "Central"), pursuant to which Power Agency has agreed to sell and transfer, and Central has agreed to purchase and pay for, nuclear capacity and energy associated with a portion of Power Agency's ownership and contractual interest in the Catawba Project (the "Contract Capacity and Energy"); and

WHEREAS, Power Agency's and Central's respective obligations set forth in the PPA are conditioned, among other things, upon (i) the execution by each of Power Agency's Participants of an amendment to its Project Power Sales Agreement, Catawba Project ("Amendment Agreement No. 3"), and (ii) the receipt by Power Agency of the unanimous consent of its Participants to, and approval of, (a) the consummation of the transactions contemplated by the PPA, and (b) such other documents or agreements as may be necessary to effect or implement the PPA; and

WHEREAS, Power Agency has caused GDS Associates, Inc., Power Agency's Consulting Engineer, to prepare an economic analysis of the projected financial impact of the transactions contemplated by the PPA on Power Agency's wholesale power costs and associated full requirements wholesale rates that was presented to the Board of Directors on April 21, 2023 (the "Economic Analysis"); and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF POWER AGENCY:

1. It is hereby found and determined that it is in the best interests of Power Agency to enter into Amendment Agreement No. 3 a copy of which is attached to this resolution. The Board hereby authorizes and directs the Chief Executive Officer and an Assistant Secretary to execute for and on behalf of Power Agency Amendment Agreement No. 3 substantially in the form and substance of the proposed Amendment Agreement No. 3, with such additions, changes, deletions, or modifications thereto as, after consultation with counsel and upon approval of the Chairman and Chief Executive Officer, may be necessary, advisable or convenient, in the name and on behalf

of Power Agency and thereupon to cause such Amendment Agreement No. 3 to be delivered to Power Agency's Participants with the recommendation of this Board of Directors that it be approved and executed by the Participants.

2. The execution of the Amendment Agreement No. 3 by the Chief Executive Officer and an Assistant Secretary shall constitute conclusive evidence of such consultation with counsel and final approval by both the Chairman and Chief Executive Officer of any and all changes or revisions therein from the forms thereof presented to this meeting.

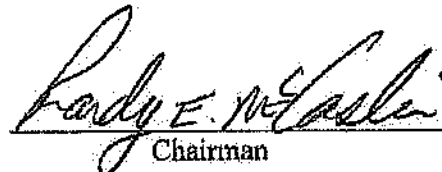
3. This Board hereby authorizes and directs its proper officers, counsel, employees and agents to execute such documents or take such action as upon the advice of counsel shall be necessary, advisable or convenient to (i) obtain the unanimous consent of Power Agency's Participants to, and approval of, (a) the consummation of the transactions contemplated by the PPA, (b) Amendment Agreement No. 3, and (c) such other documents or agreements as may be necessary to effect or implement (a), (b) or (c), and (ii) to effectuate the sale and purchase of Contract Capacity and Energy as contemplated by the PPA, and (iii) to carry out the other transactions contemplated by this Resolution.

4. This Board hereby directs the Chief Executive Officer to cause to be furnished to each member of Power Agency a copy of each of the following: (i) this Resolution, (ii) the PPA, (iii) execution and work copies of Amendment Agreement No. 3, and (iv) the Economic Analysis.

5. This Board hereby directs its Secretary to file with the minutes of this meeting each of the documents referred to in clauses (i) through (iv) of paragraph 4 hereof as presented and available at this meeting.

6. This Resolution shall take effect upon its adoption.

ADOPTED this 25th day of May, 2023.


Chairman

ATTEST:


Secretary

Note: This item will be discussed in Closed Session. Any votes taken on this item will be taken in Open Session.

Certificate as to Resolution

I, F. Timothy Tunis, Assistant Secretary-Treasurer of the Board of Directors (the Board") of North Carolina Municipal Power Agency Number 1 ("Power Agency"), hereby certify that: I am charged with the duty of keeping and have custody of the minutes and official records of the Board; attached hereto is a full, true and complete copy of Resolution No. BDR-9-23, duly adopted by said Board on July 28, 2023 (the "Resolution"), which Resolution has not been amended, modified, superseded or repealed and is in full force and effect as of the date hereof.

I further certify that the meeting at which the Resolution was adopted was duly called and regularly assembled in accordance with applicable North Carolina law including, without limitation, any open meetings laws of the State.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Power Agency this 28th day of July, 2023.

[SEAL]




F. Timothy Tunis
Assistant Secretary-Treasurer

Attachment: Resolution No. BDR-9-23

NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1

BOARD OF DIRECTORS

RESOLUTION BDR-9-23

**A RESOLUTION AUTHORIZING
THE EXECUTION AND DELIVERY OF
AGREEMENT REGARDING THE SALE AND PURCHASE OF EXCESS
PARTICIPANT'S SHARE OF PROJECT OUTPUT, LETTER OF INTENT
REGARDING THE SIZING OF PARTICIPANT'S SHARES OF CATAWBA (POST
2032), AND RELATING TO OTHER MATTERS IN CONNECTION
WITH THE FOREGOING**

WHEREAS, pursuant to Resolution BDR-4-2023, adopted on May 25, 2023, the Board of Directors approved and authorized the execution of a Power Purchase Agreement (as the same may be supplemented and amended, the "PPA") between North Carolina Municipal Power Agency Number 1 ("Power Agency") and Central Electric Power Cooperative, Inc. (including successors and permitted assigns, "Central"), pursuant to which Power Agency has agreed to sell and transfer, and Central has agreed to purchase and pay for, nuclear capacity and energy associated with a portion of Power Agency's ownership and contractual interest in the Catawba Project ("Contract Capacity and Energy"); and

WHEREAS, Power Agency's and Central's respective obligations set forth in the PPA are conditioned, among other things, upon (i) the execution by each of Power Agency's Participants of an amendment to its Project Power Sales Agreement, Catawba Project ("Amendment Agreement No. 3"), and (ii) the receipt by Power Agency of the unanimous consent of its Participants to, and approval of, (a) the consummation of the transactions contemplated by the PPA, and (b) such other documents or agreements as may be necessary to effect or implement the PPA; and

WHEREAS, the City of Monroe has raised certain concerns about the impact of the PPA on the Participants' Participant's Shares and the continued policy of the Participants' receiving and paying for an amount of Project Output, pursuant to Power Agency's All Requirements Wholesale Rate Schedule, essentially equal to their load ratio share of Power Agency's total load, as opposed to their Participant's Shares set forth in their Project Power Sales Agreement, Catawba Project; and

WHEREAS, as a result of and in an effort to address the foregoing concerns, Power Agency has prepared the Agreement Regarding the Purchase and Sale of Excess Participant's Share of Project Output ("Excess Participant's Share Agreement") and the Letter of Intent Regarding the Sizing of Participant's Shares of Catawba (Post 2032) ("Letter of Intent"), copies of which have been provided to members of the Board for their review; and

WHEREAS, Power Agency believes it to be in the best interest of the Power Agency and the Participants that it and they approve and execute the Excess Participant's Share Agreement and that Power Agency execute and deliver the Letter of Intent.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF POWER AGENCY:

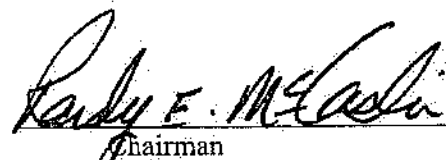
1. It is hereby found and determined that it is in the best interests of Power Agency to enter into the Excess Participant's Share Agreement and to execute and deliver the Letter of Intent, substantially in the forms presented to this meeting. The Board hereby authorizes and directs the Chief Executive Officer and an Assistant Secretary to execute for and on behalf of Power Agency the Excess Participant's Share Agreement and the Letter of Intent substantially in the form and substance of the proposed Excess Participant's Share Agreement and Letter of Intent, with such additions, changes, deletions, or modifications thereto as, after consultation with counsel and upon approval of the Chairman and Chief Executive Officer, may be necessary, advisable or convenient, in the name and on behalf of Power Agency and thereupon to cause (i) such Excess Participant's Share Agreement to be delivered to Power Agency's Participants with the recommendation of this Board of Directors that it be approved and executed by the Participants, and (ii) Letter of Intent to be delivered to Power Agency's Participants.

2. The execution of Excess Participant's Share Agreement and the Letter of Intent by the Chief Executive Officer and an Assistant Secretary shall constitute conclusive evidence of such consultation with counsel and final approval by both the Chairman and Chief Executive Officer of any and all changes or revisions therein from the forms thereof presented to this meeting.

3. This Board hereby directs its Secretary to file with the minutes of this meeting each of the Excess Participant's Share Agreement and the Letter of Intent as presented and available at this meeting.

4. This Resolution shall take effect upon its adoption.

ADOPTED this 28th day of July, 2023.


Chairman

ATTEST:


Secretary



Economic Analysis of Proposed 150 MW Sale from Catawba to Central

NCMPA1 Rate Committee

March 21, 2023



Confidential Closed Session Material



Confidential Discussions

This presentation and related discussions contain commercially sensitive information that is allowed to be discussed in closed session per the North Carolina General Statutes.

This information is also subject to Confidentiality Agreements with Central Electric Power Cooperative, Inc. (Central) and Duke Energy Carolinas (DEC).



Agenda

- **Background and Executive Summary**

- Central Transaction

- Updated Economic Analysis

- Next Steps



Background – Efforts to Diversify Resources

- NCMPA1 conducted RFP process in 2011-12 with negligible results
- NCMPA1 pursued the potential sale of 50% of NCMPA1's ownership interest in the Catawba nuclear station to Duke Energy Carolinas (DEC) in the 2016-2018 timeframe to diversify its portfolio and reduce rates in the near term
 - DEC pulled the plug on the deal in early 2019 due to political issues surrounding nuclear power in South Carolina, decreasing natural gas prices, and DEC's excess capacity situation
- During 2022, NCMPA1 engaged in similar discussions with both DEC and Central Electric Power Cooperative, Inc. (Central) who provides wholesale electric service to all of South Carolina's 20 electric cooperatives

Background – Status of Discussions

- In November 2022, preliminary economic analysis was presented to the NCMPA1 BOC and Electricities BOD
 - For various economic and other reasons, NCMPA1 staff was directed to pursue the Central 150 MW sale transaction, rather than any transaction with DEC
 - On November 18, 2022, NCMPA1 and Central executed a letter of intent to pursue a Power Purchase Agreement (PPA) for 150 MW of Catawba Project entitlement
 - NCMPA1 staff and advisors have finalized the proposed PPA and, if approved, is ready for execution

Background – About Central



- Not-for-profit generation and transmission cooperative headquartered in Columbia, SC
- Provides power to approximately 1/3rd of SC's population within the DEC and Santee Cooper Balancing Authorities
- 800 miles transmission, 70,000 miles distribution and 800,000 meters
- Obtains most power through purchase agreements through Santee, DEC and SEPA
- 4,200 MW peak load and 19 GWh annual energy requirements (~4x the size of NCMPA1)
- Several of the Upstate distribution cooperatives originally owned a portion of Catawba, but sold it in 2009 in connection with an RUS debt restructuring



Executive Summary – Sale to Central

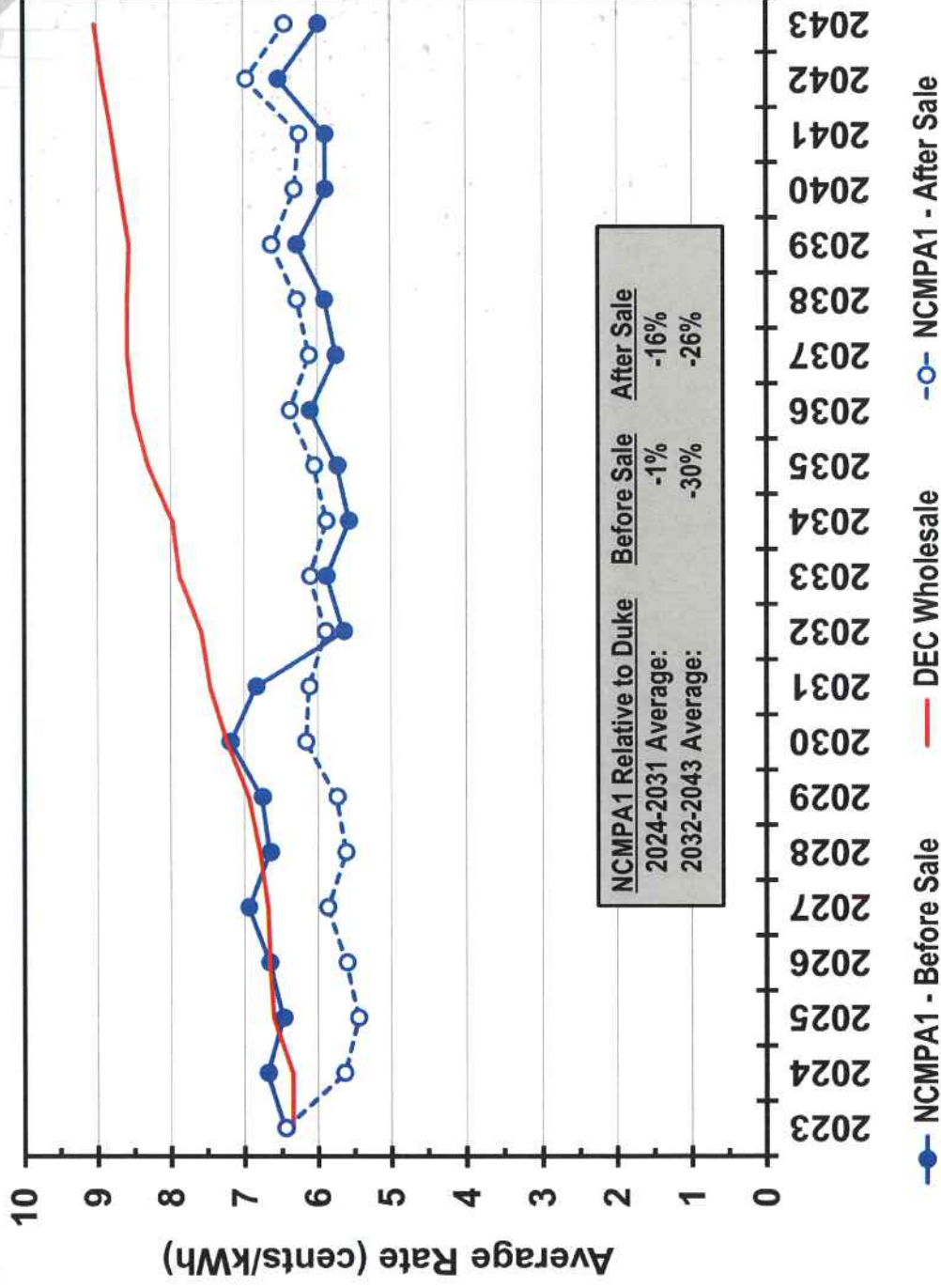
- 150 MW sale offloads 18% of cost and nuclear concentration risk (however significant nuclear concentration risk remains)
- “Right-sizes” the power supply portfolio (eliminates excess capacity 2024-2030)
- “Locks-in” margins on surplus sales higher than current forecast
- Provides wholesale rate benefits over the term of the sale, potentially dropping wholesale rates below DEC, even in the near-term
- Transfers 18% of Catawba operating and decommissioning expenses to buyer

Executive Summary – Economic Analysis

CPV Power Costs – Higher / (Lower) Due to the Sale					
	Initial Rate Reduction	CURRENT Catawba Operating License			w/ EXTENDED Catawba Operating License
		2024 – 2031	2032 – 2043	2024 – 2043	
Reference Case					
\$ Millions (2023\$)		(377)	123	(254)	(174)
Percent	(15%)	(15%)	6%	(5%)	(3%)
Probabilistic Mean					
\$ Millions (2023\$)		(378)	120	(258)	(171)
Percent	(15%)	(15%)	5%	(5%)	(2%)

Executive Summary – Competitive Position

Reference Case – Power Costs



DEC wholesale has not been adjusted for NCUC's final Carbon Plan nor for the cost impacts of the announced merger of the DEC and DEP operating utility systems.



ELECTRICITIES
OF NORTH CAROLINA, INC.

Confidential Closed Session Material

Executive Summary – Considerations for Central PPA Transaction

- Giving up potential upside in surplus market if prices increase further
- Catawba could continue to rise in value due to carbon constraints
- Uncertain cost of replacement power supply (beyond 2030)
- Timing and amount of baseload growth
- Likely increase in NCMPA1 carbon footprint
- Taking on credit risk of Central

Executive Summary – Central Board Actions

- Central Board of Trustees
 - On September 14th, passed a resolution expressing interest in 150 MW PPA, and preferably with a right of first negotiation for additional capacity, should it become available
 - On October 19th, approved moving forward with development of PPA
 - On March 15th, approved PPA as drafted
 - Final execution of PPA in April assuming ElectriCities Board of Directors approval in April



Executive Summary – Approval Process for Sale Transaction

- Today – Rate Committee recommendation to BOC/BOD to move forward with PPA, based on economic analysis
- April BOC/BOD – consider approving PPA
- Execute PPA (by end of April)
- Secure consent to sale from all 19 NCMPA1 Participants and execute amendments to the Project Power Sales Agreements
- Assuming unanimous consent from Participants and all other conditions precedent have been met, begin sale effective January 1, 2024



Agenda

- Background and Executive Summary
- **Central Transaction**
- Updated Economic Analysis
- Next Steps



Central Transaction Overview

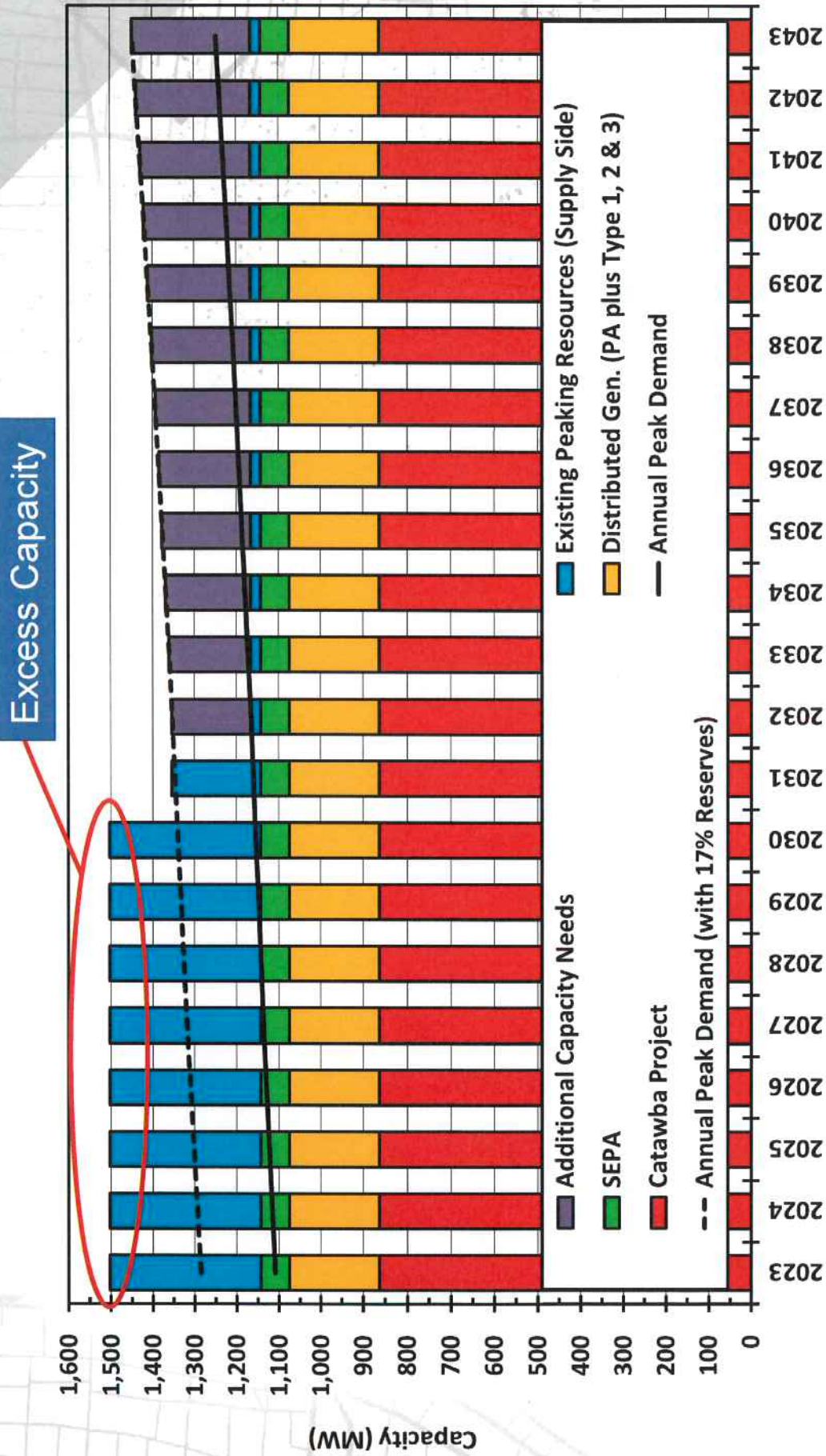
- Central would purchase 150 MW (18%) of Catawba output, structured as a PPA to mimic an outright ownership purchase
 - 8-year (2024-2031) levelized capital payment (\$56M/yr.)
 - Capital cost component based on risk-adjusted Combined Cycle Plant with a pass-through of Catawba operating costs
- 18% of NCMPTA's Catawba operating costs passed through to Central (actual costs with true-ups)
- Includes costs and benefits of Catawba and McGuire Exchanges



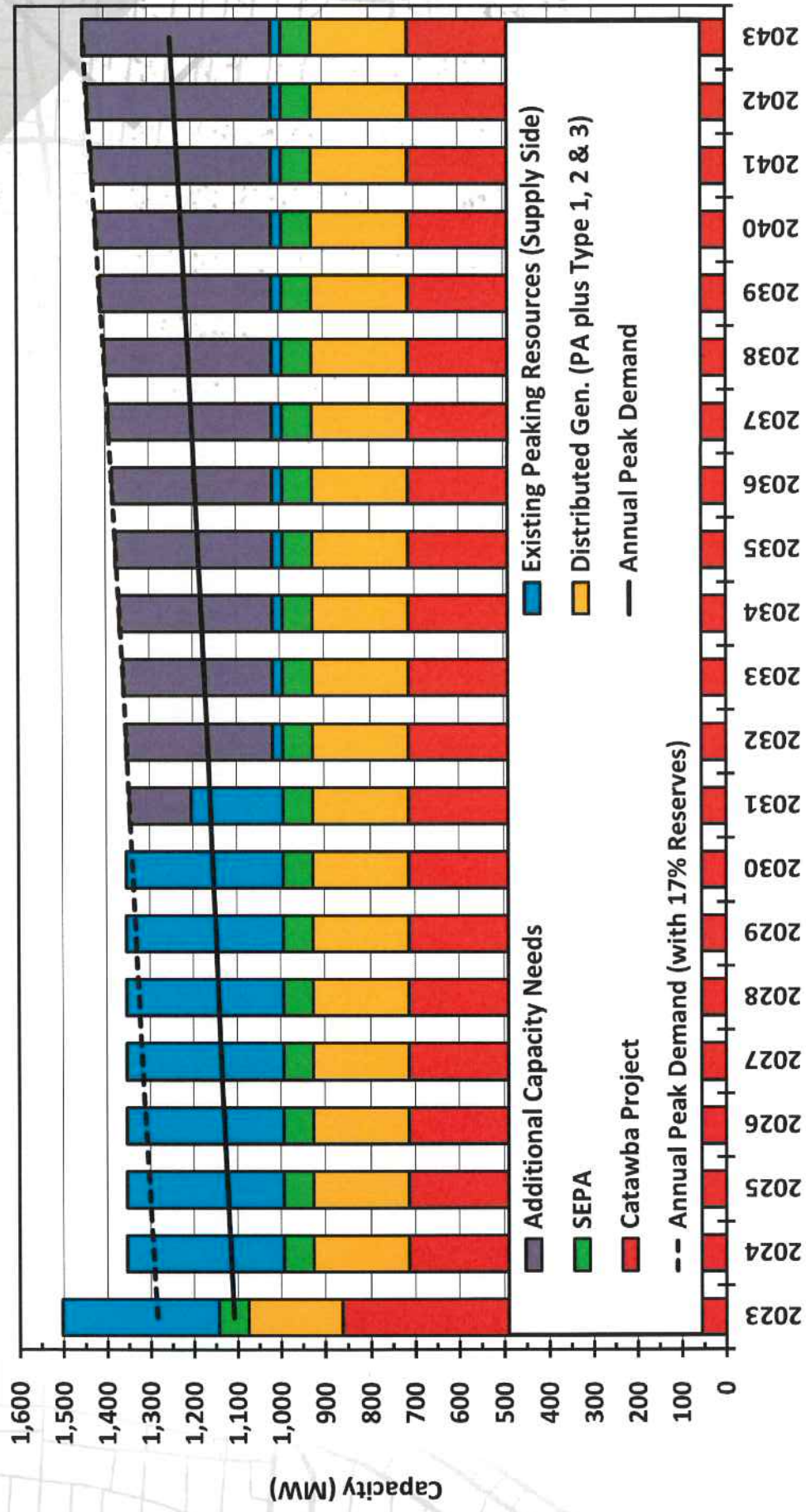
Central Transaction Overview (continued)

- Central will pay 50% of any future carbon tax based on the assumption that the energy purchased came from a natural gas Combined Cycle plant
- Central buys-in to NCMPA1's decommissioning fund and contributes at the same rate as NCMPA1 going forward
- Central's decommissioning obligation "trued-up" at termination

