## CITY OF NEW BERN BOARD OF ALDERMEN MEETING NOVEMBER 28, 2023 – 6:00 P.M. CITY HALL COURTROOM 300 POLLOCK STREET

- Meeting opened by Mayor Odham. Prayer Coordinated by Alderman Prill. Pledge of Allegiance.
- Roll Call.
- Approve Agenda.

### Consent Agenda

- Consider Adopting a Resolution to Initiate the Upset Bid Process for 512 Second Avenue.
- Consider Adopting a Resolution to Initiate the Upset Bid Process for 801 Queen Street.
- Consider Adopting a Resolution Calling for a Public Hearing to Annex a Portion of Tax Parcel ID 8-209-13001.
- Approve Minutes.

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- Conduct a Public Hearing on Amending the 2020 and 2021 Annual Action Plans for the Community Development Block Grant Program.
- Consider Adopting a Resolution Approving and Authorizing the Execution of an Amended and Restated Full Requirements Power Sales Agreement Between the City and NCEMPA.
- Consider Adopting a Resolution Authorizing the City Manager to Execute a Contract with Trader Construction for Phase One of the Duffyfield Stormwater Enhancement Project.
- 11. Appointment(s).
- 12. Attorney's Report.
- 13. City Manager's Report.
- New Business.
- 15. Closed Session.
- Adjourn.

#### Aldermen

Rick Prill Hazel B. Royal Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Robert Brinson, Jr.



300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Jeffrey T. Odham Mayor Foster Hughes City Manager Brenda E. Blanco City Clerk Kimberly A Ostrom Director of Finance

Memo to: Mayor and Board of Aldermen

From: Foster Hughes, City Manager

Date: November 22, 2023

Re: November 28, 2023 Agenda Explanations

- Meeting opened by Mayor Jeffrey T. Odham. Prayer Coordinated by Alderman Prill. Pledge of Allegiance.
- 2. Roll Call.
- Approve Agenda.

## Consent Agenda

 Consider Adopting a Resolution to Initiate the Upset Bid Process for 512 Second Avenue.

(Ward 2) All Access Enterprises has submitted a bid of \$2,700 for the purchase of 512 Second Avenue (PID 8-012-A-230), a vacant 0.07-acre residential lot acquired by the City and County in 2013 through tax foreclosure. A memo from Brenda Blanco, City Clerk, is attached along with a copy of the offer, pictures of the property, and the tax card.

Consider Adopting a Resolution to Initiate the Upset Bid Process for 801 Queen Street.

(Ward 1) Phil Hedrick has submitted an offer of \$3,750 for the purchase of 801 Queen Street (PID 8-008-141). The property is a vacant 0.06-acre residential lot acquired by the City and County in 2016 through tax foreclosure. A memo from Ms. Blanco is attached along with a copy of the offer, pictures of the property, and the tax card.

### Consider Adopting a Resolution Calling for a Public Hearing to Annex a Portion of Tax Parcel ID 8-209-13001.

(Ward 4) Weyerhaeuser NR Company is seeking to annex a portion of Tax Parcel ID 8-209-13001 in the West New Bern area. Portions of this parcel have previously been annexed. It is requested a public hearing be held on December 12, 2023. A memo from Ms. Blanco is attached along with a copy of the petition for annexation.

### Approve Minutes.

Minutes from the August 22, 2023, September 12, 2023, and October 10, 2023 closed sessions and the November 14, 2023 regular meeting are provided for review and approval.

\*\*\*\*\*\*

# 8. Conduct a Public Hearing on Amending the 2020 and 2021 Annual Action Plans for the Community Development Block Grant Program.

This public hearing is to receive comments on substantial amendments to the previously adopted 2020 and 2021 CDBG Annual Action Plans. Program regulations allow for substantial plan amendments in accordance with the Citizen Participation Plan. The suggested amendments will provide funding to the Redevelopment Commission to rehabilitate two single-family homes that will be donated to Habitat for Humanity and sold to low to moderate-income households in the Greater Five Points area. The plans' line-item budgets will not change. Following the hearing, no action is needed at this meeting. The Board will deliberate and consider approving the amendments at its December 12<sup>th</sup> meeting. A memo from D'Aja Fulmore, Community Development Coordinator, is attached.

 Consider Adopting a Resolution Approving and Authorizing the Execution of an Amended and Restated Full Requirements Power Sales Agreement Between the City and NCEMPA.

NCEMPA and its member municipalities previously entered into a power sales agreement. That agreement has been amended as approved by the NCEMPA Board of Commissioners and ElectriCities Board of Directors. Each member municipality must also approve and execute the amendment. Charlie Bauschard, Director of Public Utilities, has provided a memo summarizing the changes.