Projected Capacity Resources vs. Requirements Before Sale

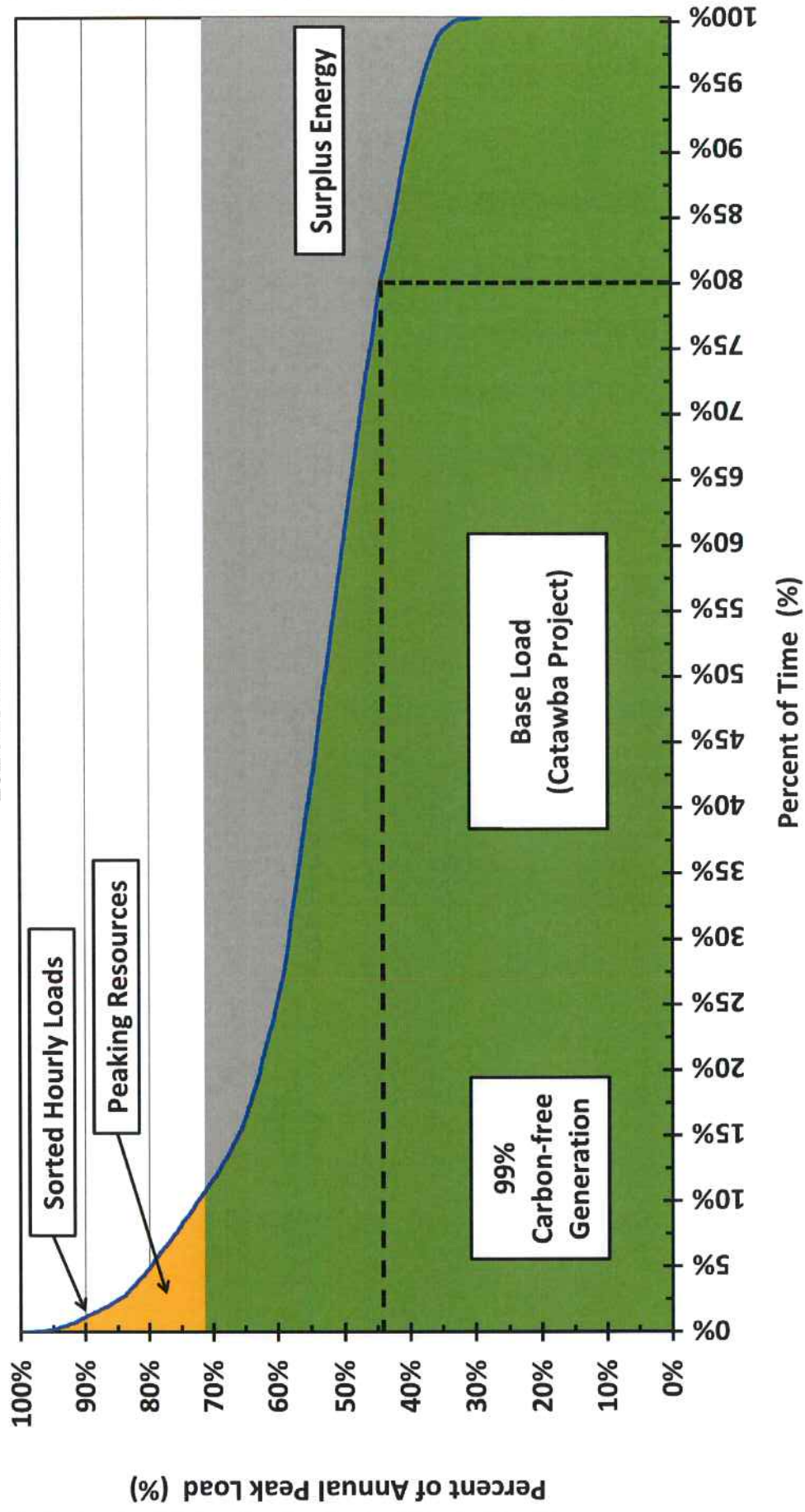


Projected Capacity Resources vs. Requirements After 150 MW Sale

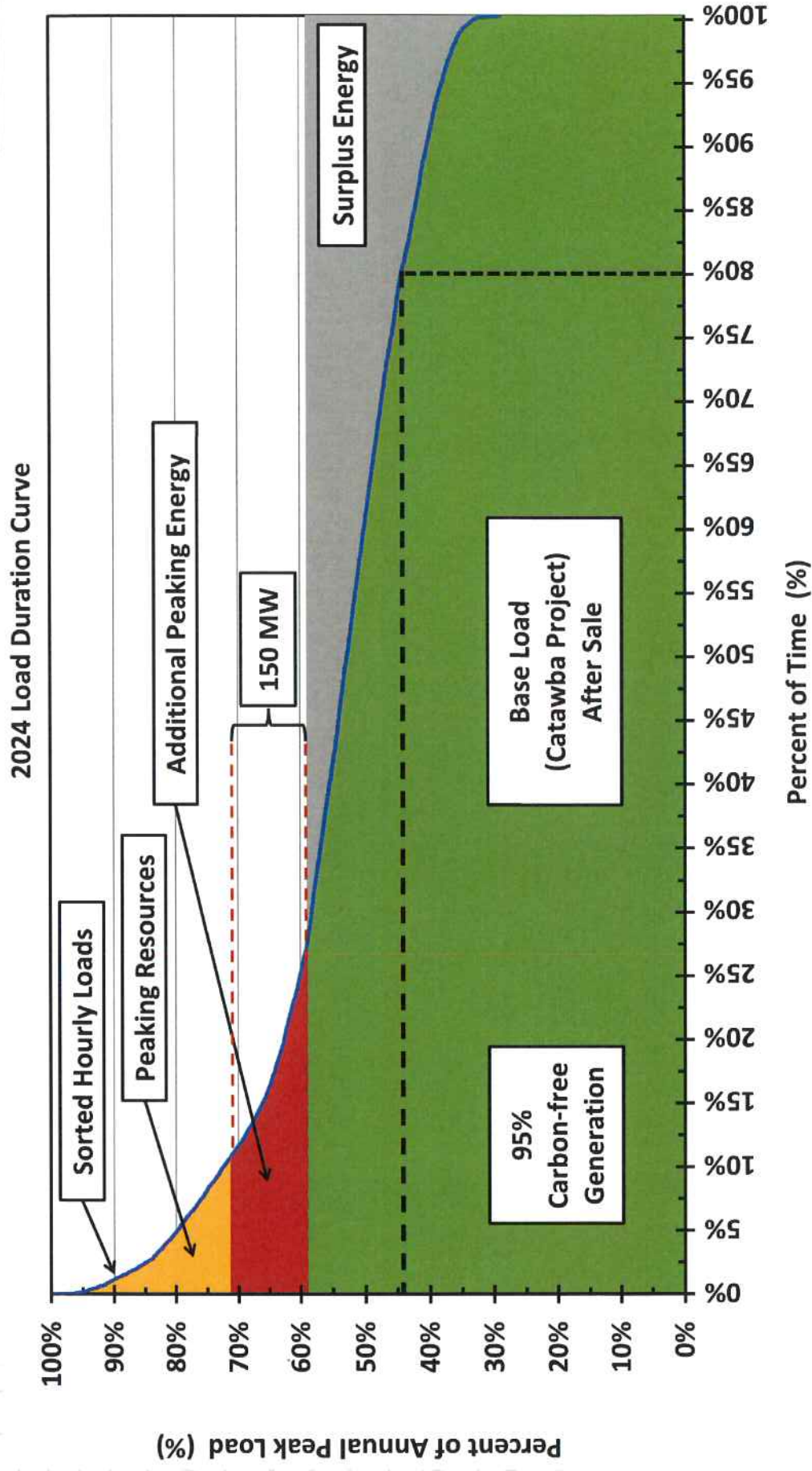


2024 Load Duration Curve

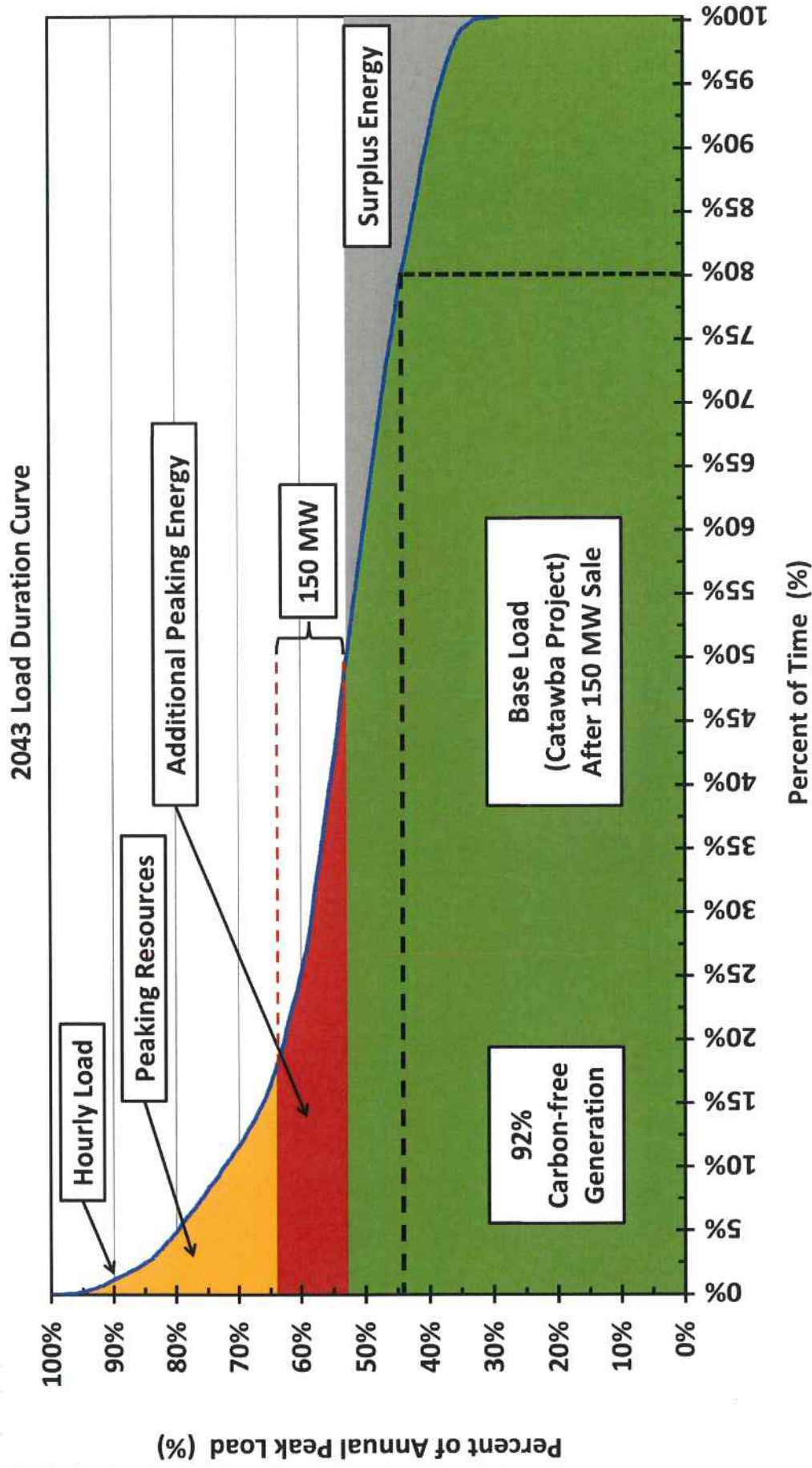
2024 Load Duration Curve



NCMPA1 2024 Load Duration Curve After 150 MW Sale



NCMPA1 2043 Load Duration Curve After 150 MW Sale



Agenda

- Background and Executive Summary
- Central Transaction
- **Updated Economic Analysis**
- Next Steps



Updated Economic Analysis

- Evaluated Economic Measure:
 - Cumulative Present Value (“CPV”) of projected power costs with and without the Transaction
 - All 19 Participants in aggregate (“on average”)
- “Reference Case” under single set of assumptions
- “Probabilistic Analysis” under a range of assumptions
- Consider Wholesale Competitive Position
- Individual Participant Impacts

Key Assumptions

- Power cost projections based on March 2023 NCMPA1 Rate Committee Meeting
 - Assumes continued good operations performance and efficient O&M spending at Catawba
- Term of proposed transaction January 1, 2024 (through Catawba operating licenses)



Key Assumptions (continued)

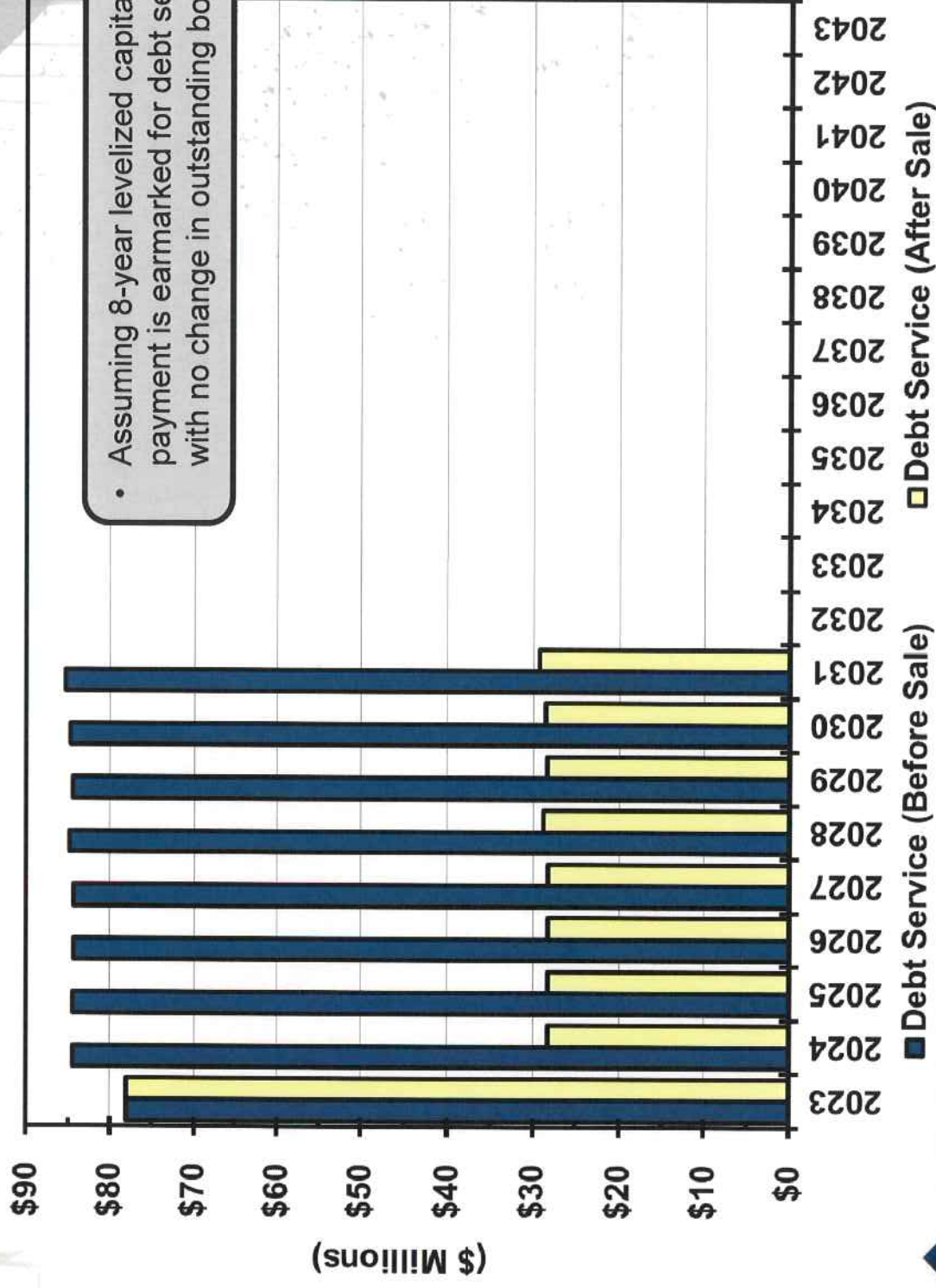
- Energy Information Administration (EIA) Annual Energy Outlook (AEO) cost assumptions for new generation construction costs and fuel prices
- NCMPA1 assumed to serve Participants' All Requirements load through 2043 (current Catawba operating licenses)
- Results under a 20-year Subsequent License Renewal (2044-2063) also shown

Key Assumptions (continued)

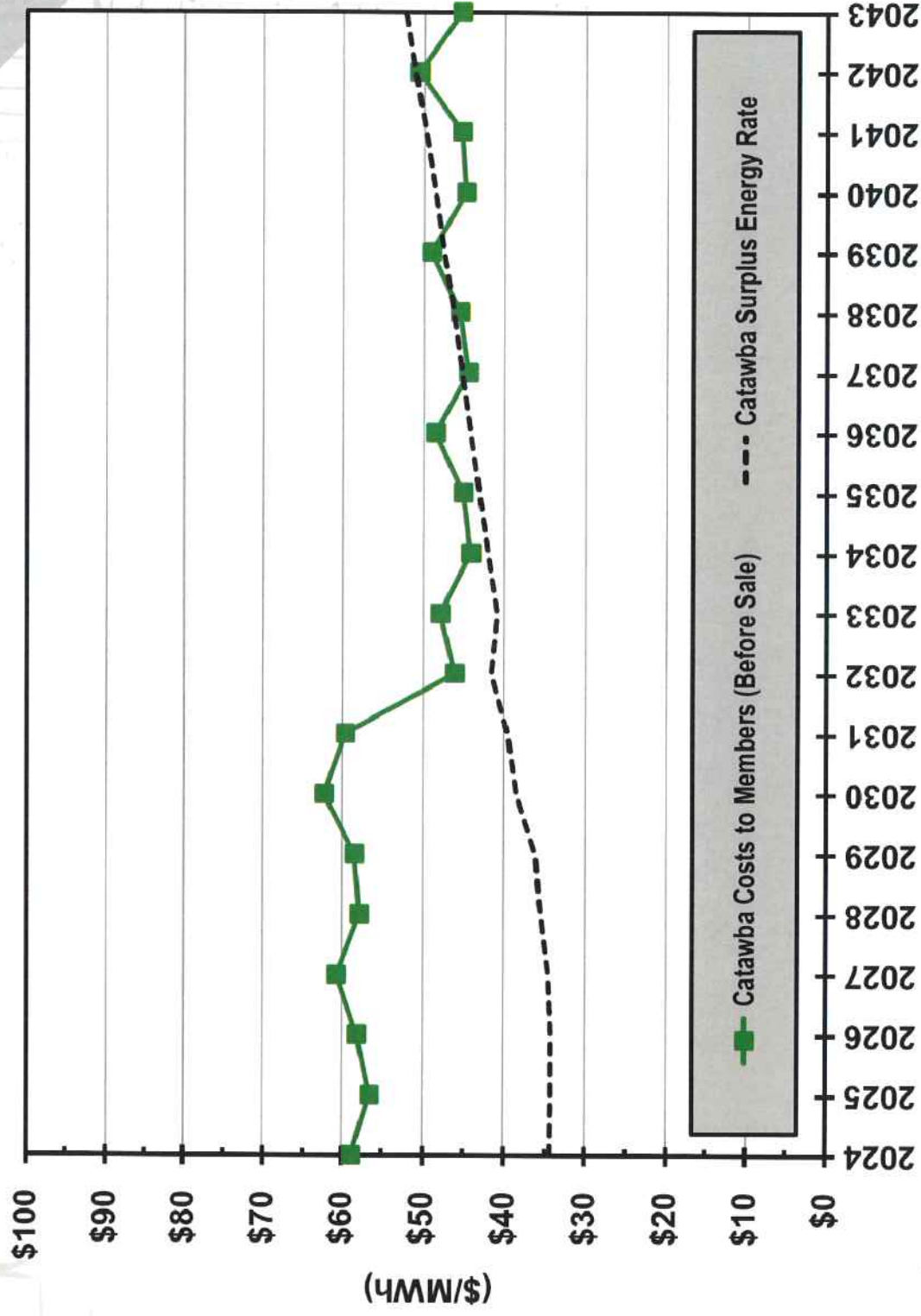
- Treatment of supplemental resources:
 - Without Sale of Catawba: additional peaking resources to supplement existing resources (2031 and beyond)
 - With 150 MW Sale of Catawba: in addition to the above, an incremental 150 MW of peaking resources is required (2031 and beyond)



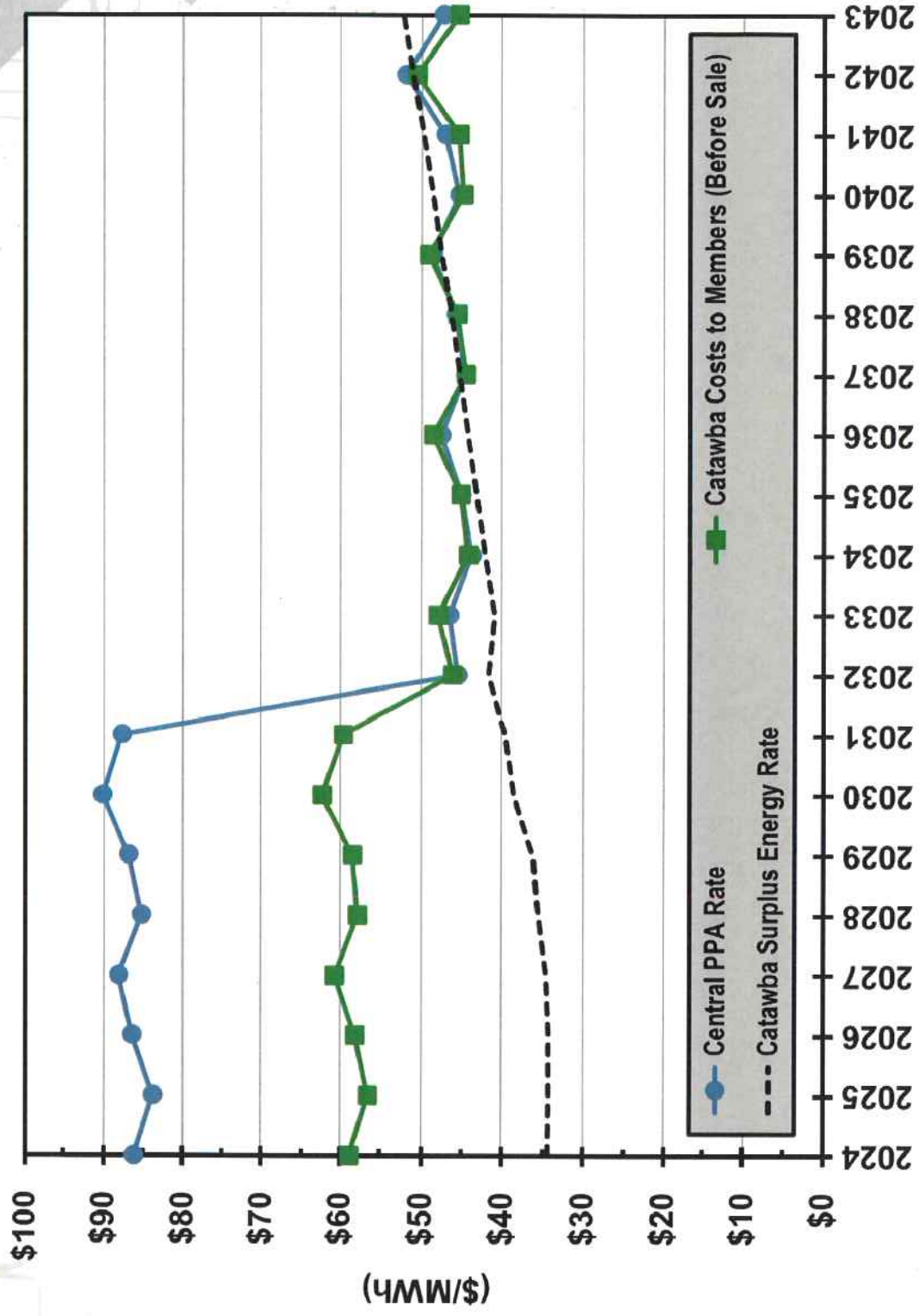
Debt Service Before and After Sale (Illustrative)