 Consider Adopting a Resolution Authorizing the City Manager to Execute a Contract with Trader Construction for Phase One of the Duffyfield Stormwater Enhancement Project.

(Ward 5) Bids were solicited for the Duffyfield Stormwater Enhancement Phase 1 Project. Trader Construction was the only vendor to bid on the project. This resolution authorizes the execution of a contract with Trader for \$1,698,490 and any changes orders within the budgeted amount. A memo from George Chiles, Director of Public Works, is attached along with the bid tabulation.

## 11. Appointment(s).

Raymond Layton's term on the Planning and Zoning Board expired June 30, 2023, and he is ineligible for reappointment. Alderman Kinsey is asked to make a new appointment to fill Seat 4 for a three-year term.

- 12. Attorney's Report.
- 13. City Manager's Report.
- 14. New Business.
- 15. Closed Session.
- 16. Adjourn.

INDIVIDUALS WITH DISABILITIES REQUIRING SPECIAL ASSISTANCE SHOULD CALL 639-2931 NO LATER THAN 3 P.M. THE DATE OF THE MEETING

## **AGENDA ITEM COVER SHEET**



Agenda Item Title: Consider Adopting a Resolution to Initiate the Upset Bid Process for 512 Second Avenue

Date of Meeting: 11/28/	2023	Ward # if applicable: 2		
Department: City Clerk		Person Submitting Item: Brenda Blanco		
Call for Public Hearing	g: □Yes⊠No	Date of Public Hearing: N/A		
Explanation of Item:	purchase of 512 property is a va	erprises has tendered an offer of \$2,700 for the 2 Second Avenue, PID 8-012-A-230. The scant 0.07-acre residential lot that was acquired County in 2013 through tax foreclosure.		
Actions Needed by Board:	Consider adopting the resolution			
Backup Attached:	Memo, resolution, offer to purchase, map and pictures of the property			
Is item time sensitive?	□Yes ⊠No			
Cost of Agenda Item:				
If this requires an expe		been budgeted and are funds available		

**Additional Notes:** 

#### Aldermen

Rick Prill Hazel B. Royal Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Robert Brinson, Jr.



300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: November 16, 2023

SUBJECT: Offer to Purchase 512 Second Avenue

All Access Enterprises has submitted a bid of \$2,700 for the purchase of 512 Second Avenue. The property is a vacant 0.07-acre residential parcel with a tax value of \$5,400. It was acquired jointly by the City and County in June of 2013 through tax foreclosure.

/beb

#### RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County own certain real property identified as 512 Second Avenue, Craven County parcel identification number 8-012-A-230; and

WHEREAS, North Carolina General Statute § 160A-269 permits the City to sell property by upset bid after receipt of an offer for the property; and

WHEREAS, the City and Craven County have received an offer to purchase the above described property in the amount of \$2,700.00 submitted by All Access Enterprises LLC; and

WHEREAS, All Access Enterprises LLC has paid the required five percent (5%) deposit on the offer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

- Section 1. The Board of Aldermen of the City of New Bern authorizes the sale of its interest in the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
- Section 2. The City Clerk shall cause a notice of the proposed sale to be published.
  The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
- Section 3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
- Section 4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Aldermen.
- Section 5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

Section 6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check or certified check. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset bid if a qualifying higher bid is received. If the City and County accept the final high bid, the deposit of the final high bidder will be applied to the purchase price at closing, and if the final high bidder is unable to complete the purchase of the property, the deposit shall be forfeited.

Section 7. The terms of the final sale are:

- (a) The Board of Aldermen must approve the final high offer before the sale is closed, which it may do within thirty (30) days after the final upset bid period has passed; and
  - (b) The buyer must pay with cash at the time of closing.

Section 8. The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted, and the right to reject all bids at any time, specifically including the initial offer.

Section 9. If no qualifying upset bid is received after the initial public notice, and if the offer set forth above has not been subsequently rejected, the offer set forth above is hereby accepted, and the appropriate city officials are authorized to execute the instruments necessary to convey the property to All Access Enterprises LLC.

ADOPTED THIS 28th DAY OF NOVEMBER, 2023.