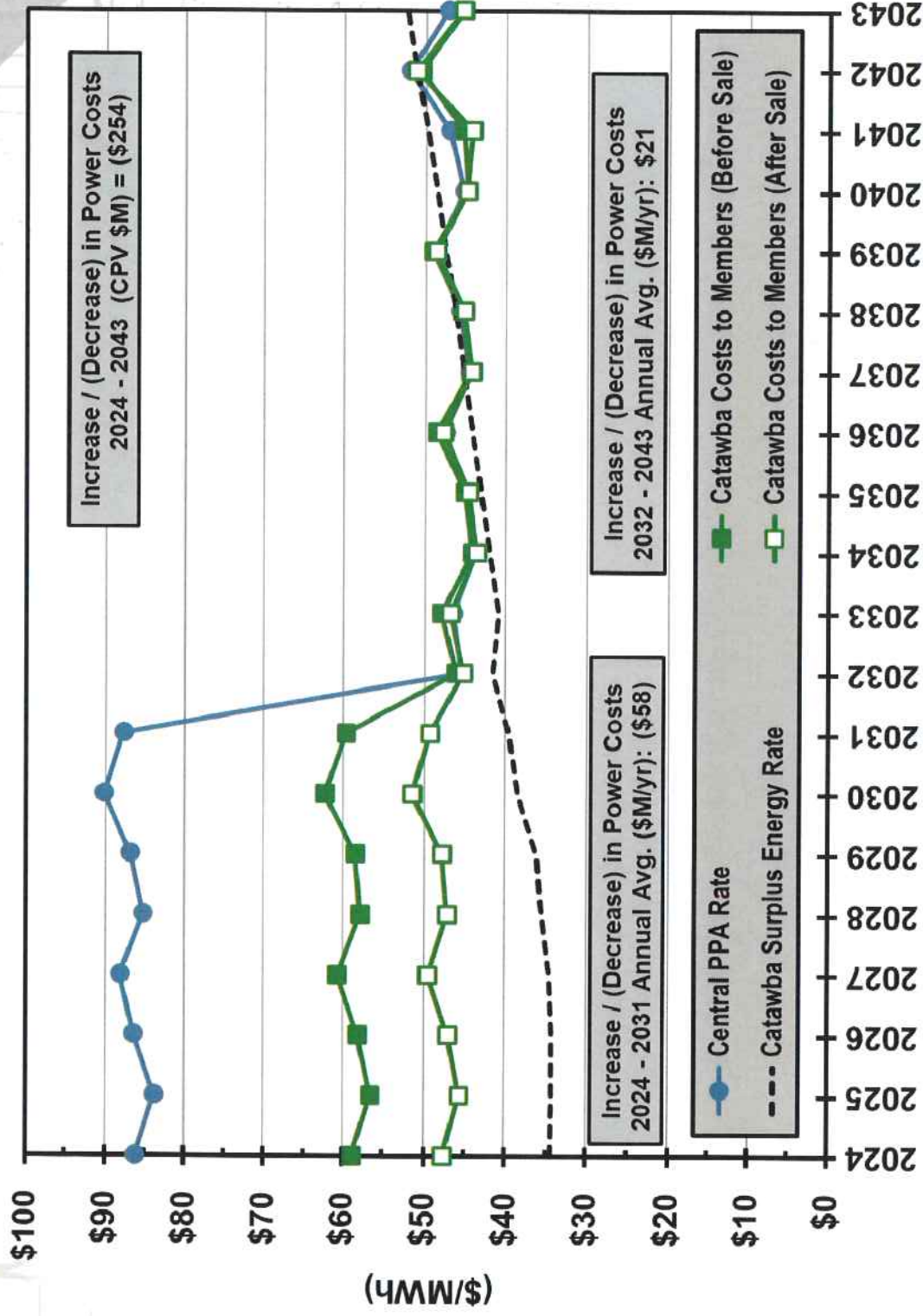
Impact of Sale on Catawba Costs – Reference Case



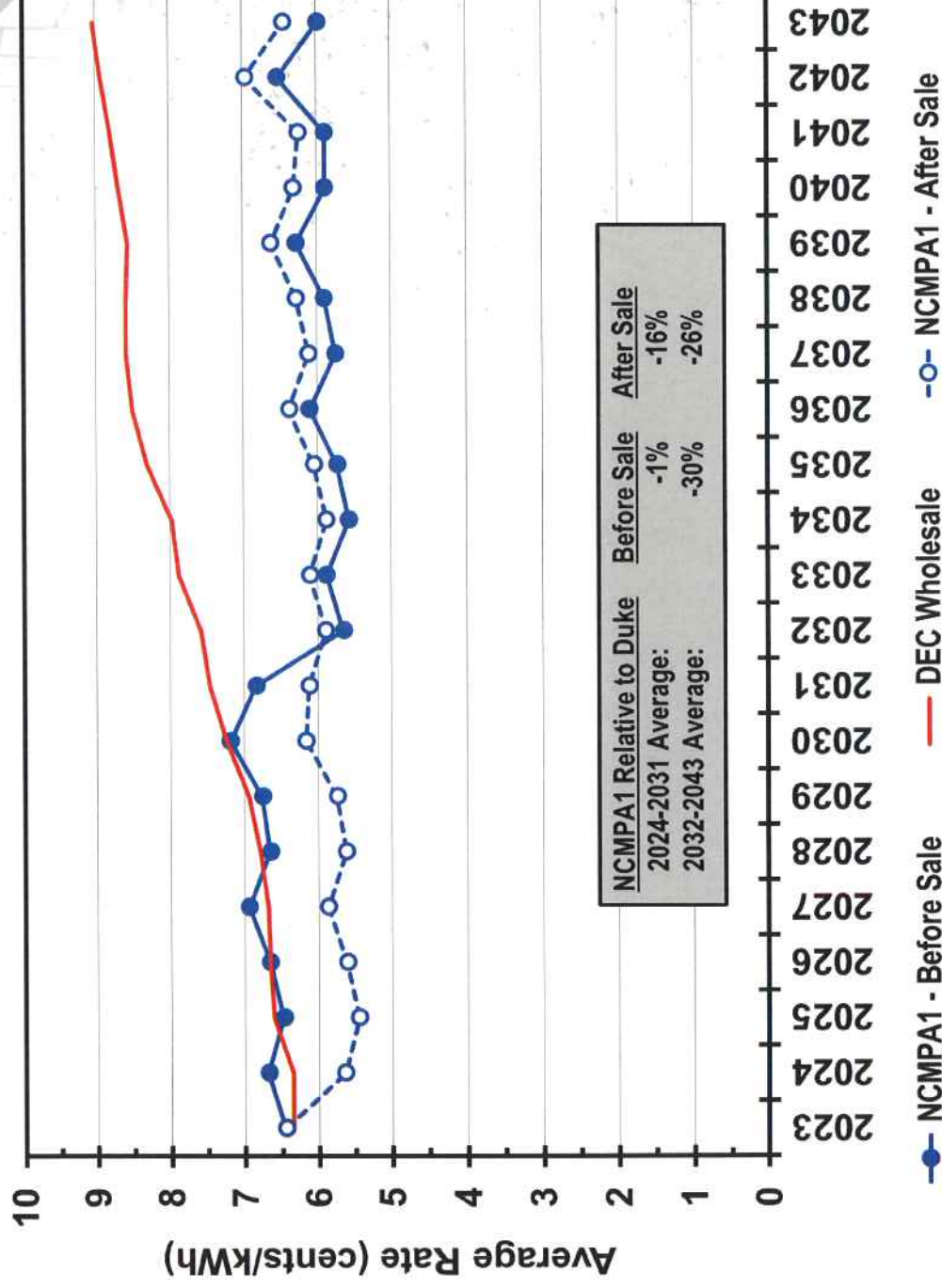
Impact of Sale on Catawba Costs – Reference Case



Impact of Sale on Catawba Costs – Reference Case



Impact of Sale on Competitive Position – Reference Case



DEC wholesale has not been adjusted for NCUC's final Carbon Plan nor for the cost impacts of the announced merger of the DEC and DEP operating utility systems.



ELECTRICITIES
OF NORTH CAROLINA, INC.

Confidential Closed Session Material

Impact of Sale on CPV Power Costs – REFERENCE CASE

CPV Power Costs – Higher / (Lower) Due to the Sale					
	Initial Rate Reduction	CURRENT Catawba Operating License			w/ EXTENDED Catawba Operating License
		2024 – 2031	2032 – 2043	2024 – 2043	
Reference Case					
\$ Millions (2023\$)		(377)	123	(254)	(174)
Percent	(15%)	(15%)	6%	(5%)	(3%)



Addressing Uncertainty – Probabilistic Analysis

- A range of uncertain variables/assumptions have been modeled to show the range of potential CPV power costs savings as a result of the sale
1. Catawba Non-fuel Operating Costs
 - Most Likely = Reference Case
 - Minimum = 10% lower
 - Maximum = 50% higher
 - Higher costs more likely to be associated with lower output
 2. Catawba / McGuire Output
 - Most Likely = Reference Case
 - Minimum = 15% lower
 - Maximum = 5% higher
 - Lower output more likely to be associated with higher costs



Addressing Uncertainty – Probabilistic Analysis (continued)

3. Catawba Nuclear Fuel Costs

- Most Likely = Reference Case
- Minimum = 5% lower
- Maximum = 25% higher

4. Catawba Decommissioning Costs

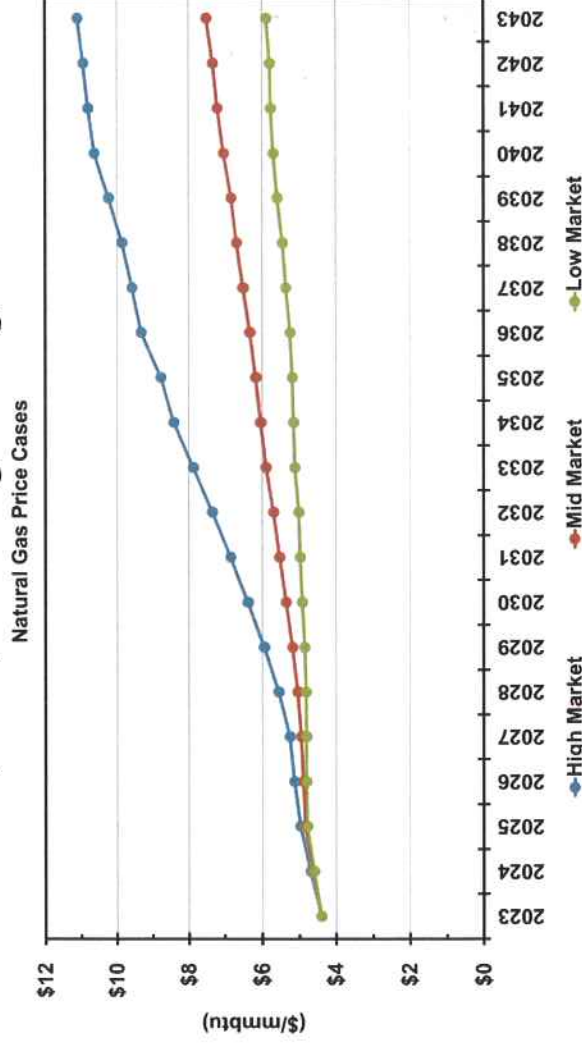
- Most Likely = Reference Case (\$12.6 million/year)
- Minimum = no annual accruals
- Maximum = 20% higher decommissioning costs



Addressing Uncertainty – Probabilistic Analysis (continued)

5. Natural Gas and Power Prices

- Defined low, mid, and high range cases

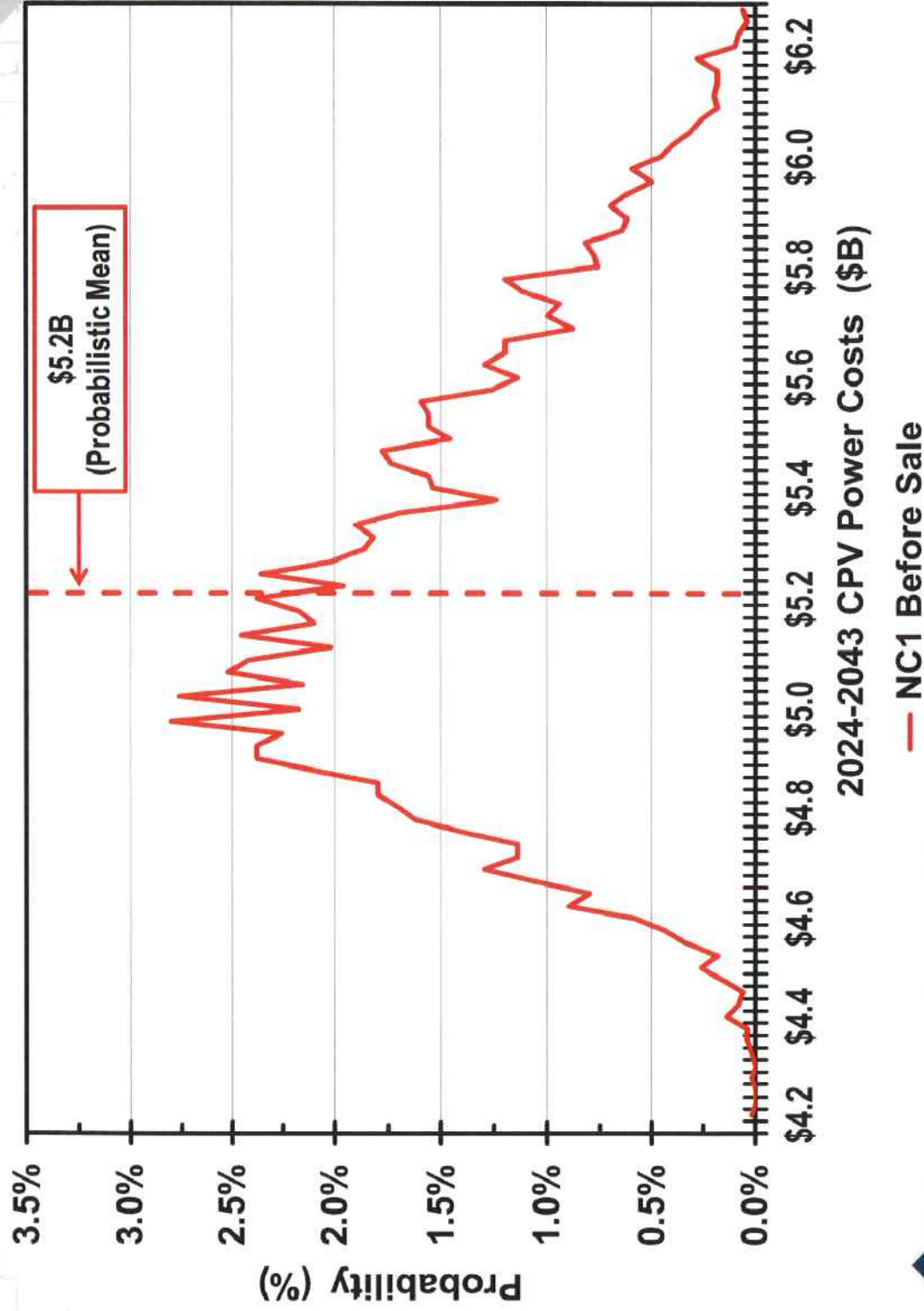


- Distribution of prices around the three defined cases
 - Mean = mid case (Reference Case)
 - 0 percentile = low case
 - 100th percentile = high case

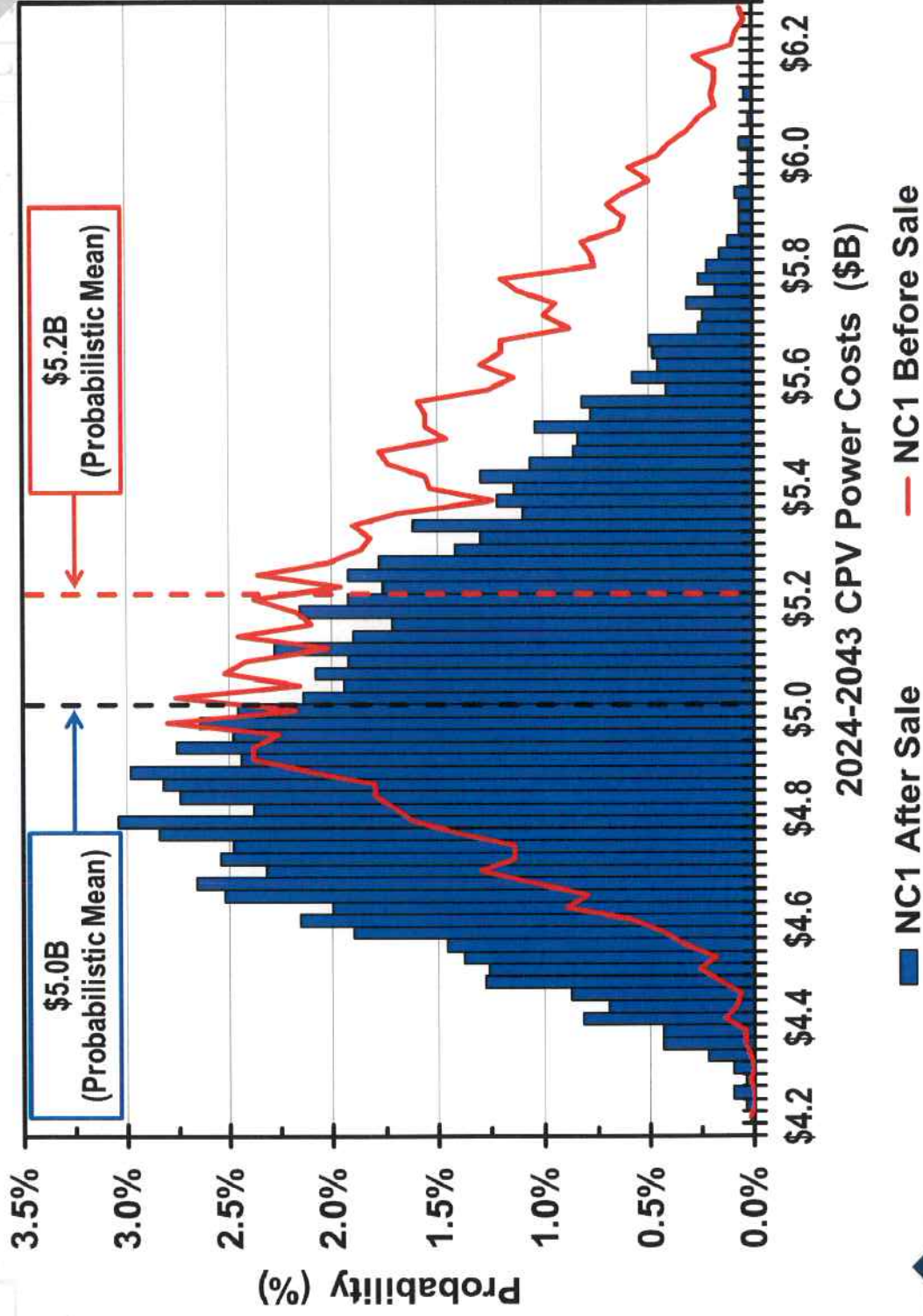
Addressing Uncertainty – Probabilistic Analysis (continued)

6. NCMPA1 Load Levels
 - Most Likely (& Minimum) = Reference Case
 - Maximum = 10% higher
7. Peaking Capacity Cost
 - Most Likely (& Minimum) = Reference Case
 - Maximum = 30% higher
8. CO₂ legislation?
 - Yes-No
 - Yes = 25%; No = 75%
9. CO₂ Emissions Cost
 - Range of carbon emissions costs
 - Minimum = \$10/ton
 - Maximum = \$50/ton

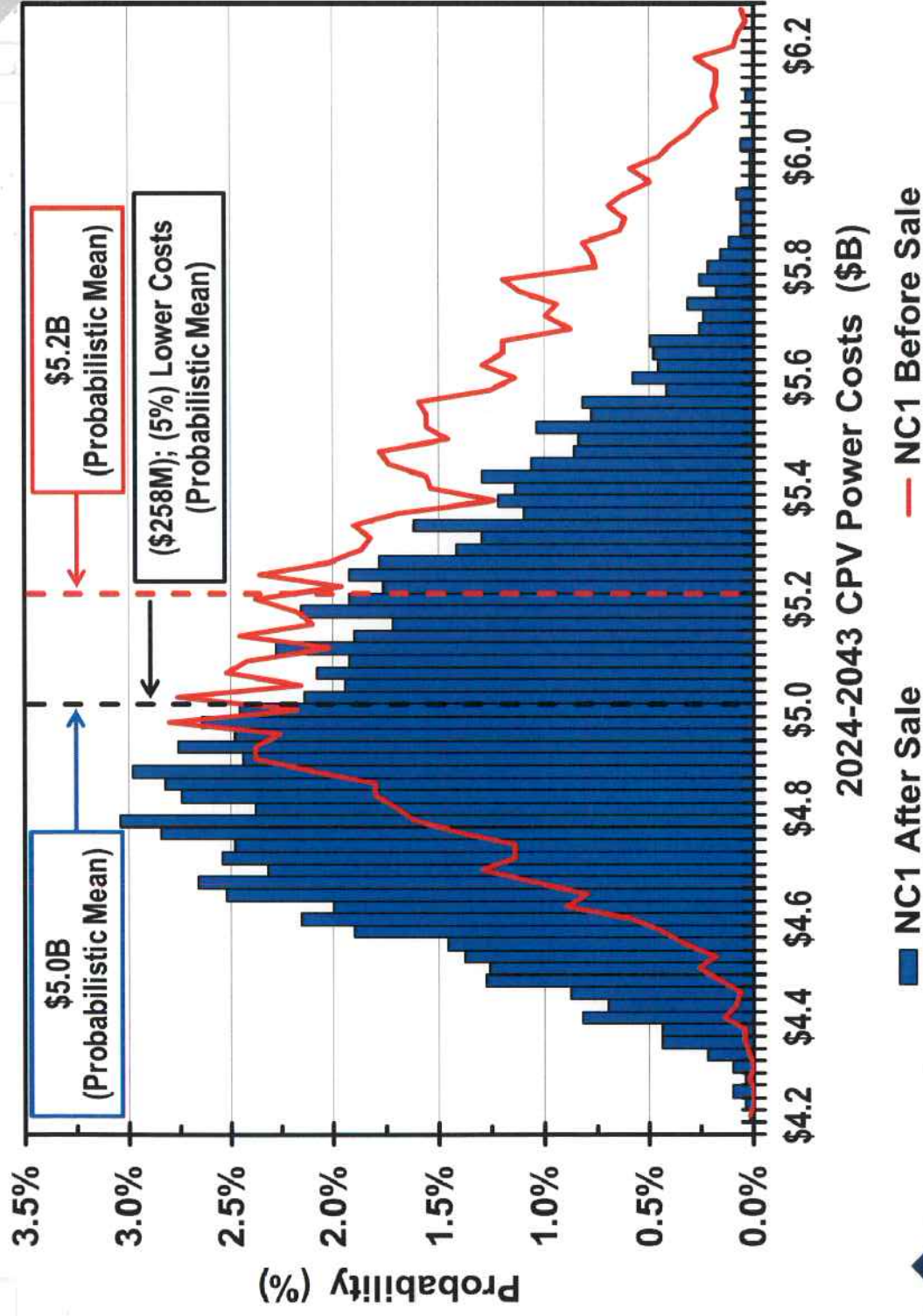
Probabilistic Analysis of Sale – Range of CPV Power Costs Before Sale 2024-2043 (Life of Asset)



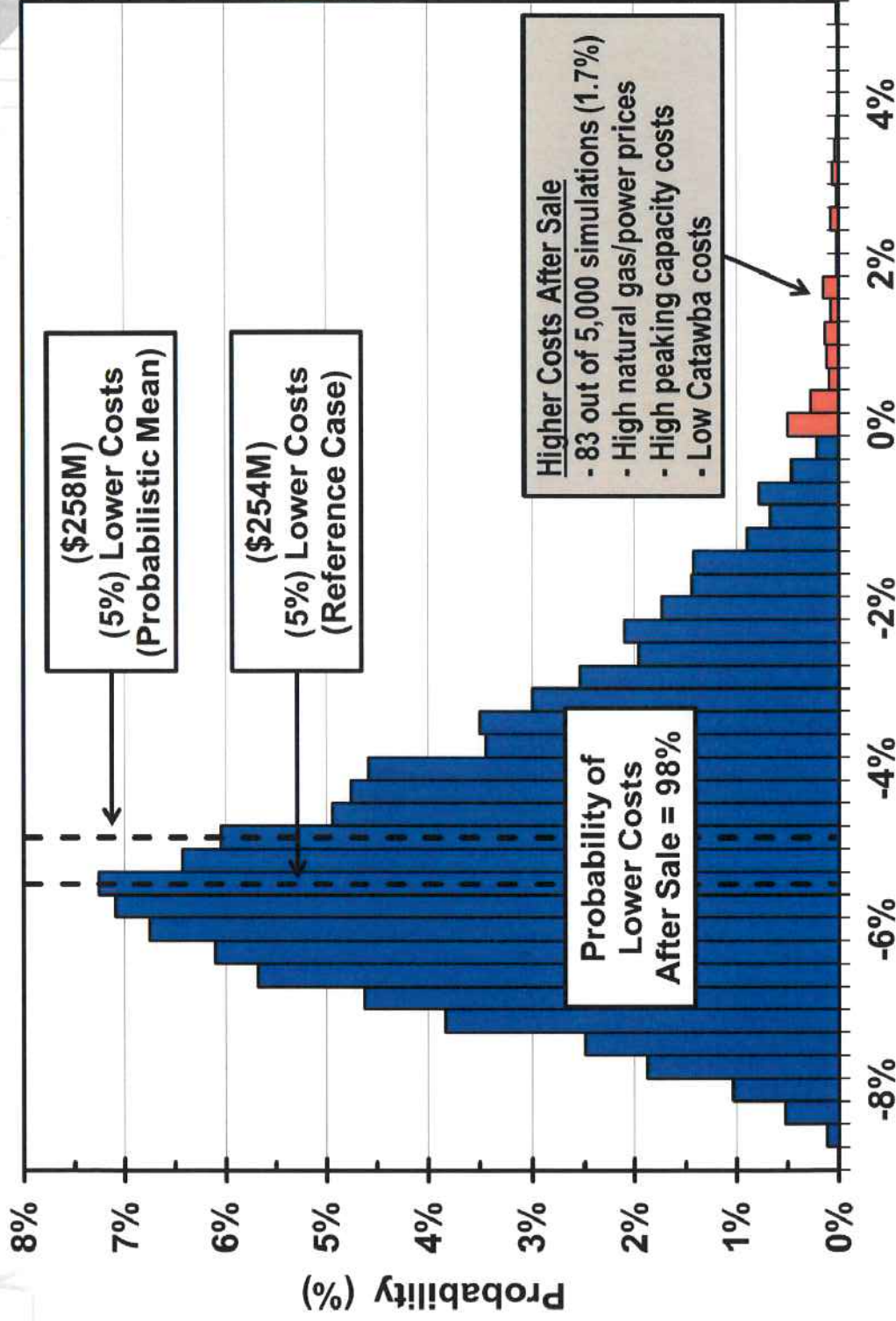
Probabilistic Analysis of Sale – Range of CPV Power Costs Before/After Sale 2024-2043 (Life of Asset)



Probabilistic Analysis of Sale – Range of CPV Power Costs Before/After Sale 2024-2043 (Life of Asset)



Probabilistic Analysis of Sale – CPV Costs % Higher/(Lower) After Sale 2024-2043 (Life of Asset)



2024-2043 CPV Power Costs - % Higher / (Lower) After Sale



Current Analysis of Sale – Reference Case and Probabilistic Mean

CPV Power Costs – Higher / (Lower) Due to the Sale					
	Initial Rate Reduction	CURRENT Catawba Operating License			w/ EXTENDED Catawba Operating License
		2024 – 2031	2032 – 2043	2024 – 2043	2024 – 2063
Reference Case					
\$ Millions (2023\$)		(377)	123	(254)	(174)
Percent	(15%)	(15%)	6%	(5%)	(3%)
Probabilistic Mean					
\$ Millions (2023\$)		(378)	120	(258)	(171)
Percent	(15%)	(15%)	5%	(5%)	(2%)

Allocation of CPV Higher / (Lower) Power Costs Associated with the Sale – Reference Case*

Participant	CPV (\$Millions)		
	2024-2031	2032-2043	2024-2043
Albemarle	(21.9)	7.0	(14.6)
Bostic	(0.1)	0.0	(0.1)
Cherryville	(3.4)	1.1	(2.3)
Cornelius	(4.4)	1.4	(2.9)
Drexel	(1.2)	0.4	(0.8)
Gastonia	(48.8)	15.8	(32.7)
Granite Falls	(4.3)	1.4	(2.9)
High Point	(88.0)	28.4	(58.7)
Huntersville	(20.5)	6.9	(14.0)
Landis	(3.5)	1.1	(2.3)
Lexington	(30.6)	9.8	(20.3)
Lincolnton	(4.5)	1.4	(3.0)
Maiden	(5.3)	1.7	(3.5)
Monroe	(54.1)	18.7	(37.6)
Morganton	(20.4)	6.6	(13.6)
Newton	(11.2)	3.6	(7.4)
Pineville	(10.2)	3.6	(7.1)
Shelby	(12.3)	4.0	(8.2)
Statesville	(32.2)	10.4	(21.6)
Total NCMPA1	(377)	123	(254)
% of Power Costs	(15%)	6%	(5%)

* Reference Case amounts shown; probabilistic mean results not materially different.



Summary of Projected Range of Initial Reductions in Participant AR Charges – 2024/25 Timeframe

Participant	Reflected in 1 st Demand Block	
	(\$000)	(%)
Albemarle	(3,194)	(15.9%)
Bostic	(20)	(15.1%)
Cherryville	(498)	(14.9%)
Cornelius	(651)	(15.4%)
Drexel	(187)	(17.7%)
Gastonia	(7,010)	(14.6%)
Granite Falls	(620)	(15.5%)
High Point	(12,704)	(15.5%)
Huntersville	(2,676)	(13.5%)
Landis	(517)	(15.6%)
Lexington	(4,530)	(16.4%)
Lincolnton	(658)	(15.2%)
Maiden	(784)	(16.3%)
Monroe	(6,749)	(13.7%)
Morganton	(2,969)	(15.1%)
Newton	(1,609)	(16.0%)
Pineville	(1,223)	(12.3%)
Shelby	(1,812)	(15.0%)
Statesville	(4,645)	(15.2%)
Total NCMPA1	(53,055)	(15.0%)

Agenda

- Background and Executive Summary
- Central Transaction
- Updated Economic Analysis
- **Next Steps**



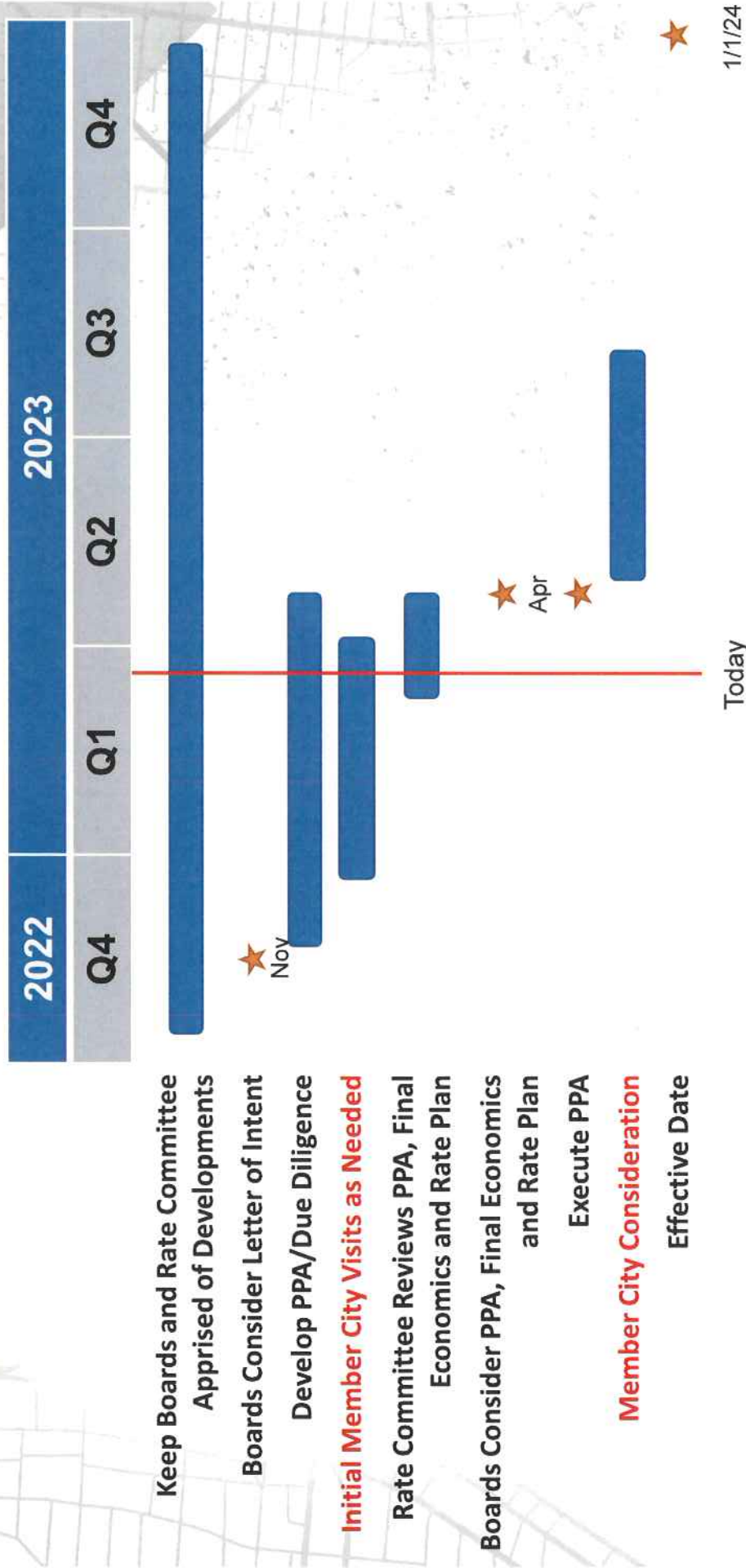
NCMPA1 Approvals

- Board of Directors of ElectricCities has the authority to sell all or part of the assets of NCMPA1 or to enter into a PPA that emulates a sale
 - NCGS §§159B-10 and 159B-11 and Resolution R-10-95 of NCMPA1
- All 19 NCMPA1 cities will be required to agree to the sale or PPA because they would deprive the cities of their rights under the Project Power Sales Agreement to their percentage of the Project Output

Next Steps – Near Term

- If Rate Committee recommends moving forward, prepare summary of PPA and related approval documents for BOC and BOD to consider in April
- Keep the Boards apprised of developments
- Continue to post information to the electronic “Data Room” to allow Members to have access to confidential presentations and draft agreements
- Reach out to NCMPA1 Members’ Councils as needed to explain deal terms, conditions and preliminary economics in closed session
- Please contact Amy Blinson at ablinson@electricities.org or (919)760-6354 to schedule a date

Indicative Timeline (PPA)



Recommended Rate Committee Action

- Consider recommendation to move forward with BOC/BOD approvals to enter into a Power Purchase Agreement (PPA) with Central for sale of 150 MW of Catawba Project entitlements (18% of NCMPA1's ownership share)

Appendix

Terms and Conditions of

NCMPA1-Central PPA

Overview of PPA Terms and Conditions

- Article 1: Over 90 definitions
- Article 2: Term of Agreement
 - Effective upon execution (~ April 2023)
 - Term begins on January 1, 2024 and ends upon the expiration date of the Catawba Nuclear Station's NRC operating license
- Article 3: Conditions Precedent
 - Obligations start after all Conditions Precedent for each party have been satisfied or waived



Overview of PPA Terms and Conditions

- Article 3: Conditions Precedent (cont.)
 - By 12-1-23, Central to secure firm transmission service from DEC
 - By 12-1-23, NCMPA1-Central-DEC to enter into confidentiality agreement
 - By 9-1-23, Municipalities' Consent (all 19 Participants consent to PPA)
 - By 9-1-23, execution of the amended Project Power Sales Agreements by all 19 NCMPA1 Participants
 - By 9-1-23, confirmation that NCMPA1 bond ratings will not be downgraded
 - Legal opinions of both NCMPA1 and Central upon execution of PPA



Overview of PPA Terms and Conditions

- Article 4: Sale and Purchase
 - NCMPA1 shall deliver and Central shall receive 150 MW of Contract Capacity and Contract Energy from NCMPA1's Catawba Project Capacity including environmental attributes
 - Charge for Contract Capacity to be levelized over the 8-year period 2024-2031
 - Charge for Capital Additions (18% of NCMPA1 ownership share)
 - Charge for Catawba Project Operating Costs (18% of NCMPA1 ownership share)
 - Scheduling/Dispatching
 - Option for Central to Participate in Power Uprate projects
 - NCMPA1 offer to re-market Contract Energy



Overview of PPA Terms and Conditions

- **Article 5: Communication, Scheduled Maintenance, Catawba Cost Projections, and Operating Committee**
 - Parties to develop Operating Procedure document that sets forth the protocols NCMPA1 and Central will follow in communicating important information about the Catawba and McGuire plants
- **Article 6: Interconnection and Transmission**
 - Establishes point of delivery and Central responsibility for transmission from and beyond that point

Overview of PPA Terms and Conditions

- **Article 7: Risk of Loss; Hourly Catawba Project Output**
 - Title and risk of loss transfers to Central at the delivery point
 - Method of measuring hourly output from the Catawba and McGuire Units (pursuant to the Interconnection Agreement with DEC)
- **Article 8: Method of Payment**
 - Invoicing, billing disputes, audit rights



Overview of PPA Terms and Conditions

- Article 9: RTOs, Environmental Attributes
 - Addresses changes in scheduling/transmission in the event of formation of an RTO
 - Provides for additional payments to NCMPA1 in the event of legislation or regulations imposing costs on emissions of carbon dioxide at 50% of the costs, had such Contract Energy been generated by gas-fired combined cycle technology
- Article 10: Force Majeure
 - Excused performance of obligations under certain limited circumstances

Overview of PPA Terms and Conditions

- Article 11: Events of Default; Security Requirements
 - Default occurs upon Bankruptcy or unexcused failure to perform
 - Issues are attempted to be resolved through dispute resolution process (Article 16)
 - Failing dispute resolution allows non-defaulting party to terminate agreement
 - Eligible Collateral is required upon Material Adverse Change (deterioration of bond ratings)
- Article 12: Waivers
 - Performance, jury trial and equal bargaining



Overview of PPA Terms and Conditions

- **Article 13: Representations and Warranties**
 - Statements of fact by NCMPTA1 and Central upon which the other party is expected to rely
- **Article 14: Liability of Parties**
 - Describes indemnification and limitation on damages
- **Article 15: Assignment and Additional Sales of Contract Capacity and Contract Energy**
 - Provides protections from assignment of PPA
 - Outlines process for future additional sales to Central

Overview of PPA Terms and Conditions

- Article 16: Dispute Resolution
 - Good-faith negotiations
 - Arbitration (3-member panel) in accordance with American Arbitration Association
- Remaining Articles 17-28 are mostly “boilerplate”
- Exhibit 1: Monthly Charges Formula Methodology
 - Template-based form of invoice that identifies sources of data and development of monthly charges
- Exhibit 2: Form of Legal Opinion (NCMPA1)
- Exhibit 3: Form of Legal Opinion (Central)



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POWER PURCHASE AGREEMENT

BETWEEN

CENTRAL ELECTRIC POWER COOPERATIVE, INC.

AND

NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1

Dated as of June 5, 2023

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EXHIBIT 1 - MONTHLY CHARGES FORMULA METHODOLOGY

EXHIBIT 2 - FORM OF LEGAL OPINION AS TO SELLER

EXHIBIT 3 - FORM OF LEGAL OPINION AS TO PURCHASER

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POWER PURCHASE AGREEMENT

This Power Purchase Agreement is made and entered into as of the 5th day of June, 2023 (the "Effective Date"), by and between CENTRAL ELECTRIC POWER COOPERATIVE, INC., a not-for-profit generation and transmission cooperative organized under the laws of the State of South Carolina ("Purchaser"), and NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1, a public body and body corporate and politic organized under the law of the State of North Carolina ("Seller"). Purchaser and Seller are hereinafter each referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller has a 75% ownership interest in Catawba Unit 2, located at the two-unit nuclear energy generating facility in York County, South Carolina ("Catawba") that is operated by Duke Energy Carolinas, LLC ("Duke"); and,

WHEREAS, Seller is a party to the Interconnection Agreement which, among other things, provides Seller with certain Reliability Exchanges (as defined herein); and

WHEREAS, in accordance with the terms of the Reliability Exchanges, Seller is entitled to approximately 18.75% of the capacity and associated output from each of Catawba Unit 1 and Catawba Unit 2 and approximately 18.19% of the capacity and associated output from each of nuclear generating units known as McGuire Unit 1 and McGuire Unit 2; and

WHEREAS, Seller intends to sell to Purchaser and Purchaser intends to purchase from Seller nuclear capacity and energy associated with a portion of Seller's ownership and contractual interest in the Catawba Project, on terms and conditions that are mutually agreeable to the Parties.

NOW THEREFORE, for and in consideration of the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are acknowledged hereby, Purchaser and Seller, each intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS AND EXPLANATION OF TERMS

1.1 Definitions. When used in this Agreement, the following capitalized terms shall have the meanings set forth below:

1.1.1 "Additional Sale Notice" has the meaning given such term in Section 15.3.

1.1.2 "Agreement" means this Power Purchase Agreement, including all exhibits attached hereto and all amendments hereto that may be made from time to time.

1.1.3 "Bankruptcy" means, with respect to a Party, if the Party (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4)(A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any Bankruptcy Law or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official and the filing by such Party of an answer or pleading admitting or failing to contest the material allegations of any such petition, or (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (A) above and either (I) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (II) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take

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possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) above (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

- 1.1.4 "Bankruptcy Law" means any applicable bankruptcy or insolvency statute.
- 1.1.5 "Business Day" means any day on which Federal Reserve Member Banks in New York, New York are open for business.
- 1.1.6 "Capacity" means electric capacity (expressed in kilowatts) and all related rights, benefits and credits associated with such electric capacity.
- 1.1.7 "Catawba Nuclear Station" means that certain nuclear power plant consisting of Unit 1, Unit 2, and station support facilities located in York County, South Carolina, approximately 19 miles southwest of Charlotte, North Carolina, and situated on a peninsula on the shores of Lake Wylie, as further described in Exhibit S-VI from NCMPA1's Purchase, Construction, and Ownership Agreement.
- 1.1.8 "Catawba Owners" means, collectively, Duke and the entities that own portions of the Catawba Nuclear Station, namely the Seller, Piedmont Municipal Power Agency, and North Carolina Electric Membership Corporation.
- 1.1.9 "Catawba Project" means Seller's ownership interest in Catawba Unit 2 and its contractual rights in and to the Reliability Exchanges.
- 1.1.10 "Catawba Project Operating Costs" has the meaning given such term in Section 4.2.3.
- 1.1.11 "Catawba Project Output" or "CPO" (as used in Section 4.1) means Seller's actual entitlements to energy (in kilowatt hours) from the Catawba Project, as set forth in Sections 8.1 and 8.2 of the Interconnection Agreement.

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- 1.1.12 “Catawba Replacement Energy” means energy supplied by Duke to Seller pursuant to Section 8.1 of the Interconnection Agreement in lieu of a reduction in the net output of either Catawba Unit, as called for by Duke (i) for purposes of economic dispatch, (ii) to enhance system reliability, (iii) to meet valley load situations, or (iv) to satisfy system load or frequency regulation requirements.
- 1.1.13 “Catawba Unit 1” means the so designated nuclear generating unit located at the Catawba Nuclear Station.
- 1.1.14 “Catawba Unit 2” means the so designated nuclear generating unit located at the Catawba Nuclear Station.
- 1.1.15 “Charge for Capital Additions” has the meaning given such term in Section 4.2.2.
- 1.1.16 “Confidentiality Agreement” means the agreement among Seller, Purchaser and Duke described in Section 3.1.2.
- 1.1.17 “Contract Capacity” has the meaning given such term in Section 4.1.
- 1.1.18 “Contract Energy” means the energy from the Catawba Project that Seller agrees to deliver to the Delivery Point and sell to Purchaser and Purchaser agrees to receive as determined under Section 4.1.
- 1.1.19 “Contract Year” means the 12-month period commencing on January 1, 2024 and each 12-month period thereafter during the Initial Term or Extended Term of this Agreement.
- 1.1.20 “Credit Rating” means, with respect to any Person, the rating assigned to such Person’s unsecured, senior long-term debt obligations without the support of any third party credit enhancements by any Rating Agency or, if such Person does not have a rating for its senior unsecured long-term debt, then the rating then-assigned to such Person as an issuer, issuer default, or corporate rating by any Rating Agency. If such Person is rated by more than one of S&P, Fitch and Moody’s and such ratings are not equivalent, the lowest of the ratings shall determine the Credit Rating.
- 1.1.21 “Delivery Point(s)” means the point(s), defined in Article 2 of the Interconnection Agreement, at which Energy from the Catawba Nuclear Station and McGuire Nuclear Station is delivered to the Duke

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system transmission grid, namely where Duke's high voltage transmission lines connect with the steel frames of the Catawba Nuclear Station and the McGuire Nuclear Station switchyards, respectively.

- 1.1.22. "Dispute" has the meaning given such term in Article 16.
- 1.1.23. "Eastern Prevailing Time" or "EPT" means the time prevailing in the Eastern Time zone of the United States of America.
- 1.1.24. "Effective Date" means the date set forth in the preamble to this Agreement.
- 1.1.25. "Eligible Collateral" means cash or an unconditional Letter of Credit in a form reasonably acceptable to the other Party.
- 1.1.26. "Energy" means electric energy (expressed in kilowatt-hours).
- 1.1.27. "Environmental Attribute" means (a) any beneficial emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, resulting from, attributable to or associated with a zero emissions generation facility, which attribute shall be related to such facility's benefits to the environment and capable of being measured, verified or calculated and (b) the reporting rights related to any such attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, including the right of a party to report the ownership thereof in compliance with federal or state law, if applicable, or otherwise to a federal or state agency or any other party, including under any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes include, but are not limited to, carbon credits, portfolio credits, zero emissions credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable credits, emissions reductions, environmental air quality credits, federal, state, and local tax credits, grants or other tax incentives associated with the ownership or generation of Catawba and emissions reduction credits, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance attributable to the generation of energy by a zero emissions facility, and include, without limitation, any of the same arising out of legislation or regulation concerned with oxides of nitrogen, sulfur, or carbon, with particulate matter, soot, or mercury, or implementing an international

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convention or protocol, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator, and any other reward or incentive given for the use and/or generation of Energy by a zero emissions facility. Environmental Attributes includes any other environmental credits or benefits recognized in the future and attributable to energy generated by a zero emissions facility. Environmental Attributes may be associated with Contract Energy, Contract Capacity, or both.

- 1.1.28 "Event of Default" has the meaning given such term in Section 11.1.
- 1.1.29 "Existing Plant Capacity Rate" has the meaning given such term in Section 4.2.1.
- 1.1.30 "Extended Term" has the meaning set forth in Section 2.2.
- 1.1.31 "Facilities Study" means an engineering study conducted by the Transmission Provider to determine the modifications to the Transmission Provider's transmission system, including the costs and scheduled completion dates for such modifications, if any, that will be required for Firm Transmission Service.
- 1.1.32 "FERC" means the Federal Energy Regulatory Commission or any successor Governmental Body exercising the same or equivalent jurisdiction.
- 1.1.33 "Firm Transmission Service" means (a) electric transmission service designated firm under the open access transmission tariff of a Transmission Provider having an open access transmission tariff, or (b) if purchased from a Transmission Provider that does not have an open access transmission tariff, electric transmission service sold by such Transmission Provider as firm transmission service and generally considered, pursuant to Prudent Utility Practice and NERC requirements, to be substantially equivalent to the firm transmission service referenced in section (a) of this definition, for each Wheel from the Delivery Point to the transmission system providing service to the Purchaser.
- 1.1.34 "Fitch" means Fitch Ratings, Ltd., or its successor; provided that, if Fitch ceases to exist or publish ratings, Fitch shall mean a nationally recognized statistical rating organization of similar standing

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mutually agreed upon by the Parties, which agreement will not be unreasonably withheld or delayed.

1.1.35

"Force Majeure" means any cause beyond the control of the Party affected and which with reasonable efforts the Party affected is unable to overcome. Provided that an event or circumstance meets the foregoing criteria, Force Majeure may include the following: acts of God; fire, flood, drought, landslide, lightning, earthquake, hurricane, volcanic eruption or tornado; famine, epidemic or quarantine; strike, lockout or other labor difficulty (but only to the extent the cause of such strike, lockout or other labor difficulty is regional or national in scope or is industry-wide and not specific to the Party claiming Force Majeure); delays caused by public bidding requirements; theft; casualty; accident; inability to obtain from any source goods, labor, equipment, information or drawings, machinery, supplies, energy, fuel, materials or rolling stock; embargo; injunction; war; civil disturbance; explosion; acts of public enemies; sabotage; or invasion.

Force Majeure shall not include (i) the inability for any reason to make payments hereunder; (ii) changes in market conditions that affect the cost or availability of supply of goods or services, (iii) changes in market conditions that affect the price of the Contract Energy or Contract Capacity, or (iv) performance, non-performance or events experienced by a contractor or subcontractor or supplier (including Operator) of any goods or services to either Party to the extent such performance, non-performance or events do not constitute Force Majeure with respect to such Party.

1.1.36

"Governmental Body" means any federal, state, local, municipal or other government; any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; any court or governmental tribunal and any RTO, or any other entity, having control over the security and reliability of the Grid; FERC, NRC, NERC, and SERC; provided, however, that Governmental Body shall not include any agency, court, commission, department or other such entity acting in its capacity as lender, guarantor, or mortgagee.

1.1.37

"Grid" means (i) at the time of this Agreement, the electric transmission system providing service to the Purchaser, or (ii) the third-party electric transmission systems that Wheel Purchaser's energy from the Catawba Project, or (iii) if ownership or control of and jurisdiction

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over the electric transmission system providing service to the Purchaser or any such third party's electric transmission system is succeeded to by an RTO or other entity, the transmission system of that RTO or other successor entity.

- 1.1.38 "Imbalance" has the meaning given such term in Section 4.3.
- 1.1.39 "Indemnified Parties" has the meaning given such term in Article 14.
- 1.1.40 "Indemnifying Party" has the meaning given such term in Article 14.
- 1.1.41 "Initial Term" has the meaning set forth in Section 2.2.
- 1.1.42 "Interconnection Agreement" means that certain "Restated Interconnection Agreement" for the Catawba Nuclear Station between Duke and Seller, dated June 21, 1982, as amended.
- 1.1.43 "Investment Grade Credit Rating" means, with respect to any Party: (i) If such Party has a Credit Rating from a Rating Agency (but only one Rating Agency), such Party has a Credit Rating of at least "BBB+" from S&P or Fitch or at least "Baa1" from Moody's, as applicable; (ii) If such Party has a Credit Rating from more than one Rating Agency, the lowest of such Credit Ratings from the Rating Agencies is at least "BBB+" from S&P or Fitch or "Baa1" from Moody's, as applicable.
- 1.1.44 "kW" means kilowatt.
- 1.1.45 "kWh" means kilowatt-hour.
- 1.1.46 "Law" means any constitution, charter, act, statute, law, ordinance, code, rule, regulation or other applicable legislative or administrative action of any Governmental Body or any judicial or administrative interpretation thereof.
- 1.1.47 "Letter(s) of Credit" means one or more irrevocable, transferable standby letters of credit in a form acceptable to the Party in whose favor the letter of credit is issued and supported by a commercial bank or trust company organized under the laws of the United States or a political subdivision thereof, with (i) a credit rating of at least "A-" by S&P or Fitch and "A3" by Moody's; and (ii) having a capital and surplus of at least \$1,000,000,000.