	JEFFREY T. ODHAM, MAYOR	
BRENDA E. BLANCO, CITY CLERK		

# NORTH CAROLINA

#### OFFER TO PURCHASE AND CONTRACT

#### CRAVEN COUNTY

ALL ACCESS	Enterprises, as	Buyer, hereby	offers to	purchase and	CRAVEN	COUNTY	and the
CITY OF NEW BERN, collectiv	ely as Seller, upon accepta	ance of said offer	r, agrees to	sell and con	vey, all of tha	t plot, piece	or parce
of land described below (hereafter	referred to as the "Proper	ty"), upon the fo	llowing ter	rms and cond	itions:		

of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:
1. REAL PROPERTY: Located in or near the City of New Bern, Craven County, North Carolina, being known as and mo particularly described as:  Street Address: 512 Second Ase Subdivision Name:  Tax Parcel ID No.: 8-012-A-230 Plat Reference:

Being all of that property more particularly described in Deed Book 3265. Page 0766 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$ 2500 pound shall be paid as follows:

10000 /35.10, EARNEST MONEY DEPOSIT with this offer by cash bank check creatified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies ayailable to Seller for such breach.

1900:00 , BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS: 2565

(a) This contract is not subject to Buyer obtaining financing.

- (b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (c) The Property is being sold subject to all liens and encumbrances of record, if any.

(d) Other than as provided herein, the Property is being conveyed "as is".

- (e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.
- (f) Title shall be delivered at Closing by QUITCLAIM DEED
- 4. SPECIAL ASSESSMENTS: Seller makes no warranty or representation as to any pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, or pending or confirmed owners' association special assessments. Buyer shall take title subject to all pending assessments, if any.
- PAYMENT OF TAXES: Any ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.
- EXPENSES: Buyer shall be responsible for all costs with respect to any title search, title insurance, recording of the deed, and its legal fees. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for any excise tax (revenue stamps) required by law.
- EVIDENCE OF TITLE: Not Applicable.
- 8. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of final approval of the sale by Craven County's Board of Commissioners and the City of New Bern's Board of Aldermen pursuant to G.S. §160A-269. The deed is to be made to ALL ACCESS Enterprises.
- POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing.
- 10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:
- (a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is." Seller makes no representation as to water, sewer, conditions, title, access, or fitness for any intended use.
- (b) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.
- 11. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall not have the right to enter upon the Property for any purpose without advance written permission of the Seller. If such permission is given, Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof.
- 12. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.): None.

Buyer Initials _ L _ C	Seller Initials
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- 13. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.
- 14. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).
- 15. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 16. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 17. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.
- 18. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:	SELLER	
(If an individual)	CRAVEN COUNTY	
(SEAL)	Ву;	(SEAL)
Name:	Its:	
Date:	Date:	
Address:		
Phone:		
(If a business entity)	CITY OF NEW BERN	
By: Ra (SEAL)	Ву:	(SEAL)
Its: nember	Its:	
Date: 10-26-2023	Date:	
North Plainfeild, N. Jordo		
Phone: 908-400-1632		

## Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 10/26/2023 at 4:02:18 PM

PARCEL ID: 8-012-A-230

Owner:

CRAVEN COUNTY & NEW BERN-CITY

Mailing Address:

406 CRAVEN ST NEW BERN, NC 28560

Address of Property:

512 SECOND AVE

Subdivision:

**Property Description:** 

512 2ND AVE; LOT 20 WEST END

Assessed Acreage :

0.07

Deed Book Page:

3205 0766

Deed Recording Date :

6 20 2013

Land Value :

\$5,400

Recorded Survey:

1.71

Total Improvement(s)

\$0

Life Estate Deed :

Value :

\$5,400

Estate File Year-E-Folder :

Total Assessed Value : \$5

Tax Exempt :

Yes

Number of Improvements: 0
City Name: NEW BERN

Fire Tax District :

Drainage District :

Special District:

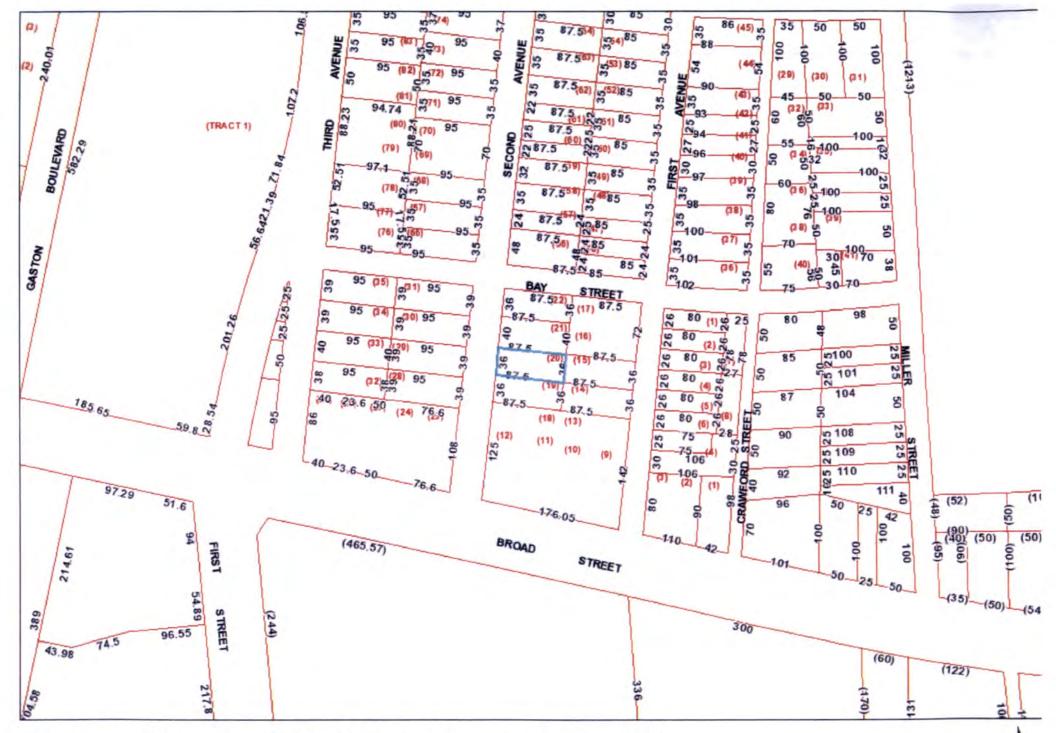
Lot Dimension:

VACANT - RESIDENTIAL

Land Use :

		Recent Sales Information		
Sale Date Deed	Seller Name	Buyer Name	Type of Sale	Sale Price
6/20/2013 3205-0766	SPRUELL, HORACE LEE HEIRS	CRAVEN COUNTY & NEW BERN- CITY	STRAIGHT TRANSFER	\$4,500
1/1/1982 1000-0765	SPRUELL, HORACE LEE	SPRUELL, HORACE LEE HEIRS	STRAIGHT TRANSFER	\$0

Buildings or improvements where not found on this parcel.



Craven County GIS 512 Second Ave PID 8-012-A-230

1 inch = 123 feet

## 512 Second



Front of lot



Back of lot

#### **ESTIMATE OF DIVISION OF PROCEEDS**

Property: 512 Second Avenue, PID: 8-012-A-230			
Offer Amount			\$ 2,700.00
Less: Reimb to City for publication of notice of offer (approx)		\$ -	
Balance			\$ 2,700.00
County cost reimbursement		\$ 1,468.81	
City cost reimbursement		\$ 250.00	\$ 1,718.81
Remaining Balance			\$ 981.19
County Taxes at Foreclosure	\$ 623.89	25.876%	\$ 253.90
City Taxes at Foreclosure	\$ 1,787.15	74.124%	\$ 727.29
Total Taxes	\$ 2,411.04		
County Total	\$ 1,722.71		
City Total	\$ 977.29		
	\$ 2,700.00		

## **AGENDA ITEM COVER SHEET**



Agenda Item Title: Consider Adopting a Resolution to Initiate the Upset Bid Process for 801 Queen Street

Date of Meeting: 11/28/2	2023	Ward # if applicable: 1
Department: City Clerk		Person Submitting Item: Brenda Blanco
Call for Public Hearing	Hearing: □Yes⊠No Date of Public Hearing: N/A	
Explanation of Item:	801 Queen Stre 0.06-acre reside	as tendered an offer of \$3,750 for the purchase of set, PID 8-008-141. The property is a vacant ential lot that was acquired by the City and through tax foreclosure.
Actions Needed by Board:	Consider adopting the resolution	
Backup Attached:	Memo, resolution, offer to purchase, map and pictures of the property	
Is item time sensitive?	□Yes ⊠No	
Cost of Agenda Item: If this requires an expe		been budgeted and are funds available

**Additional Notes:** 

#### Aldermen

Rick Prill Hazel B. Royal Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Robert Brinson, Jr.



300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

MEMO TO: Mayor and Board of Aldermen

FROM: Brenda Blanco, City Clerk

DATE: November 16, 2023

SUBJECT: Offer to Purchase 801 Queen Street

Phil Hedrick has submitted a bid of \$3,750 for the purchase of 801 Queen Street. The property is a vacant 0.06-acre residential parcel with a tax value of \$7,500. It was acquired jointly by the City and County in March of 2016 through tax foreclosure.