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- 1.1.48 "Material Adverse Change" means, with respect to any entity: (i) such entity does not have an Investment Grade Credit Rating (including if an entity's only Credit Rating is suspended); or (ii) such entity does not have a Credit Rating from any Rating Agency.
- 1.1.49 "McGuire Nuclear Station" means that certain nuclear power plant consisting of Unit 1, Unit 2, and station support facilities located in Mecklenburg County, North Carolina, approximately 17 miles north of Charlotte, North Carolina, and situated on the shores of Lake Norman.
- 1.1.50 "McGuire Unit 1" means the so designated nuclear generating unit located at the McGuire Nuclear Station.
- 1.1.51 "McGuire Unit 2" means the so designated nuclear generating unit located at the McGuire Nuclear Station.
- 1.1.52 "McGuire Replacement Energy" means energy supplied by Duke to Seller pursuant to Section 8.2 of the Interconnection Agreement in lieu of a reduction in the net output of either McGuire Unit, as called for by Duke (i) for purposes of economic dispatch, (ii) to enhance system reliability, (iii) to meet valley load situations, or (iv) to satisfy system load or frequency regulation requirements.
- 1.1.53 "Month" or "month" means the period beginning HE 0100 EPT of the first day of each calendar month and ending at the beginning of the same hour of the first day of the next succeeding calendar month during the Initial Term or Extended Term (as applicable) of this Agreement.
- 1.1.54 "Monthly Capacity Rate" has the meaning given such term in Section 4.2.1.
- 1.1.55 "Moody's" means Moody's Investor Services, Inc. or its successor; provided that, if Moody's ceases to exist or publish ratings, Moody's shall mean a nationally recognized statistical rating organization of similar standing mutually agreed upon by the Parties, which agreement will not be unreasonably withheld or delayed.
- 1.1.56 "Municipalities' Consent" means the unanimous consent to, and approval of, (i) the consummation of the transactions contemplated by this Agreement (as the same may be amended by the Parties), and (ii) such other documents or agreements as may be necessary to effect

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or implement this Agreement, from each Participant, in form and substance reasonably satisfactory to Purchaser and Seller.

- 1.1.57 "MW" means megawatt.
- 1.1.58 "MWh" means megawatt-hour.
- 1.1.59 "NERC" means the North American Electric Reliability Corporation or successor organization.
- 1.1.60 "Non-Performing Party" has the meaning given such term in Section 10.1.
- 1.1.61 "Notice of Intent to Terminate" has the meaning given such term in Section 11.2.1.
- 1.1.62 "Notice of Interest" has the meaning given such term in Section 4.4.1.
- 1.1.63 "NRC" means the Nuclear Regulatory Commission or successor organization.
- 1.1.64 "Operating and Fuel Agreement" means that certain "Restated Operating and Fuel Agreement" for the Catawba Nuclear Station between Duke and Seller, dated June 21, 1982, as amended.
- 1.1.65 "Operating Committee" has the meaning set forth in Section 5.5.
- 1.1.66 "Operating Procedure" means the implementation and operating guide for this Agreement that details, among other things, the forecast and monitoring of Contract Energy, implementing and monitoring dynamic or block schedules, calculation and settlement of Imbalance, and re-marketing of Contract Energy, as initially established pursuant to Section 5.5, and as may be updated from time-to-time with the consent of both Parties.
- 1.1.67 "Operator" means the entity responsible for the operation, maintenance, and fueling of the Units, which, as of the Effective Date of this Agreement, is Duke.
- 1.1.68 "Output" or "output" has the meaning given such term in Section 7.2.

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- 1.1.69 "Participant(s)" means each of the cities and towns that have executed and are parties to a Project Power Sales Agreement with Seller as of the Effective Date.
- 1.1.70 "Parties" has the meaning given such term in the first paragraph of this Agreement.
- 1.1.71 "Person" means any individual, partnership, corporation, Limited Liability Company, association, business, trust, Governmental Body or other entity.
- 1.1.72 "Prime Rate" means the prime rate of interest as published from time to time in the Wall Street Journal or comparable successor publication. The Prime Rate shall be calculated on the basis of a 365-day year for the actual number of days applicable to a payment, reimbursement or adjustment.
- 1.1.73 "Project Agreements" means, collectively, the Interconnection Agreement, NCMPA1's Purchase, Construction, and Ownership Agreement, the Operating and Fuel Agreement, and the Purchase, Construction, and Ownership Agreement.
- 1.1.74 "Project Power Sales Agreement(s)" means, either individually or collectively, the Project Power Sales Agreements related to the Catawba Nuclear Project between Seller and each Participant, entered into in 1978, as amended.
- 1.1.75 "Proportionate Share" means, in any given Contract Year, (i) for the Purchaser, the ratio that Contract Capacity bears to the Seller's Retained Capacity as of the Effective Date of this Agreement, and (ii) for the Seller, the remaining share.
- 1.1.76 "Prudent Utility Practice" means any of the practices, methods and acts engaged in, or approved by, a significant portion of the nuclear electric utility industry in the United States operating facilities of a size and technology similar to the Catawba Project during the relevant time period, which, in the exercise of reasonable judgment in light of the facts known, or that reasonably should have been known, at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with applicable Laws, reliability, safety and expedition. Prudent 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,

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methods and acts generally accepted in the United States and having due regard for current editions of the National Electrical Safety Code, the National Electric Code, Nuclear Regulatory Commission, NRC and other applicable electrical, safety and maintenance codes and standards, manufacturers' warranties and applicable Laws.

- 1.1.77 "Purchase, Construction, and Ownership Agreement" means that certain "Restated Purchase, Construction, and Ownership Agreement" for the Catawba Nuclear Station between Duke and Seller, dated June 21, 1982, as amended.
- 1.1.78 "Purchaser" has the meaning given such term in the first paragraph of this Agreement.
- 1.1.79 "Purchaser's Ratio" has the meaning given such term in Section 4.1.
- 1.1.80 "Rating Agency" means any of S&P, Moody's, or Fitch.
- 1.1.81 "Reliability Exchanges" means the exchange provisions involving Catawba Unit 1 and the McGuire Nuclear Station described in Article 5 of the Interconnection Agreement.
- 1.1.82 "Retained Capacity" means the 831,461 kW of capacity in the Catawba Project to which the Seller is entitled under Article 6 of the Interconnection Agreement as of the Effective Date.
- 1.1.83 "RTO" means any FERC-approved organization or entity that governs, controls or administers transmission access and related functions of Purchaser and Seller pursuant to the rules, concepts and specifications contained in FERC Order 2000 and related orders.
- 1.1.84 "S&P" means the Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor; provided that, if S&P ceases to exist or publish ratings, S&P shall mean a nationally recognized statistical rating organization of similar standing mutually agreed upon by the Parties, which agreement will not be unreasonably withheld or delayed.
- 1.1.85 "Scheduled Maintenance" means the removal of one or more Units that comprise the Catawba Project or a component thereof from service (which removal reduces the capability of the one or more Units to operate) to perform maintenance, overhaul, inspection, testing or repair work, as contemplated in Section 5.3.

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- 1.1.86 "Seller" has the meaning given such term in the first paragraph of this Agreement.
- 1.1.87 "SERC" means the SERC Reliability Corporation.
- 1.1.88 "Short-term Transactions" means a sale of Contract Energy in the physical forward markets on a duration basis of less than twelve (12) Months.
- 1.1.89 "Transmission Provider" means any Person, including an RTO, providing transmission services for the delivery of Contract Energy from the Delivery Point to the point of receipt on the transmission system providing service to the Purchaser.
- 1.1.90 "Unit" or "Units" means individually, or collectively, Catawba Unit 1, Catawba Unit 2, McGuire Unit 1, or McGuire Unit 2.
- 1.1.91 "Uprate Project" has the meaning given such term in Section 4.4.1
- 1.1.92 "Wheel" means the movement of energy across the transmission system of another entity.

1.2 Rules of Construction. In this Agreement, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa. The terms "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." The term "month" refers to a calendar month. References to Exhibit shall be references to an Exhibit to this Agreement unless specifically stated otherwise. A reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented and restated through the date as of which such reference is made. A reference to any Person includes reference to its successor or permitted assignee. The term "or" is not exclusive; the terms "shall" and "will" are mandatory and the term "may" is permissive. In the event that any index or publication referenced in this Agreement ceases to be published, each such reference shall be deemed to be a reference to a successor or alternate index or publication reasonably agreed by the Parties. Both Parties acknowledge that each was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction shall be raised or used in which the provisions of this Agreement shall be construed in favor of or against either Party because one is deemed to be the author thereof.

1.3 Consents. Whenever the consent or approval of either Party is required under this Agreement, such consent or approval shall not be unreasonably withheld, unless this Agreement provides that such consent or approval is to be given by such Party at its sole or absolute discretion.

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or is otherwise qualified.

ARTICLE 2 TERM OF AGREEMENT

2.1 Term of Agreement. This Agreement will become effective upon execution by representatives of each Party duly empowered and authorized to so execute and will continue in effect, unless terminated pursuant to the provisions of Article 11 below, through the expiration of the Catawba Nuclear Station's NRC operating license, as it may be extended by the NRC.

2.2 Initial and Extended Terms. The "Initial Term" shall commence on January 1, 2024, and continue in effect through December 5, 2043, the currently scheduled expiration date of the Catawba Nuclear Station's NRC operating license. The "Extended Term," if any, shall commence beginning on December 6, 2043 and will continue through the dates of any extension that the NRC may grant to the Catawba Nuclear Station NRC operating license (e.g., through 2063 in the case of a 20-year extension).

2.3 Survival. Applicable provisions of this Agreement shall continue in effect after termination to the extent necessary to satisfy the terms and conditions of this Agreement and, as applicable, to provide for: final billings and adjustments related to the period prior to termination; repayment of any money due and owing either Party pursuant to this Agreement and the indemnifications specified in this Agreement.

ARTICLE 3 CONDITIONS PRECEDENT

3.1 Notwithstanding any provisions of this Agreement to the contrary, the following shall be conditions precedent to the Parties' respective obligations set forth in this Agreement.

3.1.1 Firm Transmission Service. Purchaser shall exercise commercially reasonable efforts to negotiate agreements for Firm Transmission Service in accordance with Prudent Utility Practice. If the Purchaser fails to enter into the necessary agreements for Firm Transmission Service on terms and conditions reasonably satisfactory to Purchaser by December 1, 2023, or such other date to which the Parties may mutually agree, Purchaser may terminate this Agreement and such termination shall be without liability to either Party arising from such termination.

3.1.2 Confidentiality Agreement with Duke. The Parties hereto, the Purchaser's scheduling agent, and Duke, on or before December 1, 2023, shall execute an agreement permitting Seller to share with Purchaser and its scheduling agent confidential information

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provided to Seller by Duke, or developed by Seller from confidential information provided to Seller by Duke, related to the Catawba Nuclear Station and/or its operations (the "Confidentiality Agreement"). Seller and Purchaser shall exercise commercially reasonable efforts to enter into such an agreement. This Agreement, and the Parties' obligations hereunder, will terminate automatically without further action by either Party if the Confidentiality Agreement is not executed by December 1, 2023 or such other date to which the Parties may mutually agree.

3.1.3 Municipalities' Consent. Seller shall use commercially reasonable efforts to obtain the Municipalities' Consent, on or before September 1, 2023, or such other date as the Parties may agree, and the Municipalities' Consent shall be in full force and effect, and shall not have been reversed, stayed, enjoined, set aside, annulled or suspended. Either Party may terminate this Agreement if the Municipalities' Consent is not in full force and effect on or before September 1, 2023, or such other date to which the Parties may mutually agree, and such termination shall be without liability to either Party arising from such termination.

3.1.4 Amendment to Project Power Sales Agreements. Seller shall use commercially reasonable efforts to enter into an amendment to each of its Project Power Sales Agreements with each Participant on or before September 1, 2023, or such other date as the Parties may agree, that reflects and gives effect to the terms of this Agreement with Purchaser. Either Party may terminate this Agreement if such amendments to the Project Power Sales Agreements have not been executed on or before September 1, 2023, or such other date as the Parties may agree, and such termination shall be without liability to either Party arising from such termination.

3.1.5 Bond Resolution Requirement. Seller shall use commercially reasonable efforts to obtain advice or confirmation, whether published, informal, private or confidential, from each Rating Agency currently rating any bonds outstanding under the Bond Resolution adopted by the Seller's Board of Commissioners on November 16, 1978, as supplemented and amended (unless in any case such Rating Agency advises Seller that it does not provide the same in the ordinary course of business) to the effect that such same rating will not be downgraded as a result of Seller entering into this Agreement with Purchaser. Either Party may terminate this Agreement if Seller has not obtained such advice or confirmation (or has not received advice that the Rating Agency does not provide such advice or confirmation) on or before September 1, 2023, or such other date as the Parties may agree, and such termination shall be without liability to either Party arising from such termination.

3.1.6 Legal Opinions. Purchaser and Seller shall have received opinions of legal counsel to the other Party executed simultaneously with this Agreement substantially in the form of Exhibits 2 and 3.

ARTICLE 4 SALE AND PURCHASE

4.1 Quantities of Contract Capacity and Contract Energy. Subject to the terms and conditions of this Agreement, Seller agrees to deliver and sell to Purchaser and Purchaser agrees to receive and purchase from Seller "Contract Capacity" and "Contract Energy" in the amounts and according to the following:

Contract Capacity: 150 MW

Contract Energy: (150,000 kW/831,461 kW) ("Purchaser's Ratio") X CPO

For purposes of computing Contract Energy, "CPO" is Seller's Catawba Project Output in any given hour, including Catawba Replacement Energy and McGuire Replacement Energy, and "831,461 kW" is Seller's Retained Capacity as of the Effective Date. With the exception of changes that may be required by the provisions of Section 4.4.3, Purchaser's Ratio will not change after the Effective Date.

- 4.1.1 Extended Term. If there is an Extended Term, as provided in Section 2.2 of this Agreement, Contract Capacity will, unless otherwise agreed by the Parties pursuant to Section 4.4, remain at 150,000 kW and Contract Energy will remain at Purchaser's Ratio X CPO.
- 4.1.2 Obligation to Supply and Receive. Except as otherwise permitted in this Agreement, during the Initial Term and an Extended Term, if any, the Seller shall make available to Purchaser the Contract Capacity and deliver to the Delivery Point the Contract Energy. Purchaser shall accept and receive, or cause to be accepted and received the Contract Energy at the Delivery Point for the account of Purchaser.
- 4.1.3 Allocation of Additional Rights and Obligations. Purchaser shall be entitled to and shall receive its Proportionate Share of all financial adjustments, proceeds, credits, rebates or similar benefits received by Seller related to its ownership in the Catawba Project, including rights provided in the Project Agreements, Environmental Attributes and any other attribute conferring a financial benefit to Purchaser as a result of the Catawba Nuclear Station's existence as a nuclear facility. Purchaser shall be responsible for payment of its Proportionate Share of all costs, surcharges, fees, fines, penalties, taxes or similar obligations of Seller relative to its ownership in the Catawba Project, as set forth in Section 4.2 of this Agreement, except that Purchaser shall not be responsible for fines or penalties levied as a result of the negligence or willful misconduct of Seller.

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4.2 Charges for Contract Capacity and Contract Energy. The charges for Contract Capacity and Contract Energy in each Month of any Contract Year will consist of the Charge for Contract Capacity, the Charge for Capital Additions, the Charge for Catawba Project Operating Costs, and excise taxes or any subsequent or replacement taxes paid to the State of South Carolina related to sales of Contract Energy. Exhibit 1 to this Agreement summarizes the charges for Contract Capacity and Contract Energy and the formulaic methodology that will be used to compute monthly charges for the various charge components is set forth below (and in Exhibits 1.1, 1.2, and 1.3).

- 4.2.1 Charge for Contract Capacity. The Charge for Contract Capacity will be equal to the Contract Capacity in kW multiplied by the Monthly Capacity Rate. The "Monthly Capacity Rate" will be equal to the Existing Plant Capacity Rate (as defined below) divided by 12. The "Existing Plant Capacity Rate" for Contract Years 2024 through 2031 will be expressed on a \$/kW-year, and calculated in accordance with Exhibit 1.1. The Existing Plant Capacity Rate during the remainder of the Initial Term and the Extended Term, if any, will be \$0/kW-year.
- 4.2.2 Charge for Capital Additions. The Charge for Capital Additions in any given Month of a Contract year shall be Purchaser's Ratio of Seller's Catawba Project direct and indirect capital additions and associated fees billed to Seller by Duke for such Month pursuant to the Operating and Fuel Agreement, calculated in accordance with Exhibit 1.2 of this Agreement.
- 4.2.3 Charge for Catawba Project Operating Costs. The Charge for Catawba Project Operating Costs in any given Month of a Contract Year shall be the sum of the following (i) Purchaser's Ratio of Seller's Catawba Project non-fuel direct and indirect operating and maintenance expenses and associated operating fees billed to Seller by Duke for such Month pursuant to the Operating and Fuel Agreement, (ii) Purchaser's Ratio of Seller's Catawba Project related administrative and general expenses for such Month, (iii) Purchaser's Ratio of one-twelfth (1/12) of Seller's annual property taxes associated with the Catawba Project, (iv) Purchaser's Ratio of Seller's decommissioning cost accruals for such Month, (v) Purchaser's Ratio of Seller's Catawba nuclear fuel amortization expenses for such Month, (vi) Purchaser's Ratio of Seller's Catawba Replacement Energy and McGuire Replacement Energy charges, if any, and (vii) Purchaser's Ratio of Seller's McGuire Reliability Exchange capacity and net energy charges for such Month pursuant to Sections 5.3 and Article 8 of the Interconnection Agreement, respectively, all calculated in accordance with Exhibit 1.3 of this Agreement.

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- 4.2.4 South Carolina Excise and Other Taxes. For any given Month, Seller shall pass through to Purchaser Seller's electric power excise tax obligation associated with the Contract Energy actually delivered to the Delivery Point under this Agreement, which is billed on a cents/kWh of electric power sold for resale within South Carolina (i.e., Contract Energy), or any additional, subsequent, or successor tax that is levied by South Carolina on the sale of electric power sold for resale within the state and applicable to the Contract Energy actually delivered to the Delivery Point. Seller shall also pass through to Purchaser all taxes as required under Article 26 herein.
- 4.2.5 Partial Months. For any partial Month, the charge for Contract Capacity shall equal the amount determined pursuant to the formulaic methodology set forth in Section 4.2.1 above multiplied by a fraction, the numerator of which is the number of days of such partial Month within the Contract Year, and the denominator of which is the total number of days in such Month. The charge associated with all non-energy-related Purchaser's Proportionate Share of the Seller's Catawba Project Operating Costs will follow the same pro-rata partial month apportionment. Energy-related charges for Contract Energy (that include Catawba nuclear fuel amortization expense, Catawba Replacement Energy and McGuire Replacement Energy charges, and McGuire Reliability Exchange net energy charges) for partial Months will be based upon (and limited to) the Contract Energy actually delivered during the days of such partial Month in which Contract Energy was delivered. Notwithstanding the provisions of Article 10 herein, the payments for Contract Capacity and Purchaser's Proportionate Share of the Seller's Catawba Project Operating Costs shall be made by Purchaser during all Months of the Initial Term and any Extended Term(s).
- 4.2.6 Liability for Negligence or Willful Misconduct of Seller. Notwithstanding any other provision of this Agreement, Purchaser shall not be liable for any costs or losses incurred due to the negligence or willful misconduct of Seller. If Purchaser incurs costs or losses from the negligence of Seller, Seller shall credit the amount of such costs or losses to Purchaser pursuant to Section 8.2. In no event shall such credit exceed direct replacement energy costs incurred by Purchaser.
- 4.2.7 Liability for Negligence or Willful Misconduct of Third Parties. Notwithstanding any other provision of this Agreement, Seller shall not be responsible for the losses of Purchaser due to negligence or willful misconduct by third parties except that, if Purchaser incurs losses due to negligence or willful misconduct of Operator or another third party, Seller shall credit Purchaser to the extent that Seller recovers all or a portion of

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such losses from Operator or third party. In such event, Seller shall include a credit equal to Purchaser's Ratio of such recovery in the next ensuing monthly invoice after the recovery.

4.3 Dispatch and Scheduling. Pursuant to the Interconnection Agreement, Duke has sole responsibility for the scheduling and dispatching of the available capacity of the Catawba (and McGuire) Units. Duke is obligated to schedule and dispatch the Catawba (and McGuire) Units in accordance with Duke's standard scheduling and dispatching procedures to serve the combined loads of Duke and the other Catawba Owners. Seller will provide forecasts of its Catawba Project Output for the purpose of Purchaser developing Contract Energy schedules, and will commit to keeping Purchaser abreast of the real-time status of the Units, along with their planned/scheduled outages as described in the Operating Procedure. Purchaser acknowledges that Seller relies upon Operator to develop and communicate to the Catawba Owners such forecasts.

Purchaser will be responsible for taking delivery of the Contract Energy at the Delivery Point(s) and scheduling the Contract Energy from the Delivery Point(s). To the extent Purchaser is able to make appropriate arrangements with the Transmission Providers, Purchaser will take delivery through a dynamic schedule. Purchaser is responsible for all tagging requirements associated with the Contract Energy schedules, including compliance with all applicable NERC and NAESB standards. If, and to the extent that, any scheduling estimations, limitations or restrictions result in a difference between the actual amount of Contract Energy available in an hour and the amount of energy that is actually provided to, or for the account of, the Purchaser in that hour (the "Imbalance"), such Imbalance shall be settled as between the Purchaser and the Seller. The charge or credit for Imbalance in any given month will be based upon the Generation Imbalance (Schedule 13) charges or credits attributable to Purchaser's Contract Energy incurred by Seller pursuant to its Service Agreement for Network Integration Transmission Service with its Transmission Provider, as described in the Operating Procedure.

4.4 Power Upgrades.

4.4.1 Seller shall notify Purchaser, within thirty (30) days of Seller's receipt of notice from Operator, that Operator is considering making Capital Additions to either of the Catawba Units which may increase the Catawba Project Output ("Uprate Project"). Within ninety (90) days of Purchaser's receipt of such notice, Purchaser shall notify Seller that Purchaser is either interested in participating in the Uprate Project ("Notice of Interest") or is not interested in participating in the Uprate Project. If Purchaser provides Seller a Notice of Interest, within 5 months after the date of the Notice of Interest, Purchaser shall either confirm its intent to participate or withdraw from the Uprate Project.

4.4.2 If Purchaser confirms its intent to participate in an Uprate Project, the Purchaser's Ratio would remain unchanged, and Contract Energy would increase proportionately in connection with the Uprate Project (i.e., no amendments to this Agreement would be necessary).

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4.4.3. If Purchaser declines to participate in such Uprate Project and Seller participates in the Uprate Project, the Parties will amend this Agreement in a manner such that (i) Purchaser is not responsible for the Capital Additions cost associated with the Uprate Project, and (ii) once the Uprate Project is completed, the Purchaser's Ratio would be reduced, as appropriate, recognizing the estimated increase in the Catawba Project Output as a result of the Uprate Project. If Seller and Purchaser are unable to reach an agreement regarding an amendment to this Agreement, the parties shall resolve such dispute in accordance with to the dispute resolution procedures in Article 16 to effect the foregoing intent. Notwithstanding the foregoing provisions relating to Purchaser's right to participate or not participate in an Uprate Project, Seller is under no obligation to approve such Uprate Project under the Operating and Fuel Agreement. If Seller does not approve such Uprate Project under the Operating and Fuel Agreement, Purchaser will have no rights with respect to energy or capacity from the Uprate Project.

4.5 Re-marketing of Contract Energy by Seller. If requested by Purchaser in accordance with the terms relating to re-marketing of Contract Energy by Seller set forth in the Operating Procedure, Seller will make commercially reasonable efforts to re-market Contract Energy on Purchaser's behalf in Short-term Transactions in a manner that is reasonably expected to result in no financial detriment to Seller. The determination of the existence or expectation of financial detriment to Seller shall be made by Seller in its sole discretion. If Purchaser requests Seller to re-market Contract Energy, Purchaser will inform Seller of the applicable re-marketing period and appropriately adjust all Contract Energy delivery schedules during the applicable period. Revenues due to Purchaser derived from such Short-term Transactions will be credited to the account of Purchaser on the next ensuing monthly invoice, as shown on Exhibit I.

Purchaser reserves the right to re-market Contract Energy on its own or through a third party so long as such re-marketing does not violate any covenants or conditions of this Agreement. Any costs, fees or penalties incurred by Purchaser, or a third party acting on Purchaser's behalf, associated with Purchaser's decision to re-market Contract Energy will be the sole responsibility of Purchaser.

4.6 Contract Energy Statement. Concurrently with the issuance of each monthly invoice by Seller, Seller shall submit to Purchaser a statement setting forth in reasonable detail the quantity of Contract Energy actually delivered to Purchaser from the Catawba Project as described in the Operating Procedure. Purchaser acknowledges that Seller relies upon Operator to develop and communicate to the Catawba Owners such information.

4.7. No Adverse Distinction. During the term of this Agreement, Seller shall exercise any rights it has under the Project Agreements to avoid any adverse distinction made by Duke (or any future operator of the Catawba Project) between dispatch of the Catawba Project and any other assets Duke (or a future operator) holds. Additionally, when Duke supplies Seller Catawba Replacement Energy or McGuire Replacement Energy, Seller shall not distinguish between

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Purchaser and any of Seller's other customers when delivering such Catawba Replacement Energy and McGuire Replacement Energy.

ARTICLE 5 COMMUNICATION, SCHEDULED MAINTENANCE, CATAWBA COST PROJECTIONS, AND OPERATING COMMITTEE

5.1 Communication. Purchaser and Seller shall follow the procedures for notice and communication of energy delivery and transmission issues described in the Operating Procedure.

5.2 Recording. The Parties hereby consent to the recording of all conversations on the telephone lines used for communicating scheduling of Contract Energy and related notices and instructions in accordance with customary industry practice. The contents of such recordings shall be definitive, except in the case of manifest error.

5.3 Scheduled Maintenance. Prior to September 1st of each Contract Year, the Seller shall provide Purchaser with a schedule indicating the Operator's target dates and durations of planned maintenance outages of the Units for the following calendar year and beyond (extending as many years as the Operator has provided). Thereafter, the Seller shall provide Purchaser with as much notice as practicable should changes to the previously submitted schedule occur and shall provide Purchaser updated information from time to time as to the status and anticipated availability of the Units, including current planned Unit maintenance outages and the commencement of and anticipated completion of forced outages. All information related to planned outages of the Units, as provided by Seller, shall be subject to the Confidentiality Agreement. Purchaser acknowledges that Seller relies upon Operator to develop and communicate to the Catawba Owners the yearly planned maintenance outage schedules and updates thereto.

5.4 Catawba Cost Projections. Prior to September 15th of each Contract Year, Seller shall provide Purchaser with the Operator's most current estimates of the Catawba Nuclear Station's direct and indirect operation and maintenance and capital additions costs for the immediately following Contract Year. Prior to December 15th of each Contract Year, Seller shall provide Purchaser with the Operator's estimates of the Catawba Nuclear Station's direct and indirect operation and maintenance and capital additions costs that will be billed under the Operating Agreement on an estimated basis for the immediately following Contract Year. Prior to February 1st of each Contract Year, Seller shall provide Purchaser with the Operator's 5-year planning estimates of the Catawba Nuclear Station's operation and maintenance and capital additions costs. At any time during each Contract Year, to the extent the Operator provides preliminary estimates of operating and maintenance and capital additions costs to Seller, Seller shall endeavor to provide such estimates to the Purchaser. All information related to the estimates of the Catawba Nuclear Station's operation and maintenance and capital additions costs, as provided by Seller, shall be subject to the Confidentiality Agreement. Purchaser acknowledges

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that Seller relies upon Operator to develop and communicate to the Catawba Owners the annual estimations of operation and maintenance and capital additions costs.

5.5 Operating Committee. The Parties shall establish an "Operating Committee" consisting of two (2) representatives each. The Operating Committee shall facilitate the coordination and interaction between the Parties with respect to the performance of the duties and obligations imposed on the Parties hereunder, including initial development of the Operating Procedure that shall be finalized no later than November 1, 2023. The Operating Committee shall update the Operating Procedure from time to time, as needed. The Operating Committee shall not, however, have any authority to modify or otherwise alter the Parties' rights and obligations under this Agreement.

ARTICLE 6 INTERCONNECTION AND TRANSMISSION

6.1 Interconnection. Pursuant to the Interconnection Agreement, the Units interconnect with Duke's transmission system at the Delivery Point.

6.2 Transmission. Purchaser shall be responsible for all costs associated with and for making all arrangements, including tagging and any required ancillary services, with the Transmission Providers for transmission from and beyond the Delivery Point of Energy delivered by Seller to Purchaser pursuant to this Agreement.

ARTICLE 7 RISK OF LOSS; HOURLY CATAWBA PROJECT OUTPUT

7.1 Risk of Loss. Contract Energy delivered pursuant to this Agreement shall be made available to Purchaser at the Delivery Point. Title and risk of loss with respect to all Contract Energy shall pass to Purchaser when Contract Energy is made available to Purchaser at the Delivery Point. Except to the extent expressly limited in this Agreement, Purchaser shall bear all risk of all occurrences of any nature (including any event beyond the reasonable control of either Party) affecting any interconnection facilities, substations, transmission lines and other facilities beyond the Delivery Point.

7.2 Hourly Catawba Project Output. Pursuant to Sections 8.1(D) and 8.2(D) of the Interconnection Agreement, for purposes of measuring Catawba Project Output in any given hour, the Output is derived algorithmically as follows:

In any hour, the Output of Catawba Unit X and the Output of McGuire Unit X shall be derived using the following equations:

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Output of Catawba Unit X = GNA (gross output of Catawba Unit X) + GNB

Output of McGuire Unit X = GNA (gross output of McGuire Unit X) + GNB

Where GNA and GNB are constants for the respective unit supplied by Duke and derived by the application of a "least squares" linear curve fitting program to a representative sample of metered gross output and corresponding net output values for the Unit in question.

The gross output of Catawba and McGuire Units are metered by Duke on a real time basis and such hourly integrated values of Catawba Project Output (as measured in kWh) are provided to NCMPA I on its Interconnection Agreement monthly invoice.

ARTICLE 8 METHOD OF PAYMENT

8.1 Invoicing and Payment. As soon as reasonably practicable after the first day of each Month, commencing with the second Month or portion thereof during which any Contract Energy is delivered to Purchaser and continuing for each Month until the first Month after the termination of this Agreement, Seller shall submit to Purchaser an invoice as described in Section 8.2. If such invoice indicates a net amount payable to Seller, Purchaser shall pay such invoice within fifteen (15) Business Days of Purchaser's receipt of the invoice. Such payment shall be made, in U.S. dollars, by wire transfer or ACH of immediately available funds prior to 3:00 p.m. Eastern Prevailing Time, on the date of payment, to Seller at its account with _____, Account No. _____ (ABA No. _____) or such other account in the continental United States as Seller shall direct in a notice to Purchaser at least ten (10) Business Days prior to the date such payment is due. Payments made after 3:00 p.m. Eastern Prevailing Time or on a day that is not a Business Day shall be deemed to be made on the next subsequent Business Day. If such invoice indicates a net amount payable to Purchaser, Seller shall pay such amount within fifteen (15) Business Days of Purchaser's receipt of the invoice.

8.2 Monthly Invoices. Each Monthly invoice shall show the amount and calculation of the following, as applicable: (i) the Charge for Contract Capacity, the Charge for Capital Additions, and the Charge for Catawba Project Operating Costs payable by Purchaser to Seller for the preceding Month, as more fully outlined in Exhibit I, net of any amounts to be credited by Seller to Purchaser for such Month; and (ii) payments, refunds, credits and reductions, if any, payable by either Party pursuant to Section 8.3 and Section 8.4.

8.3 Late Payments. Any amount due from either Party hereunder not paid in full on or before the date such payment is due will incur a late payment charge on the unpaid amount from the original due date until the date paid at an annual rate equal to the then Prime Rate plus one (1)

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percentage point.

8.4 Billing Disputes. In the event of any dispute as to all or any portion of any Monthly invoice, Purchaser shall give notice of the dispute to Seller but shall pay the full amount of the invoice when due (or if applicable, Seller shall give notice to Purchaser of Seller's dispute regarding any information provided by Purchaser that was a factor in any calculation supporting invoiced amounts). Each notice shall state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. Purchaser and Seller shall give all due and prompt consideration to any such dispute. Upon final determination (whether by agreement, dispute resolution pursuant to Article 16 hereof, or otherwise) of the dispute, any amounts due to Purchaser or Seller, together with simple interest from the date due until the date paid at the Prime Rate, shall be paid no later than 30 days following such final determination.

8.5 Audit Rights. Each Party, or any authorized third-party representative of a Party, shall keep complete and accurate records, and shall maintain such data as may be necessary for the purpose of ascertaining the accuracy of all relevant data, estimates, or statements of charges submitted hereunder for a period of two (2) full calendar years, or longer if a dispute is timely brought by a Party consistent with this Agreement. Within a two (2) year period from the date an invoice is delivered under this Agreement, either Party may request in writing copies of the records supporting the invoice and audit the other Party's books and records (or other information to which the other Party has access) to the extent reasonably necessary to verify the accuracy of any statement or charge. The Party from which documents or data have been requested shall cooperate in providing the documents and data within a reasonable time period. If a Party brings a timely dispute consistent with the requirements of this Agreement, both Parties agree to retain complete and accurate records and such data as may be necessary for the purpose of ascertaining the accuracy of all relevant data, estimates, or statements of charges submitted hereunder until the dispute is resolved. The Parties shall maintain their respective books and records in accordance with generally accepted accounting principles applicable from time to time.

ARTICLE 9

REGIONAL TRANSMISSION ORGANIZATION; ENVIRONMENTAL ATTRIBUTES

9.1 Formation of RTO. In the event that the formation of one or more RTOs materially changes the scheduling requirements or cost components of transmission service associated with the delivery of Contract Energy after the Delivery Point as provided under this Agreement (including, but not limited to, costs associated with congestion, re-dispatch and marginal transmission losses), Purchaser shall bear responsibility for all such costs after the Delivery Point.

9.2 Environmental Attributes. To the extent future State or Federal legislation or regulations impose costs on emissions of carbon dioxide from fossil-fueled generation (regardless of whether either Party has fossil-fueled generation in its resource portfolio) during the term of this Agreement, Purchaser agrees to pay Seller one-half of the costs associated with the cost of

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carbon dioxide emissions from an equivalent amount of Contract Energy deemed to have been generated from a gas-fired combined cycle generating facility. Prior to such legislation or regulations becoming effective, the Parties shall engage in good-faith negotiations to amend this Agreement to effectuate the intention that Purchaser shall bear 50% of the cost of such legislation or regulation as if such Contract Energy had been generated by gas-fired combined cycle technology generation, and that such hypothetical costs shall be paid to Seller. If Seller and Purchaser are unable to reach an agreement regarding an amendment to this Agreement, the Parties shall resolve such dispute in accordance with the dispute resolution procedures in Article 16 to effect the foregoing intent. To the extent State or Federal legislation or regulations currently provide or in the future establish an Environmental Attribute that confers a financial benefit on energy produced by the Catawba Nuclear Station, Purchaser shall receive its Proportionate Share of the financial benefit, per Section 4.1.3.

ARTICLE 10 FORCE MAJEURE

10.1 Force Majeure Notice and Obligations. The existence of Force Majeure, which prevents a Party (the "Non-Performing Party") from performing or from timely performing an obligation set forth in this Agreement, shall excuse the Non-Performing Party's delay in performing, or failure to perform, such obligations, subject to any express limitations on such excuse set forth in this Article 10. In the event a Force Majeure causes the Non-Performing Party to delay performance or fail to perform an obligation under this Agreement:

10.1.1 the Non-Performing Party shall give the other Party written notice and full details as soon as practicable after learning of the Force Majeure;

10.1.2 the Non-Performing Party shall use reasonable dispatch to remedy its inability to perform (except that this provision shall not impose a requirement on either Party to deliver or receive Contract Energy at a delivery point other than a Delivery Point), and, if Seller is the Non-Performing Party, Seller shall use reasonable efforts to provide Contract Energy from the Catawba Project at the Delivery Point; and

10.1.3 when the Non-Performing Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.

10.2 During the suspension of performance due to or resulting from a Force Majeure declared by Seller based on a claim of Force Majeure declared by the Operator, Purchaser shall continue to make all payments due to Seller pursuant to Article 8 during the Force Majeure event, regardless of the amount of Contract Energy delivered, for so long as and to the extent Seller is

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required to make payments to the Operator, provided that Seller takes all reasonable steps to contest any claim of Force Majeure by the Operator and enforces all rights it may have with claims of Force Majeure against the Operator.

10.3 During the suspension of performance due to or resulting from a Force Majeure declared by Purchaser, Purchaser shall continue to make all payments due to Seller pursuant to Article 8 during the Force Majeure event, regardless of the amount of Contract Energy delivered, for so long as and to the extent Seller is required to make payments to the Operator.

ARTICLE 11 EVENTS OF DEFAULT; SECURITY REQUIREMENT AND TERMINATION

11.1 Events of Default. An Event of Default shall be deemed to have occurred with respect to a Party upon the occurrence and during the continuance of any of the following events:

- 11.1.1 The Bankruptcy of a Party;
- 11.1.2 A Party fails to pay any invoiced amount when due under this Agreement within five (5) Business Days after receiving written notice of such failure;
- 11.1.3 A failure to comply with the obligations of Section 11.3 below identifying requirements in the event that either Party experiences a Material Adverse Change;
- 11.1.4 Except for the events described in Sections 11.1.2 and 11.1.3, above, a Party's unexcused failure to perform or observe any of its material obligations or covenants hereunder or material breach of this Agreement and such failure or material breach is not remedied within thirty (30) days following receipt of written notice from the other Party demanding cure of such failure or material breach;
- 11.1.5 Any representation or warranty made by a Party herein or in any document or certificate furnished by a Party hereunder shall have been false when made and such false representation or warranty has a material and adverse effect on the other Party and, if capable of being cured, such false representation or warranty is not cured within thirty (30) days after written notice thereof from the other Party; or
- 11.1.6 A Party disaffirms, disclaims, repudiates or rejects, or challenges the validity of this Agreement, in whole or in part.

11.2 Remedies; Notice of Intent to Terminate. Upon the occurrence and during the continuation of any Event of Default, the Party not in default (the "Non-Defaulting Party") shall

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have the right to pursue all remedies available at law or in equity, suspend its performance under this Agreement to the extent of the Event of Default and/or to deliver a notice of intent to terminate ("Notice of Intent to Terminate") this Agreement to the Party in default ("Defaulting Party"). Any Notice of Intent to Terminate shall specify the Event of Default giving rise to such Notice of Intent to Terminate. Following the giving of a Notice of Intent to Terminate, the Parties shall negotiate, pursuant to the provisions of Article 16 hereof, a remedy for the Event of Default, following which negotiation, unless the Parties shall have otherwise mutually agreed on a remedy, the Non-Defaulting Party may terminate this Agreement by giving written notice thereof to the Defaulting Party, whereupon this Agreement shall terminate immediately.

11.3 Security Requirement. In the event that Purchaser experiences a Material Adverse Change, Purchaser shall deliver Eligible Collateral to Seller within seven (7) Business Days of the occurrence of the Material Adverse Change in addition to Purchaser's other payment obligations under this Agreement. Beginning January 1, 2032, in the event that Seller experiences a Material Adverse Change, Seller shall deliver Eligible Collateral to Purchaser within seven (7) Business Days of the occurrence of the Material Adverse Change in addition to Seller's other payment obligations under this Agreement. Eligible Collateral shall be in an amount equal to the sum of the total charges under this Agreement for the most recent four (4) months immediately preceding the occurrence of the Material Adverse Change, rounded up to the nearest \$5 million, adjusted annually during any continuation of the Material Adverse Change. If the Party experiencing a Material Adverse Change elects to provide a Letter of Credit as its Eligible Collateral, it shall bear the costs of such Letter of Credit.

11.3.1. Upon or any time after the occurrence or deemed occurrence and during the continuation of a Material Adverse Change, the Party in receipt of Eligible Collateral may (i) exercise any of the rights and remedies of a secured party with respect to all Eligible Collateral, including any such rights and remedies under law then in effect, and (ii) liquidate and draw on any outstanding Eligible Collateral issued for its benefit (free from any claim or right of any nature whatsoever of the Party experiencing a Material Adverse Change, including any equity or right of purchase or redemption that the Party experiencing a Material Adverse Change may possess) with respect to the obligations of the Party experiencing a Material Adverse Change under this Agreement.

11.3.2. If the Eligible Collateral is in the form of a Letter of Credit, such Letter of Credit shall be maintained, renewed, or replaced until such time as the Material Adverse Change no longer applies; provided that the Party experiencing a Material Adverse Change shall be entitled to reduce the amount available under the Letter of Credit at any time to the extent that such amount exceeds the Eligible Collateral.

11.4 Forward Contract. The Parties intend that this Agreement shall constitute a "forward contract" within the meaning of the United States Bankruptcy Code.

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ARTICLE 12 WAIVERS

12.1 Failure by either Party to exercise any of its rights under this Agreement shall not constitute a waiver of such rights. Neither Party shall be deemed to have waived any right resulting from any failure to perform by the other Party unless it has made such waiver specifically in writing, and no such waiver shall operate as a waiver of any future failure to perform whether of a like or different character. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

12.2 EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH, THE PERFORMANCE OR DEFAULT BY A PARTY UNDER THIS AGREEMENT, ANY CREDIT SUPPORT DOCUMENT, OR ANY OTHER AGREEMENT, CONTRACT, CERTIFICATE OR DOCUMENT EXECUTED BY THE PARTIES IN CONNECTION WITH THIS AGREEMENT. Each Party (i) certifies that no representative, agent or attorney of the other Party has represented, expressly or otherwise, that such other Party would seek, in the event of such a suit, action or proceeding, that the foregoing waiver not be enforced and (ii) acknowledges that it and the other Party have been induced to enter into this agreement, by, among other things, the mutual waivers and certifications in this Section.

Each Party acknowledges that it has knowingly negotiated and agreed to this provision, and that, with respect to this provision, there has been equal bargaining power between the Parties. Each Party represents and warrants that consent to this waiver is made knowingly and voluntarily. Each Party agrees that a copy of this waiver may be filed with any court as conclusive proof that the waiver was given voluntarily by each Party.

ARTICLE 13 REPRESENTATIONS AND WARRANTIES

13.1 Representations and Warranties of Seller. The Seller represents and warrants that:

(i) it has all corporate and regulatory authorizations necessary for it to legally perform its obligations under this Agreement;

(ii) the execution, delivery and performance of this Agreement and any other documentation it is required to deliver under this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents, any contract or other agreement to which it is a

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party or any law, regulation or other requirement applicable to it;

(iii) the individual(s) executing and delivering this Agreement and any other documentation required to be delivered under this Agreement are duly empowered and authorized to do so;

(iv) this Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with the terms hereof;

(v) there are no legal proceedings threatened or pending that would be reasonably likely to materially adversely affect its ability to perform this Agreement;

(vi) it has taken all acts necessary for the valid execution, delivery and performance of this Agreement, as required under the Joint Municipal Electric Power and Energy Act, Chapter 159B of the General Statutes of North Carolina ("Seller's Enabling Act") and Seller's ordinances and regulations;

(vii) all persons making up the governing body of Seller are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with the Seller's Enabling Act and other applicable law;

(viii) entry into and performance of this Agreement by Seller are for a proper public purpose within the meaning of the Seller's Enabling Act and all other relevant constitutional, organic or other governing documents and applicable law;

(ix) the term of this Agreement does not extend beyond any applicable limitation imposed by the Seller's Enabling Act or other relevant constitutional, organic or other governing documents and applicable law;

and

(x) obligations to sell Contract Capacity and Contract Energy to Purchaser do not constitute any kind of indebtedness of Seller or create any kind of lien on, or security interest in, any property or revenues of Seller which, in either case, is proscribed by any provision of any governing documents and applicable law, any order or judgment of any court or other agency of government applicable to it or its assets, or any contractual restriction binding on or affecting it or any of its assets.

13.2 Representations and Warranties of Purchaser. Purchaser represents and warrants that:

(i) it has all corporate and regulatory authorizations necessary for it to legally perform its obligations under this Agreement;

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(ii) the execution, delivery and performance of this Agreement and any other documentation it is required to deliver under this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents, any contract or other agreement to which it is a party or any law, regulation or other requirement applicable to it;

(iii) the individual(s) executing and delivering this Agreement and any other documentation required to be delivered under this Agreement are duly empowered and authorized to do so;

(iv) this Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with the terms hereof;

(v) there are no legal proceedings threatened or pending that would be reasonably likely to materially adversely affect its ability to perform this Agreement;

(vi) it has taken all acts necessary for the valid execution, delivery and performance of this Agreement, as required under Purchaser's articles of incorporation and Purchaser's bylaws and policies;

(vii) all persons making up the governing body of Purchaser are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with the Purchaser's articles of incorporation, bylaws and other applicable law;

(viii) the term of this Agreement does not extend beyond any applicable limitation imposed by the Purchaser's articles of incorporation or other relevant constitutional, organic or other governing documents and applicable law; and

(ix) obligations to purchase Contract Capacity and Contract Energy from Seller do not constitute any kind of indebtedness of Purchaser or create any kind of lien on, or security interest in, any property or revenues of Purchaser which, in either case, is proscribed by any provision of any governing documents and applicable law, any order or judgment of any court or other agency of government applicable to it or its assets, or any contractual restriction binding on or affecting it or any of its assets.

13.3 Further Assurances. Each Party agrees that it shall take all reasonable actions necessary to fulfill its obligations under this Agreement. If either Party reasonably determines or is advised that any further instruments or any other things are necessary or desirable to carry out the terms of this Agreement, the other Party shall execute and deliver all such instruments and assurances and do all things reasonably necessary to carry out the terms of this Agreement. Each Party shall provide such documentation, agreements or information as the other Party may reasonably require to carry out its obligations or enforce its rights under this Agreement. Neither Purchaser nor the Seller nor any of its affiliates or subsidiaries will, during the term of this Agreement, take any action, enter into any contracts or otherwise incur any obligations that could

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reasonably be anticipated to materially interfere with or adversely affect its ability to perform its obligations under this Agreement.

13.4 No Partnership. Nothing in this Agreement shall be deemed to create or constitute an association, joint venture, partnership or any other type of entity or relationship between the Parties or to impose a trust of partnership duty, obligation or liability on or with regard to the Parties.

13.5 No Immunity Claim. Each Party warrants and covenants that, with respect to its contractual obligations to the other hereunder and performance thereof, it will not claim immunity on the grounds of sovereignty or similar grounds from (a) suit, (b) jurisdiction of court (including a court located outside the jurisdiction of its organization), (c) relief by way of injunction, order for specific performance, or (d) execution or enforcement of any judgment.

13.6 No Amendments to Project Agreements. Seller covenants that it will not amend, waive any rights from or fail to enforce any rights within any of the Project Agreements in a manner that is adverse to Purchaser's rights or obligations under this Agreement without the consent of Purchaser, which may not be unreasonably withheld. Notwithstanding this Section 13.6, Seller shall have the sole and absolute discretion to exercise the right under the Operating and Fuel Agreement to participate in an Uprate Project in accordance with Section 4.4.3.

ARTICLE 14 LIABILITY OF PARTIES

14.1 INDEMNITIES.

14.1.1 TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY (THE "INDEMNIFYING PARTY") SHALL FULLY INDEMNIFY AND DEFEND THE OTHER PARTY FROM AND AGAINST ANY CLAIMS ARISING FROM OR OUT OF ANY EVENT, CIRCUMSTANCE, ACT OR INCIDENT FIRST OCCURRING OR EXISTING DURING THE PERIOD WHEN CONTROL AND TITLE TO ENERGY IS VESTED IN SUCH PARTY AS PROVIDED IN SECTION 7.1 AND SHALL FULLY INDEMNIFY AND DEFEND THE OTHER PARTY AND EACH OF THE OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THE MEMBERS, PARTICIPANTS, PRINCIPALS, REPRESENTATIVES, DIRECTORS, COMMISSIONERS, TRUSTEES, OFFICERS, AGENTS, EMPLOYEES, AND THE SUCCESSORS AND ASSIGNS OF EACH OF THEM (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, COSTS, DAMAGES, INJURIES, LIABILITIES, CLAIMS, DEMANDS, PENALTIES AND INTEREST, INCLUDING

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REASONABLE ATTORNEYS' FEES, RESULTING FROM THIRD PARTY CLAIMS DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT, TO THE EXTENT CAUSED OR CONTRIBUTED TO BY THE WILLFUL MISCONDUCT, NEGLIGENCE OR STRICT LIABILITY OF THE INDEMNIFYING PARTY OR ITS SUBSIDIARIES OR AFFILIATES OR ANY OF THE OFFICERS, MEMBERS, PARTICIPANTS, PRINCIPALS, DIRECTORS, COMMISSIONERS, TRUSTEES, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUCCESSORS OR ASSIGNS OF ANY OF THEM, OR BY BREACH BY THE INDEMNIFYING PARTY OF THIS AGREEMENT.

14.1.2 IF ANY INDEMNIFIED PARTY INTENDS TO SEEK INDEMNIFICATION UNDER THIS SECTION 14.1 FROM AN INDEMNIFYING PARTY WITH RESPECT TO ANY ACTION OR CLAIM, THE INDEMNIFIED PARTY SHALL GIVE THE INDEMNIFYING PARTY WRITTEN NOTICE OF SUCH CLAIM OR ACTION PROMPTLY FOLLOWING THE RECEIPT OF ACTUAL KNOWLEDGE OR INFORMATION BY THE INDEMNIFIED PARTY OF A POSSIBLE CLAIM OR OF THE COMMENCEMENT OF A CLAIM OR ACTION. THE INDEMNIFYING PARTY SHALL BE RELIEVED OF LIABILITY UNDER THIS SECTION FOR ANY CLAIM OR ACTION FOR WHICH SUCH NOTICE IS NOT PROVIDED TO THE EXTENT THAT THE FAILURE TO GIVE SUCH WRITTEN NOTICE MATERIALLY PREJUDICES THE INDEMNIFYING PARTY IN ITS DEFENSE OF THE CLAIM OR ACTION.

14.1.3 THE INDEMNIFYING PARTY SHALL HAVE THE RIGHT TO ASSUME THE DEFENSE OF ANY CLAIM OR ACTION, AT ITS SOLE COST AND EXPENSE, WITH COUNSEL DESIGNATED BY THE INDEMNIFYING PARTY; PROVIDED THAT IF THE DEFENDANTS IN ANY SUCH ACTION INCLUDE BOTH THE INDEMNIFIED PARTY AND THE INDEMNIFYING PARTY, AND THE INDEMNIFIED PARTY SHALL HAVE REASONABLY CONCLUDED THAT THERE MAY BE LEGAL DEFENSES AVAILABLE TO IT WHICH ARE DIFFERENT FROM OR ADDITIONAL TO THOSE AVAILABLE TO THE INDEMNIFYING PARTY, THE INDEMNIFIED PARTY SHALL HAVE THE RIGHT TO SELECT SEPARATE COUNSEL, AT THE INDEMNIFYING PARTY'S EXPENSE, TO ASSERT SUCH LEGAL DEFENSES AND TO OTHERWISE PARTICIPATE IN THE DEFENSE OF SUCH ACTION ON BEHALF OF SUCH INDEMNIFIED PARTY.

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14.1.4 EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, NO INDEMNIFIED PARTY SHALL SETTLE ANY CLAIM OR ACTION WITH RESPECT TO WHICH IT HAS SOUGHT OR INTENDS TO SEEK INDEMNIFICATION PURSUANT TO THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE INDEMNIFYING PARTY, WHICH CONSENT MAY NOT BE WITHHELD UNREASONABLY. SHOULD ANY INDEMNIFIED PARTY BE ENTITLED TO INDEMNIFICATION UNDER THIS SECTION 14.1 AS A RESULT OF A CLAIM OR ACTION BY A THIRD PARTY, AND SHOULD THE INDEMNIFYING PARTY FAIL TO ASSUME THE DEFENSE OF SUCH CLAIM OR ACTION, THE INDEMNIFIED PARTY MAY, AT THE EXPENSE OF THE INDEMNIFYING PARTY, CONTEST (OR, WITH OR WITHOUT THE PRIOR CONSENT OF THE INDEMNIFYING PARTY, SETTLE) SUCH CLAIM OR ACTION. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, NO INDEMNIFYING PARTY SHALL SETTLE ANY CLAIM OR ACTION WITH RESPECT TO WHICH IT MAY BE LIABLE TO PROVIDE INDEMNIFICATION PURSUANT TO THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE INDEMNIFIED PARTY; PROVIDED THAT IF THE INDEMNIFYING PARTY HAS REACHED A BONA FIDE AND COMMERCIALY REASONABLE SETTLEMENT AGREEMENT WITH THE PLAINTIFF(S) IN ANY SUCH ACTION AND SUCH SETTLEMENT AGREEMENT FULLY RELEASES THE INDEMNIFIED PARTY AND DOES NOT REQUIRE ANY PAYMENT FROM, OR IMPOSE ANY RESTRICTION ON, THE INDEMNIFIED PARTY AND THERE IS NO ADMISSION OR FINDING OF LIABILITY OR FAULT ON THE PART OF THE INDEMNIFIED PARTY, AND THE INDEMNIFIED PARTY DOES NOT CONSENT TO SUCH SETTLEMENT AGREEMENT, THE INDEMNIFIED PARTY'S MAXIMUM RECOVERY WITH RESPECT TO THE CLAIM, OR PORTION THEREOF THAT IS THE SUBJECT OF SUCH SETTLEMENT AGREEMENT, SHALL BE LIMITED TO THE AMOUNT SPECIFIED IN THE SETTLEMENT AGREEMENT, PLUS THE INDEMNIFIED PARTY'S REASONABLE ATTORNEY FEES INCURRED PRIOR TO THE DATE OF SUCH SETTLEMENT AGREEMENT.

14.2 LIMITATION ON DAMAGES. NEITHER PARTY NOR ITS SUBSIDIARIES OR AFFILIATES NOR THE OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARTICIPANTS, MEMBERS, PRINCIPALS, DIRECTORS, COMMISSIONERS, TRUSTEES, OR THE SUCCESSORS OR ASSIGNS OF ANY OF THEM SHALL IN ANY EVENT BE LIABLE TO THE OTHER PARTY OR ITS SUBSIDIARIES OR AFFILIATES OR THE OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARTICIPANTS, MEMBERS,

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PRINCIPALS, DIRECTORS, TRUSTEES, OR COMMISSIONERS OF ANY OF THEM FOR CLAIMS FOR INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY NATURE, ARISING AT ANY TIME, FROM ANY CAUSE WHATSOEVER, WHETHER ARISING IN TORT, CONTRACT, WARRANTY, STRICT LIABILITY, BY OPERATION OF LAW OR OTHERWISE, CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT; PROVIDED, HOWEVER THAT THIS SECTION 14.2 IS NOT INTENDED, NOR SHALL IT BE CONSTRUED, TO LIMIT OR ELIMINATE A PARTY'S OBLIGATION TO PAY TERMINATION PAYMENTS OR MAKE ANY OTHER PAYMENTS EXPRESSLY CONTEMPLATED HEREIN, EVEN IF IT MAY BE POSSIBLE TO CHARACTERIZE SUCH TERMINATION PAYMENTS OR OTHER PAYMENTS AS INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES.

14.3 Insurance. A Party shall be solely responsible for and shall bear all the costs of claims by its own employees, contractors or agents arising under and covered by any worker's compensation law. A Party shall furnish, at its sole expense, such insurance coverage and such evidence thereof, or evidence of self-insurance, as is reasonably necessary to meet its obligations under the Agreement.

ARTICLE 15 ASSIGNMENT AND ADDITIONAL SALES OF CONTRACT CAPACITY AND CONTRACT ENERGY

15.1 Agreement Binding. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their successors and permitted assigns.

15.2 Permitted Assignment. This Agreement shall not be assignable by either Party without the prior written consent of the other, except that this Agreement (a) may be assigned by Seller or Purchaser without the consent of the other Party, (but with notice to Purchaser or Seller, as applicable) to any lender as collateral from time to time providing financing with respect to all or any portion of the Catawba Project or either Party's interest therein, and (b) shall be assigned by Seller in the event of a sale by Seller of all or a substantial portion of Seller's interest in the Catawba Project; provided that such transferee: (i) has an Investment Grade Credit Rating; (ii) executes an assumption agreement, in form and substance reasonably satisfactory to Purchaser, pursuant to which such assignee shall assume all the obligations of Seller under this Agreement and agrees to be bound by all the terms and conditions of this Agreement, and (iii) is able (including through experience reasonably satisfactory to Purchaser in providing similar service) to fully perform all of the obligations of Seller in the manner contemplated by the provisions hereof without (A) Purchaser being subject to any additional regulation, or (B) transferee being subject to additional regulation that adversely affects any of Purchaser's rights or obligations under this Agreement. No assignment or transfer of this Agreement by a Party shall be permitted (i) during any period in which an Event of Default of such Party shall have occurred and be continuing and not cured, unless the other Party shall agree, or (ii) to an entity that has suffered a Material Adverse

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Change. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement, except that the assignor shall be released from its obligations under this Agreement at such time as all future obligations of the assignor hereunder shall have been assumed by the assignee as a matter of law or in a written agreement delivered to the other Party. Any assignment that does not comply with the provisions of this Article 15 shall be null and void ab initio.

15.3. Additional Sales of Capacity and Energy.

15.3.1 During the term of this Agreement, if Seller desires to sell additional amounts of Capacity and Energy from its ownership interest in the Catawba Project, Seller shall give notice to Purchaser in writing of its intent (the "Additional Sale Notice"). The Additional Sale Notice shall specify the process by which Seller will entertain bids or offers for such additional Capacity and Energy (the "Bidding Process") and the qualifications for any potential purchaser of such Capacity and Energy.

15.3.2 Following Purchaser's receipt of the Additional Sale Notice, if Purchaser satisfies the qualifications identified in the Additional Sale Notice, Seller shall ensure that Purchaser is afforded the opportunity to participate in the Bidding Process.

15.3.3 If Purchaser is selected in the Bidding Process, and Seller and Purchaser reach an agreement regarding the sale of additional amounts of Capacity and Energy identified in the Additional Sale Notice, they will engage in good-faith negotiations to amend this Agreement or to enter into a separate agreement to effectuate the sale of such additional amounts of Capacity and Energy.

15.3.4 If Purchaser is selected in the Bidding Process but Seller and Purchaser are unable to reach an agreement regarding the sale of such additional amounts of Capacity and Energy, Seller shall be under no obligation to amend this Agreement or enter into a separate agreement with Purchaser for the sale of additional amounts of Capacity and Energy.

15.3.5 If Purchaser is not selected in the Bidding Process, Seller shall be under no obligation to amend this Agreement or enter into a separate agreement with Purchaser for the sale of additional amounts of Capacity and Energy.

ARTICLE 16 DISPUTE RESOLUTION

The Parties shall engage in good-faith negotiations to attempt to resolve any dispute, controversy or claim arising out of, under, or relating to this Agreement (a "Dispute"), unless otherwise mutually agreed to by the Parties. In the event that the Parties are unsuccessful in

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resolving a Dispute through such negotiations, the Parties shall proceed immediately to binding arbitration concerning the Dispute as discussed below.

16.1 Good-Faith Negotiations.

16.1.1 The Parties shall attempt to agree on a mutually agreeable resolution of the Dispute. A Party shall not be required as part of these negotiations to provide any information which is confidential or proprietary in nature unless it is satisfied in its discretion that the other Party will maintain the confidentiality of and will not misuse such information or any information subject to attorney-client or other privilege under applicable law regarding discovery and production of documents.

16.1.2 The negotiation process shall include at least two meetings to discuss any Dispute. The Parties will schedule the first meeting to take place within fifteen (15) days after either Party has received notice from the other of the desire to commence formal negotiations concerning the Dispute. Unless otherwise mutually agreed, the second meeting shall take place no more than ten (10) days after the first meeting. If the Parties cannot reach an agreement thirty (30) days after either Party received notice under this provision, the Parties shall proceed to binding arbitration.

16.2 Arbitration.

16.2.1 Arbitration initiated under this Agreement shall be conducted before a three-member arbitration panel. Within ten (10) days of the initiation of the arbitration proceeding, each Party shall choose one arbitrator who shall sit on the arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to chair the arbitration panel. The arbitrators shall be knowledgeable in electric utility matters and shall not have any current or past substantial business or financial relationships with any party to the arbitration. The arbitrators shall provide each of the Parties an opportunity to be heard and, unless otherwise agreed by the Parties, shall convene a hearing or other fact-finding conference for this purpose in Raleigh, North Carolina. Such hearing or conference shall be convened within ninety days (90) days after the appointment of the third arbitrator. Except as otherwise provided herein, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

16.2.2 Unless otherwise agreed by the Parties, the arbitrators shall render a decision within ninety (90) days of the arbitration hearing or fact-finding conference and shall notify the Parties in writing of such decision and the

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reasons therefor. The arbitrators shall be authorized only to interpret and apply the provisions of this Agreement and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrators shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrators may be appealed solely on the grounds that the conduct of the arbitrators, or the decision itself, violated the standards set forth in the Federal Arbitration Act.

16.2.3 Each Party shall be responsible for (1) its own costs incurred during the arbitration process, (2) the cost of the arbitrator chosen by the Party to sit on the three-member panel, and (3) one-half of the cost of the third arbitrator chosen.

16.3 Confidentiality and Non-Admissibility of Statements Made in, and Evidence Specifically Prepared for, Good-Faith Negotiations. Each Party hereby agrees that all statements made in the course of good-faith negotiations, as contemplated in Section 16.1, shall be confidential and shall not be disclosed to or shared with any third parties (other than a person whose presence is necessary to facilitate the negotiation process). Each Party agrees and acknowledges that no statements made in or evidence specifically prepared for good-faith negotiations under Section 16.1 shall be admissible for any purpose in any subsequent arbitration.

ARTICLE 17 AMENDMENT

17.1 This Agreement shall not be amended, modified or supplemented except by written agreement making specific reference hereto executed by both Parties.

ARTICLE 18 NOTICES

Other than telephonic notices required or permitted under Section 5.1, any notice required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by postage prepaid registered mail, (iii) transmitted by a recognized overnight courier service, (iv) transmitted by facsimile, or (v) transmitted by email to the receiving Party as follows, as elected by the Party giving such notice:

18.1 In the case of Purchaser:

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Central Electric Power Cooperative, Inc.
20 Cooperative Way
Columbia, SC 29210
Attention: Chief Executive Officer
Tel: 803-779-4975
Fax: 803-561-9366
Email: rhochstetler@cepci.org

With a copy to:

Alexander G. Hall
Tiencken Law Firm, LLC
234 Seven Farms Dr. Ste 114
Daniel Island, SC 20492
Tel: 843-377-8415
Fax: 843-377-8419
Email: ahall@tienckenlaw.com

18.2 In the case of Seller:

North Carolina Municipal Power Agency Number 1
1427 Meadow Wood Boulevard
Raleigh, NC 27604
Attention: Chief Operating Officer
Tel: 919-760-6312
Fax: 919-760-6050
Email: mschull@electricities.org

With a copy to:

Chief Legal Officer
Tel: 919-760-6337
Fax: 919-760-6050
Email: jmorriso@electricities.org

All notices and other communications shall be deemed to have been duly given on (i) the date of receipt if delivered personally, (ii) five (5) days after the date of posting if transmitted by mail, (iii) the Business Day following delivery to the courier if transmitted by overnight courier service; or (iv) the date of transmission with confirmation if transmitted by facsimile or email, whichever shall first occur. Any Party may change its address for purposes hereof by notice to the other Party.

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ARTICLE 19 APPLICABLE LAW

19.1 This Agreement, including any arbitration pursuant to Section 16.2, shall be governed by, and construed in accordance with, the laws of the State of North Carolina, exclusive of any conflict of laws provisions thereof that would apply the laws of another jurisdiction. In the event any action or proceeding is brought by either Party to appeal an arbitration decision made pursuant to Section 16.2.2 or to enforce an arbitration award that has been awarded pursuant to Section 16.2, the Parties hereby submit to the jurisdiction of, and agree that venue for actions hereunder shall be in, the U.S. District Court for the Eastern District of North Carolina, if such U.S. District Court has subject matter jurisdiction, or, if such U.S. District Court does not have subject matter jurisdiction, the Superior Court of the State of North Carolina sitting in Wake County, North Carolina, and the Parties hereby waive any objection to venue in such courts and any objection to any action or proceeding on the basis of forum non conveniens.

ARTICLE 20 SEVERABILITY

20.1 The invalidity or unenforceability of any provision or portion of this Agreement will not affect the validity of the remainder of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable, the Parties will negotiate in good faith to agree upon substitute provisions to carry out the purpose and intent of the invalid or unenforceable provision. If the economic or legal substance of the transactions contemplated hereby is affected in any manner materially adverse to any Party as a result thereof, the Parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the Parties.

ARTICLE 21 ENTIRE AGREEMENT

21.1 This Agreement contains the complete agreement of the Parties hereto with respect to the matters contained herein and supersedes all other agreements, understandings and negotiations, whether written or oral, with respect to the matters contained herein.

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**ARTICLE 22
NO THIRD-PARTY BENEFICIARIES**

22.1 This Agreement is intended to be solely for the benefit of Purchaser and Seller and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any Person not a signatory hereto.

**ARTICLE 23
COUNTERPARTS**

23.1 This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute only one legal instrument.

**ARTICLE 24
INFORMATION AND CONFIDENTIALITY**

24.1 Confidentiality. Except as otherwise required by law or as reasonably required by Purchaser to arrange for transmission, each Party hereto agrees not to disclose the terms and conditions of this Agreement during the Term, and to keep such terms and conditions confidential for a period of two (2) years after this Agreement terminates; provided, however, that each Party shall be permitted to disclose such information to its respective representatives, including, but not limited to, its employees, advisors, consultants, lenders, members and governing board, on a need to know basis. Each Party shall take all reasonably necessary steps to direct its representatives privy to this Agreement or the proposed or actual terms of any transaction hereunder to maintain its obligation of nondisclosure and confidentiality. If and when Purchaser desires or is required to make a disclosure in order to arrange for transmission regarding this Agreement or any transaction hereunder, Purchaser will first obtain the written consent of Seller, which may not be unreasonably withheld, conditioned, or delayed, and give Seller an opportunity to review any such disclosure in advance of such disclosure. If and when a Party must make a disclosure required by law or reasonably required by Purchaser to arrange for transmission, the disclosing Party shall give Seller a reasonable opportunity to review any such disclosure at least seven (7) days in advance of such disclosure unless otherwise required by law. Nothing contained in this Agreement shall be interpreted to require Seller to act in any manner inconsistent with its obligations under the North Carolina Public Records Law, Chapter 132 of the General Statutes of North Carolina (the "Public Records Law") and Purchaser acknowledges and understands that, once executed, this Agreement automatically becomes a public record under the Public Records Law.

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ARTICLE 25 PUBLIC STATEMENTS

25.1 Seller and Purchaser shall consult with each other, and neither Party shall issue a press release or make a statement intended for release to the general public, with respect to this Agreement without the consent of the other Party, which consent shall not be unreasonably withheld, unless the Party desiring to make such statement or press release is advised by legal counsel that a statement or press release is required by applicable Law (including information provided pursuant to a request for public information under the Public Records Law); provided, however, that in this event the Party making the public statement or press release shall notify the other Party in advance of such statement or press release and allow the other Party reasonable time to comment on such statement or press release.

ARTICLE 26 TAXES AND COSTS

26.1 Purchaser shall pay its Proportionate Share of all sales, use, personal property and other taxes of every kind, if any, that are not currently levied and are hereafter levied on (i) the purchase, sale or use of fuel consumed by the Catawba Project to provide Contract Capacity and Contract Energy in accordance with this Agreement; (ii) the purchase, sale or use of Contract Capacity and Contract Energy under this Agreement; or (iii) an ownership interest in the Catawba Project or in Contract Capacity or Contract Energy associated with the Catawba Project. Seller shall promptly notify Purchaser of any taxes coming within the provisions of this Article 26. In the event Seller, on behalf of Purchaser, after notifying Purchaser of such taxes, pays any taxes that are the responsibility of Purchaser under this Article 26, unless the procedures for the payment of its Proportionate Share of such taxes to Seller are not otherwise described in this Agreement, the amount so paid shall be added to the next monthly invoice submitted by Seller to Purchaser pursuant to Article 8 of this Agreement, and Purchaser shall pay such amount in accordance with the provisions of Article 8 of this Agreement. Upon the reasonable request of Purchaser, Seller agrees to (i) provide documents related to taxes or assessments to be paid by Purchaser under this Agreement, and (ii) cooperate in tax contests or proceedings brought by Purchaser at Purchaser's expense. Each Party will be responsible for and bear all of its respective costs and expenses (including any and all expenses of its representatives) incurred at any time in connection with pursuing or consummating the negotiation and execution of this Agreement.

ARTICLE 27 TERMINATION AND SURVIVAL OBLIGATIONS

27.1. Termination of this Agreement, including a termination of this Agreement pursuant to Section 11.2 by either Party as the Non-Defaulting Party, shall not discharge either Party from

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any obligation it owes to the other Party under this Agreement by reason of any transaction, loss, cost, damage, expense or liability occurring, accruing or arising prior to such termination. It is the intent of the Parties that any such obligation owed (whether known or unknown as of the termination of this Agreement) will survive the termination of this Agreement in favor of the Party to which such obligation is owed. The Parties also intend that the provisions of Articles 8, 10, 11, 13, 15, 17, 18, 23, 24, 26, and 27 shall remain in full force and effect, in each case, with respect to the period during the term of this Agreement, and that any specific survivability provisions set forth in any other Article or Section of this Agreement be given full force and effect.

27.2 Following termination of this Agreement, Seller may invoice Purchaser for, and Purchaser will pay Seller (i) any previously unbilled costs specified in Section 4.2 and (ii) any previously unbilled taxes paid by Seller on behalf of Purchaser as described in Article 26, in each case only to the extent such costs relate exclusively to the period prior to the termination of this Agreement.

27.3 Following termination of this Agreement, Seller shall determine whether the decommissioning trust funds available to Seller to satisfy its decommissioning cost liability under the Project Agreements are sufficient to fund the decommissioning cost liability of the Seller under the Project Agreements. To the extent the decommissioning trust funds are determined to be insufficient to fund the Seller's decommissioning cost liability, Seller shall invoice Purchaser for the Purchaser's Ratio, as adjusted for the length of the term that Purchaser received Contract Capacity and Contract Energy from the Catawba Project, of the shortfall. To the extent the decommissioning trust funds are determined to be in excess of the Seller's decommissioning cost liability, Seller shall credit Purchaser for the Purchaser's Ratio, as adjusted for the length of the term that Purchaser received Contract Capacity and Contract Energy from the Catawba Project, of the excess funds.

ARTICLE 28 FURTHER ASSURANCES

28.1. From time to time, each of the Parties hereto will execute and deliver such further documents and will take such additional actions as Seller, on the one hand, and Purchaser, on the other hand, may reasonably request of the other in order to effectuate the purposes and intent of this Agreement and to carry out the terms hereof.

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IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

Central Electric Power Cooperative, Inc.

By: _____

Name: Robert C. Hochstetler

Title: President and CEO

Date: _____

Attest:

Name: _____

Title: _____

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North Carolina Municipal Power Agency Number 1

By: _____

Name: Roy L. Jones

Title: Chief Executive Officer

Date: _____

Attest:

Name: _____

Title: _____

Exhibit 1

Power Purchase Agreement between Central Electric Power Cooperative and North Carolina Municipal Power Agency No. 1

Form of Monthly Invoice - Summary Charges for Contract Capacity and Contract Energy

<u>Line</u>	<u>Description</u>	<u>Month of</u>	<u>Reference</u>
1	Charge for Contract Capacity	\$ 4,677,000.00	Exhibit 1.1, Line 15
2	Charge for Capital Additions	\$ -	Exhibit 1.2, Line 9
3	Charge for Catawba Project Operating Costs	\$ -	Exhibit 1.3, Line 20
4	Imbalance Charge / (Credit)	\$ -	Based on Seller's Generation Imbalance (Schedule 13) charges/credits.
5	South Carolina Excise Tax	\$ -	Seller's excise tax obligation associated with Contract Energy sales.
6	Less: Remarketing Net Revenues	\$ -	Pursuant to Section 4.5 of the Agreement
7	Total Monthly Charges	\$ 4,677,000.00	Sum of Lines 1 through 5, less Line 6

Exhibit 1.1

Power Purchase Agreement between Central Electric Power Cooperative and North Carolina Municipal Power Agency No. 1

Form of Monthly Invoice - Capacity Charge

<u>Line</u>	<u>Description</u>	<u>Units</u>	<u>Month of</u>	<u>Reference</u>
1	Contract Capacity	kW	150,000	Section 4.1 of the Agreement
CHARGE FOR CONTRACT CAPACITY				
2	Existing Plant Value	\$/kW	\$ 2,123	Per agreement of the Parties (i.e., negotiated plant value).
	Existing Decommissioning Fund Buy-in:			
3	Existing Decommissioning Fund Balance @ 12/31/23 [1]	\$	493,679,000	Per Seller's Audited financials.
4	Years of Purchaser's Use (Initial Term)		20	2024 through 2043
5	Total Years of Catawba Operating Life		58	1986 through 2043
6	Purchaser's Use as a Percent of Operating Life		34.48%	Line 4 / Line 5
7	Existing Funds Allocated to Purchaser's Use		\$ 166,654,628	Line 7 / Seller's Catawba Project Retained Capacity (831,461 kW)
8	Existing Funds Allocated to Purchaser's Use	\$/kW	\$ 201	Line 2 * Line 6
9	Total Existing Plant Asset Rate	\$/kW	\$ 2,324	
10	Existing Plant Value - Basis for Levelization		\$ 348,551,501	Line 1 x Line 9
Levelized Rate for Existing Plant (2024-2031):				
11	Annual Carrying Cost Rate		8.0%	
12	Years of Initial Term		8	2024 through 2031
13	Existing Plant Capacity Rate	\$/kW-yr	\$ 374.20	Excel "PMT" function (rate=Line 11, nper=Line 12, pv=Line 10)
14	Monthly Capacity Rate	\$/kW-mo	\$ 31.18	Line 13 / 12 months (rounded to the nearest two decimals)
15	Monthly Capacity Charge		\$ 4,677,000.00	Line 1 x Line 14

NOTE:

[1] Actual balance to be determined after audit is performed in early 2024, along with true-up to the Capacity Charge.

Exhibit 1.2

Power Purchase Agreement between Central Electric Power Cooperative and North Carolina Municipal Power Agency No. 1

Form of Monthly Invoice - Charge for Capital Additions

Line	Description	Units	Month of	Reference [2]
1	Seller's Catawba Project Retained Capacity	kW	931,461	Pursuant to Article 6 of the Interconnection Agreement as of the Effective Date of the Agreement
2	Contact Capacity	kW	150,000	Section 4.1 of the Agreement
3	Purchaser's Ratio	%	18.0%	Line 2 / Line 1 (Rounded to the nearest three decimals)
CHARGE FOR CAPITAL ADDITIONS (1)				
Catawba Direct and Indirect Capital Additions and Fees				
4	Capital Additions Monthly Advance Due	\$	-	Operating Agreement Report OM, line 30
5	Capital Additions Advance Adjustment	\$	-	Operating Agreement Report OM.100, line 40
6	Adjustments for Errors, Additions, and Omissions	\$	-	Operating Agreement Report OM.100 (related to capital additions)
7	Interest on Adjustments	\$	-	Operating Agreement Report OM.100, line 100 (related to capital additions)
8	Total Catawba Direct and Indirect Capital Additions and Fees	\$	-	Sum of Lines 4 through 7
9	Monthly Charge for Capital Additions	\$	-	Line 3 x Line 8

NOTES:

[1] Charge for Capital Additions are the costs of Catawba Project capital additions and associated fees, billed by Duke pursuant to Sections 5.1 and 5.7 of the Operating Agreement as amended, respectively.

[2] References to specific lines of the Operating Agreement Report OM are reflective of the form of this report provided by Duke as of the Effective Date of the Agreement, and the references may be updated if this report from Duke takes a different form in the future.

Exhibit 1.3

Power Purchase Agreement between Central Electric Power Cooperative and North Carolina Municipal Power Agency No. 1

Form of Monthly Invoice - Charge for Catawba Project Operating Costs

Line	Description	Units	Month of	Reference [4]
1	Seller's Catawba Project Retained Capacity	kW	331,461	Pursuant to Article 6 of the Interconnection Agreement as of the Effective Date of the Agreement
2	Contract Capacity	kW	150,000	Section 4.1.1 of the Agreement
3	Purchaser's Ratio	%	18.0%	Line 2 / Line 1 (Rounded to the nearest three decimals)
CHARGE FOR CATAWBA PROJECT OPERATING COSTS				
Catawba Direct and Indirect O&M and Operating Fees:				
4	O&M Monthly Advance Due	\$	-	Operating Agreement Report OM, line 10
5	O&M Monthly Advance Adjustment	\$	-	Operating Agreement Report OM, line 20
6	Operating Inventory Monthly Advance Due	\$	-	Operating Agreement Report OM, line 40
7	Operating Inventory Monthly Advance Adjustment	\$	-	Operating Agreement Report OM, line 50
8	Adjustments for Errors, Additions, and Omissions	\$	-	Operating Agreement Report OM, line 180 (related to O&M)
9	Interest on Adjustments	\$	-	Operating Agreement Report OM, line 100 (related to O&M)
10	Catawba Special Group and Projects Monthly Advance Due	\$	-	Operating Agreement Report OM, line 60
11	Total Catawba Direct and Indirect O&M and Operating Fees	\$	-	Sum of Lines 4 through 10
12	Catawba Project Related A&G [1]	\$	-	Seller's A&G expenses allocated to the Catawba Project for given month
13	Property Taxes	\$	-	Seller's annual property taxes associated with the Catawba Project divided by 12 months
14	Decommissioning Cost Accrual [2]	\$	-	Seller's monthly accrual for nuclear decommissioning
Contract Energy Related Charges:				
15	Catawba Nuclear Fuel Amortization Expense	\$	-	Seller's amortized nuclear fuel expense booked to Account 518.1
16	Catawba/McGuire Replacement Energy Charge	\$	-	Pursuant to Article 8 of the Interconnection Agreement
17	McGuire Reliability Exchange Capacity Charge	\$	-	Pursuant to Section 5.3 of the Interconnection Agreement
18	McGuire Reliability Exchange Net Energy Charge [3]	\$	-	Pursuant to Articles 8 and 10 of the Interconnection Agreement
19	Total Seller's Monthly Catawba Project Operating Costs	\$	-	Sum of Lines 11 through 18
20	Monthly Charge for Catawba Project Operating Costs	\$	-	Line 3 x Line 19

NOTES:

[1] For calendar year 2024, the base amount shall be equal to \$459,333 per month. For subsequent calendar years, the base amount shall be adjusted by the ratio of the Consumer Price Index for Urban Wage-Earners and Clerical Workers (CPI-W), as published by the U.S. Department of Labor's Bureau of Labor Statistics for the month of December of the prior calendar year to the CPI-W for the month of December of the second year prior to the applicable calendar year (e.g., the ratio of CPI-W for December 2024 to the CPI-W for December 2023 would be the adjustment ratio for Calendar Year 2025). Every 5th Calendar Year (starting in 2029, 2034, 2039, etc. until the end of the Term), the Parties will establish a new base amount that is equal to NCMPA1's most recent three-year average annual amount of Catawba Project Related A&G, divided by 12. The new base amount shall be adjusted as described above in each of the next four respective calendar years.

[2] Rates established pursuant to NCMPA1 Decommissioning Funding Policy, updated each year, based on historical and projected data and assumptions.

[3] Subject to annual true-up in March of each year.

[4] References to specific lines of the Operating Agreement Report OM are reflective of the form of this report provided by Duke as of the Effective Date of the Agreement, and the references may be updated if this report from Duke takes a different form in the future.

EXHIBIT 2

FORM OF LEGAL OPINION AS TO SELLER

_____, 2023

Central Electric Power Cooperative, Inc.
20 Cooperative Way
Columbia, SC 29210

Re: Power Purchase Agreement dated as of _____, 2023 by and between
Central Electric Power Cooperative and North Carolina Municipal Power Agency
Number 1 and Exhibits thereto (collectively, the "Agreement")

Ladies and Gentlemen:

We have acted as counsel for North Carolina Municipal Power Agency Number 1 ("NCMPA") in connection with the authorization, approval and execution of the Agreement. We are providing this opinion at NCMPA's request, pursuant to the Agreement.

In rendering this opinion, we have assumed the authenticity of all documents submitted to us as certified or photostatic copies.

Based on the foregoing, and subject to the assumptions and qualifications contained herein, we are of the opinion as of this date that:

1. NCMPA is a joint agency validly existing pursuant to the laws of North Carolina.
2. NCMPA has the power and authority to execute and deliver the Agreement and to perform its obligations thereunder. The execution, delivery, and performance of the Agreement by NCMPA has been authorized by all necessary action on the part of the governing body of NCMPA.
3. Resolutions authorizing the execution, delivery, and performance of the Agreement by NCMPA were duly adopted by the governing body of NCMPA on _____, at a meeting duly called and regularly assembled in accordance with applicable North Carolina law including, without limitation, any open meetings laws of the State.
4. The Agreement has been duly executed and delivered by NCMPA and constitutes the legal, valid, binding, and enforceable obligations of NCMPA.
5. Except for approval of the Agreement by the cities and towns that are parties to the Project Power Sales Agreements related to the Catawba nuclear project between NCMPA and such cities and towns, as such approval is specifically described in Section 3.1.3 of the Agreement, no approval, consent, or authorization of any governmental body or public agency or authority not already obtained is required for the execution, delivery, and performance of the Agreement by NCMPA.

6. The execution, delivery, and performance of the Agreement by NCMPA and the provisions thereof do not conflict with, violate, or constitute a breach of, or default under, any instrument relating to the creation, authorization, organization, existence, or operation of NCMPA; any commitment, agreement, or other instrument to which NCMPA is a party or by which it or its property or assets is bound or affected; or any constitution, law, rule, regulation, government code, resolution, ordinance, judgment, order, writ, decree, or ruling to which NCMPA (or any of its officials in their respective capacities as such) or its property is subject.

7. There are no legal proceedings threatened or pending that would be reasonably likely to materially adversely affect NCMPA's ability to perform the Agreement.

8. NCMPA is subject to suit and liability with respect to its contractual obligations under the Agreement, in accordance with the Agreement, and does not, with respect to its contractual obligations under the Agreement, have any immunity from suit or jurisdiction on the grounds of sovereignty or otherwise.

The opinions expressed herein are subject to the following qualifications:

(a) The enforceability of the Agreement and the rights and remedies thereunder are subject to and may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, receivership, conservatorship, or other similar laws from time-to-time in effect relating to or affecting generally the enforcement of creditors' rights, and (ii) general principles of equity, including without limitation, concepts of materiality, reasonableness, good faith, and fair dealing (regardless of whether considered in a proceeding at law or an equity);

(b) We express no opinion as to the enforceability of any provision of the Agreement purporting to waive the right to trial by jury, constitute a consent to jurisdiction or waiver of service of process; and

(c) The opinions expressed herein are limited to the laws of the State of North Carolina and the Federal laws of the United States of America. For purposes of the opinions expressed in this opinion, we have assumed that the Agreement will be governed by North Carolina law exclusively, notwithstanding any provision of the Agreement designating the law of any other state as the governing law.

The opinions expressed herein are based on laws and facts existing as of the date hereof. We expressly disclaim any obligation to update or supplement this opinion letter for changes in law or fact occurring or coming to our attention after the date hereof.

We are furnishing this opinion letter to you only and no other person or entity is entitled to rely on this opinion letter without our express written consent.

Sincerely,

EXHIBIT 3

FORM OF LEGAL OPINION AS TO PURCHASER

_____, 2023

North Carolina Municipal Power Agency Number 1
1427 Meadow Wood Blvd
Raleigh, NC 27604

Re: Power Purchase Agreement dated as of _____, 2023 by and between
North Carolina Municipal Power Agency Number 1 and Central Electric Power
Cooperative and Exhibits thereto (collectively, the "Agreement")

Ladies and Gentlemen:

We have acted as counsel for Central Electric Power Cooperative, Inc. ("Central") in connection with the authorization, approval and execution of the Agreement. We are providing this opinion at Central's request, pursuant to the Agreement.

In rendering this opinion, we have assumed the authenticity of all documents submitted to us as certified or photostatic copies.

Based on the foregoing, and subject to the assumptions and qualifications contained herein, we are of the opinion as of this date that:

1. Central is a generation and transmission electric cooperative formed under SC Code 33-49-10 et. seq. ("South Carolina Electric Cooperative Act").
2. Central has the power and authority to execute and deliver the Agreement and to perform its obligations thereunder. The execution, delivery, and performance of the Agreement by Central has been authorized by all necessary action on the part of the governing body of Central.
3. Resolutions authorizing the execution, delivery, and performance of the Agreement by Central were duly adopted by the governing body of Central on _____, at a meeting duly called and regularly assembled in accordance with applicable South Carolina law including, without limitation, any requirements of Central's articles of incorporation and bylaws.
4. The Agreement has been duly executed and delivered by Central and constitutes the legal, valid, binding, and enforceable obligations of Central.
5. No approval, consent, or authorization of any governmental body or public agency or authority not already obtained is required for the execution, delivery, and performance of the Agreement by Central.

6. The execution, delivery, and performance of the Agreement by Central and the provisions thereof do not conflict with, violate, or constitute a breach of, or default under, any instrument relating to the creation, authorization, organization, existence, or operation of Central; any commitment, agreement, or other instrument to which Central is a party or by which it or its property or assets is bound or affected; or any constitution, law, rule, regulation, government code, resolution, ordinance, judgment, order, writ, decree, or ruling to which Central (or any of its officials in their respective capacities as such) or its property is subject.

7. There are no legal proceedings threatened or pending that would be reasonably likely to materially adversely affect Central's ability to perform the Agreement.

8. Central is subject to suit and liability with respect to its contractual obligations under the Agreement, in accordance with the Agreement, and does not, with respect to its contractual obligations under the Agreement, have any immunity from suit or jurisdiction on the grounds of sovereignty or otherwise.

The opinions expressed herein are subject to the following qualifications:

(a) The enforceability of the Agreement and the rights and remedies thereunder are subject to and may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, receivership, conservatorship, or other similar laws from time-to-time in effect relating to or affecting generally the enforcement of creditors' rights and (ii) general principles of equity, including without limitation, concepts of materiality, reasonableness, good faith, and fair dealing (regardless of whether considered in a proceeding at law or an equity);

(b) We express no opinion as to the enforceability of any provision of the Agreement purporting to waive the right to trial by jury, constitute a consent to jurisdiction or waiver of service of process; and

(c) The opinions expressed herein are limited to the laws of the State of South Carolina and the Federal laws of the United States of America. For purposes of the opinions expressed in this opinion, we have assumed that the Agreement will be governed by South Carolina law exclusively, notwithstanding any provision of the Agreement designating the law of any other state as the governing law.

The opinions expressed herein are based on laws and facts existing as of the date hereof. We expressly disclaim any obligation to update or supplement this opinion letter for changes in law or fact occurring or coming to our attention after the date hereof.

We are furnishing this opinion letter to you only and no other person or entity is entitled to rely on this opinion letter without our express written consent.

Sincerely,

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

Central Electric Power Cooperative, Inc.

CENTRAL
LEGAL APPROVED

By:

Robert C. Hochstetler

6/2/2023
SGK

Name: Robert C. Hochstetler

Title: President and CEO

Date:

JUNE 5, 2023

Attest:

Sharon G. Kirkland

Name:

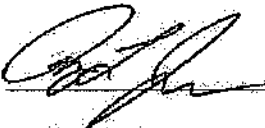
Sharon G. Kirkland

Title:

Manager of Administrative Services

EXECUTION VERSION

North Carolina Municipal Power Agency Number 1

By: 

Name: Roy L. Jones

Title: Chief Executive Officer

Date: 6/5/23

Attest:


Name: F. Timothy Tunis
Title: Chief Financial Officer

**Execution Copy
Town of Huntersville**

**NORTH CAROLINA MUNICIPAL POWER AGENCY
NUMBER 1**

**Amendment Agreement No. 3
to
Project Power Sales Agreement
Catawba Nuclear Project**

Dated as of July 28, 2023

NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1

AMENDMENT AGREEMENT NO. 3

to

**PROJECT POWER SALES AGREEMENT
CATAWBA NUCLEAR PROJECT**

This AMENDMENT AGREEMENT No. 3 is dated as of the 28th day of July, 2023, and entered into by North Carolina Municipal Power Agency Number 1 (including successors and permitted assigns, "Power Agency") and the municipality of the State of North Carolina (including successors and permitted assigns, the "Participant") that has executed this Amendment Agreement No. 3 (as supplemented and amended, the "Amendment Agreement No. 3").

WHEREAS, the parties hereto are parties to a Project Power Sales Agreement, Catawba Nuclear Project, dated as of May 1, 1978, as amended by an Amendment Agreement dated as of October 31, 1984, and an Amendment Agreement No. 2, dated as of April 15, 2005 (as amended, the "Project Power Sales Agreement"); and

WHEREAS, Power Agency has entered into a Power Purchase Agreement (as the same may be supplemented and amended, the "PPA") with Central Electric Power Cooperative, Inc. (including successors and permitted assigns, "Central"), dated as of June 5, 2023, pursuant to which Power Agency has agreed to deliver and sell to Central, and Central has agreed to receive and purchase from Power Agency, approximately 18% of Power Agency's Project Output; and

WHEREAS, the obligations of Power Agency and Central under the PPA are subject to, among other conditions, the (i) consent of the Participant to, and approval of, the consummation of the transactions contemplated by the PPA, and (ii) the execution of this Amendment Agreement No. 3; and

WHEREAS, Power Agency and the Participant desire to amend the Project Power Sales Agreement and enter into this Amendment Agreement No. 3 to give effect to the transactions contemplated by the PPA; and

WHEREAS, on May 25, 2023, the Board of Directors of Power Agency adopted a resolution pursuant to which it approved this Amendment Agreement No. 3 and directed that it be submitted to the Participants for approval; and

WHEREAS, the governing board of the Participant has consented to and approved the consummation of the transactions contemplated by the PPA and authorized the execution and delivery of this Amendment Agreement No. 3.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. **Definitions.** Unless the context clearly indicates otherwise, all capitalized terms used in this Amendment Agreement No. 3, including the preambles hereto, which are

defined in the Project Power Sales Agreement shall for all purposes of this Amendment Agreement No. 3 have the respective meanings given to them in the Project Power Sales Agreement.

Section 2. Amendment to Project Power Sales Agreement.

(a) SubSection (n) (1) of Section 1, *Definitions*, of the Project Power Sales Agreement is hereby amended by deleting the same in its entirety and, in lieu thereof, adding the following thereto:

“(1) the amount which may be required by Power Agency during such month to pay costs pursuant to the Operating Agreement, as affected by the exchange payment provisions of Article 14 of the Interconnection Agreement, plus the payments required for the McGuire Reliability Exchange pursuant to Article 5 and Section 8.2, or Article 11, all of the Interconnection Agreement, plus the payments for Replacement Energy pursuant to Section 8.1(c) of the Interconnection Agreement, less revenues received from sales of Project Output to other than the Participants, including, but not limited to, payments received from Central Electric Power Cooperative, Inc. pursuant to the Power Purchase Agreement dated as of June 5, 2023, and payments received from Duke for Purchased Capacity, Purchased Energy and Surplus Energy pursuant to the Interconnection Agreement and for Duke’s Reliability Exchange Entitlement from the Catawba Nuclear Station pursuant to the McGuire Reliability Exchange as provided in Section 10.2(b) of the Interconnection Agreement;”

(b) Section 4, *Sale and Purchase of Participant’s Share*, of the Project Power Sales Agreement is amended hereby by inserting the following as a new second sentence thereto:

“At any particular time during the term of this Agreement, the amounts of Project Output to which Power Agency is entitled shall be calculated by giving effect to any sales thereof by Power Agency pursuant to power purchase agreements approved by all of the Participants.”

Section 3. Savings Clause. Except as herein amended, the existing provisions of the Project Power Sales Agreement shall remain in full force and effect.

Section 4. Preaudit Certification. Execution of this Amendment Agreement No. 3 by the finance officer of the Participant shall constitute a certification of such finance officer that, to the extent this Amendment Agreement No. 3 requires the Participant to satisfy a financial obligation during the Participant’s fiscal year in which the Effective Date occurs, this Amendment Agreement No. 3 has been preaudited in the manner required by the N.C. Local Government Budget and Fiscal Control Act.

Section 5. Manager’s Approval. Execution of this Amendment Agreement No. 3 by the Town Manager of the Participant shall constitute compliance with the provisions of Section 5.3 of the Participant’s Charter that allows the Town Manager to execute contracts and other legal instruments in the name and on behalf of the Town.

Section 6. Effective Date. This Amendment Agreement No. 3 shall become effective upon execution and delivery of similar agreements by Power Agency and each Participant.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Agreement No. 3 all by authority of their respective governing bodies duly given.

Executed this ____ day of _____, 2023.

[Signatures on following page]

TOWN OF HUNTERSVILLE

By: _____
Mayor

Attest:

For purposes of Section 4 only:

Town Clerk

Finance Officer

(SEAL)

For purposes of Section 5 only:

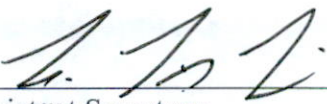
Town Manager

Executed this 28 day of July, 2023.

NORTH CAROLINA MUNICIPAL
POWER AGENCY NUMBER 1

By: 
Chief Executive Officer

Attest:


Assistant Secretary



[Signature Page of Amendment Agreement No. 3]

**Execution Copy
Town of Huntersville**

**NORTH CAROLINA MUNICIPAL POWER AGENCY
NUMBER 1**

**Agreement Regarding
the Sale and Purchase of
Excess Participant's Share
of
Project Output**

Dated as of July 28, 2023

NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1

**AGREEMENT REGARDING
THE SALE AND PURCHASE OF
EXCESS PARTICIPANT'S SHARE
OF
PROJECT OUTPUT**

THIS AGREEMENT REGARDING THE SALE AND PURCHASE OF EXCESS PARTICIPANT'S SHARE OF PROJECT OUTPUT is dated as of the 28th day of July, 2023, and entered into by North Carolina Municipal Power Agency Number 1 (including successors and permitted assigns, "Power Agency") and the municipality of the State of North Carolina (including successors and permitted assigns, the "Participant") that has executed this Agreement Regarding the Sale and Purchase of Excess Participant's Share of Project Output (as supplemented and amended, the "Agreement").

WHEREAS, the parties hereto are parties to a Project Power Sales Agreement, Catawba Nuclear Project, dated as of May 1, 1978, as amended by an Amendment Agreement dated as of October 31, 1984, an Amendment Agreement No. 2, dated as of April 15, 2005 and an Amendment Agreement No. 3, dated as of the date hereof (as amended, the "Project Power Sales Agreement"), and Power Agency has entered into similar agreements with 18 other municipalities of the State of North Carolina (collectively with the Participant, the "Participants", and such other agreements, collectively with the Project Power Sales Agreement, the "Project Power Sales Agreements"); and

WHEREAS, pursuant to the terms and conditions of the Project Power Sales Agreements, Power Agency sells and each Participant purchases its Participant's Share of Project Output; and

WHEREAS, for any given Participant, from time to time, (i) a portion of its entitlement to Project Output under the Project Power Sales Agreement may exceed the power and energy required by it from the Project, or (ii) its entitlement to Project Output under the Project Power Sales Agreement may be less than the power and energy required by it from the Project; and

WHEREAS, Power Agency and the Participants have been engaged in discussions regarding the sale of that portion of a given Participant's entitlement to Project Output under the Project Power Sales Agreement that exceeds the power and energy required by it from the Project to one or more other Participants whose entitlement to Project Output is less than the power and energy required by it from the Project, such that, during each year for the remaining term of the Project Power Sales Agreements, Power Agency will sell and each Participant will purchase an amount of Project Output equal to such Participant's Load Ratio Share of Project Output; and

WHEREAS, Power Agency and the Participants desire to memorialize such discussions by this Agreement and similar agreements entered into by each of the other Participants; and

WHEREAS, by letter dated December 7, 2001, the Participant, pursuant to the terms and conditions of Section 11 of the Project Power Sales Agreement, requested that Power Agency use

its best efforts to sell or exchange from time to time all or a portion of each of their entitlements to Project Output that is in excess of each of their respective power and energy requirements (each an "Authorization Agreement"); and

NOW, THEREFORE, pursuant to and subject to the terms and conditions of Section 11 of the Project Power Sales Agreement, the Participant's Authorization Agreement and this Agreement, the parties hereto mutually agree as follows:

Section 1. Definitions. Terms not defined herein shall have the meanings assigned thereto by the Project Power Sales Agreement.

(a) "Load Ratio Share" means, with respect to the Participant, a 50/50 weighting of the following two percentages:

- (1) the percentage that is equal to the sum of the Participant's Monthly Non-Coincident Peak Demand during the previous five (5) years, divided by the sum of all Participants' Monthly Non-Coincident Peak Demands during the same five (5) years; and
- (2) the percentage that is equal to the sum of the Participant's Monthly Energy during the previous five (5) years, divided by the sum of all Participants' Monthly Energy during the same five (5) years.

For purposes of determining the foregoing percentages, the Load Ratio Share shall be calculated based on loads over the five (5) year period (60 months) ending on July 1 of the year in which the calculation is made and demand and energy values shall be reduced by Southeastern Power Administration (SEPA) capacity allocations (in kW).

(b) "Monthly Non-Coincident Peak", for any month, shall mean the Participant's highest integrated clock hour metered demands (in kW) recorded during such month, reduced by the amount of such Participant's SEPA capacity allocation (in kW).

(c) "Monthly Energy", for any month, shall mean the total energy requirements (in kWh) of the Participant metered during such month, reduced by the amount of SEPA energy deemed to have been delivered (in kWh).

Section 2. Purpose and Intent of Sales and Purchases. It is the purpose and intent of this Agreement that, following the sales and purchases pursuant to Sections 4 and 5 and the other provisions hereof, Section 11 of the Project Power Sales Agreement, and the Participant's Authorization Agreement, the Participant's purchase of Project Output in each calendar year will equal its Load Ratio Share. Power Agency may take such action as may be necessary or advisable in furtherance of the foregoing purpose and intent.

Section 3. Determination of Load Ratio Share. Not later than December 1 of each calendar year during the remaining term of the Project Power Sales Agreement, commencing on December 1, 2023 for the calendar year 2024, Power Agency shall calculate and deliver to the

Participant a written determination of its Load Ratio Share of Project Output for the ensuing calendar year.

Section 4. Sale of Excess Participant's Participant's Share. To the extent that Power Agency determines for any given Participant, pursuant to Section 2 hereof, for any calendar year that its Participant's Share is greater than its Load Ratio Share, Power Agency, beginning on January 1 of that year and continuing thereafter during such calendar year, shall sell to other Participants that portion of the Participant's Participant's Share of Project Output that is determined to exceed the Participant's Load Ratio Share of Project Output ("Decreased Allocation of Project Output") such that its share of Project Output thereafter (until revised in accordance herewith) is equal to its Load Ratio Share of Project Output, as determined in the manner set forth herein. Notwithstanding the foregoing, each Participant that sells a Decreased Allocation of Project Output pursuant to this Section 4 shall remain liable to Power Agency to pay the full amount of its Participant's Share of Monthly Project Power Costs; provided, however, that such liability shall be discharged to the extent that Power Agency receives payment for the Decreased Allocation of Project Output from the purchaser or purchasers therefor.

Section 5. Purchase of Excess Participant's Participant's Share. To the extent that Power Agency determines for any given Participant, pursuant to Section 2 hereof, for any calendar year that its Participant's Share is less than its Load Ratio Share, Power Agency, beginning on January 1 of that year and continuing thereafter during such calendar year, shall purchase from other Participants and sell to such Participant an amount of power and energy from other Participants (the "Increased Allocation of Project Output") such that its share of Project Output thereafter (until revised in accordance herewith) is equal to its Load Ratio Share of Project Output, as determined in the manner set forth herein. Each Participant that purchases an Increased Allocation of Project Output pursuant to this Section 5 shall be liable to Power Agency to pay that portion of Monthly Project Power Costs attributable to the Increased Allocation of Project Output purchased by such Participant.

Section 6. Remedies. In the event of a breach, or a threatened or attempted breach, of this Agreement, either party shall, in addition to any other legal and equitable rights and remedies, be entitled to seek injunctive relief, or a decree of specific performance, and shall not be required to post bond in connection with any such injunction. Damages recovered by either party as a result of a breach of this Agreement shall be limited to actual damages.

Section 7. Applicable Law. This Agreement is made under and shall be governed by the law of the State of North Carolina. Headings herein are for convenience only and shall not influence the construction hereof.

Section 8. Preadit Certification. Execution of this Agreement by the finance officer of the Participant shall constitute a certification of such finance officer that, to the extent this Agreement requires the Participant to satisfy a financial obligation during the Participant's fiscal year in which the Effective Date occurs, this Agreement has been preaudited in the manner required by the N.C. Local Government Budget and Fiscal Control Act.

Section 9. Manager's Approval. Execution of this Agreement by the Town Manager of the Participant shall constitute compliance with the provisions of Section 5.3 of the Participant's Charter that allows the Town Manager to execute contracts and other legal instruments in the name and on behalf of the Town.

Section 10. Effective Date, Term and Amendments. This Agreement shall become effective upon execution and delivery of similar agreements by Power Agency and each Participant and continue in effect for the remaining term of the Project Power Sales Agreement. No amendment, modification or supplement to this Agreement shall be effective unless approved or consented to by each Participant that has signed an agreement similar to this Agreement.

Section 11. Execution in Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute a single agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement Regarding the Sale and Sale Purchase of Excess Participant's Share of Project Output by authority of their respective governing bodies duly given.

Executed this ____ day of _____, 2023.

[Signatures on following page]

TOWN OF HUNTERSVILLE

By: _____
Mayor

Attest:

For purposes of Section 8 only:

Town Clerk

Finance Officer

(SEAL)

For purposes of Section 9 only:

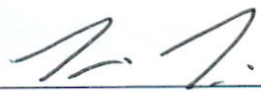
Town Manager

Executed this 10 day of AUGUST, 2023.

NORTH CAROLINA MUNICIPAL
POWER AGENCY NUMBER 1

By: 
Chief Executive Officer

Attest:


Assistant Secretary



Signature Page of Agreement Regarding the Sale and Purchase of
Excess Participant's Share of Project Output]