/beb

#### RESOLUTION

THAT WHEREAS, the City of New Bern and Craven County own certain real property identified as 801 Queen Street, Craven County parcel identification number 8-008-141; and

WHEREAS, North Carolina General Statute § 160A-269 permits the City to sell property by upset bid after receipt of an offer for the property; and

WHEREAS, the City and Craven County have received an offer to purchase the above described property in the amount of \$3,750.00 submitted by Philip Hedrick; and

WHEREAS, Philip Hedrick has paid the required five percent (5%) deposit on the offer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

- Section 1. The Board of Aldermen of the City of New Bern authorizes the sale of its interest in the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
- Section 2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
- Section 3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
- Section 4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Aldermen.
- Section 5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
- Section 6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check or

certified check. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset bid if a qualifying higher bid is received. If the City and County accept the final high bid, the deposit of the final high bidder will be applied to the purchase price at closing, and if the final high bidder is unable to complete the purchase of the property, the deposit shall be forfeited.

Section 7. The terms of the final sale are:

- (a) The Board of Aldermen must approve the final high offer before the sale is closed, which it may do within thirty (30) days after the final upset bid period has passed; and
  - (b) The buyer must pay with cash at the time of closing.

Section 8. The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted, and the right to reject all bids at any time, specifically including the initial offer.

Section 9. If no qualifying upset bid is received after the initial public notice, and if the offer set forth above has not been subsequently rejected, the offer set forth above is hereby accepted, and the appropriate city officials are authorized to execute the instruments necessary to convey the property to Philip Hedrick.

ADOPTED THIS 28th DAY OF NOVEMBER, 2023.

CCCDCS	T. ODHAM, MAYOR	
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BRENDA E. BLANCO, CITY CLERK

COTA A STREET	TOO	TIME TO STATE OF
CRAVEN		LINIX

HERETO.): None.

CRAVEN COUNTY
PHILIP HEDRICK , as Buyer, hereby offers to purchase and CRAVEN COUNTY and the
CITY OF NEW BERN, collectively as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parce of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:
1. REAL PROPERTY: Located in or near the City of New Bern, Craven County, North Carolina, being known as and more
particularly described as:
Street Address: 80 GUEEN ST
Subdivision Name:  Tax Parcel ID No.: 8-008-141
Tax Parcel ID No.: 8-008-141
Plat Reference:
Being all of that property more particularly described in Deed Book 3420, Page 883 in the Craven County Registry.
2. PURCHASE PRICE: The purchase price is \$3750 and shall be paid as follows:
(a) \$ 187.50 EARNEST MONEY DEPOSIT with this offer by a cash bank check certified check to be
held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly
terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach o
this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request In the event of breach of this contract
by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other
remedies available to Seller for such breach.
(b) \$ 3562.50 , BALANCE of the purchase price in cash or readily available funds at Closing.
3. CONDITIONS:
(a) This contract is not subject to Buyer obtaining financing.
(b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tea excepted.
(c) The Property is being sold subject to all liens and encumbrances of record, if any.
(d) Other than as provided herein, the Property is being conveyed "as is".
(e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice
provisions and the rights in others to submit upset bids in accordance therewith.
(f) Title shall be delivered at Closing by QUITCLAIM DEED
4. SPECIAL ASSESSMENTS: Seller makes no warranty or representation as to any pending or confirmed governmental specia
assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, or pending or confirmed owners association special assessments. Buyer shall take title subject to all pending assessments, if any.
5. PAYMENT OF TAXES: Any ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.
6. EXPENSES: Buyer shall be responsible for all costs with respect to any title search, title insurance, recording of the deed, and
its legal fees. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this
agreement, and for any excise tax (revenue stamps) required by law.
7. EVIDENCE OF TITLE: Not Applicable.
8. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and al
documents and papers necessary in connection with Closing and transfer of title within thirty (30) days of the granting of final
approval of the sale by Craven County's Board of Commissioners and the City of New Bern's Board of Aldermen pursuant to G.S.
§160A-269. The deed is to be made to PHILIP HEDRICK
9. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing.
10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:
(a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is." Seller makes no
representation as to water, sewer, conditions, title, access, or fitness for any intended use.
(b) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.
11. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall not have the right to
enter upon the Property for any purpose without advance written permission of the Seller. If such permission is given, Buyer wi
indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injur-
to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnit
shall survive this contract and any termination hereof.
12. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACK

Seller Initials

13. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

14. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then

this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).

15. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or

performed.

17. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and

signed by all parties.

18. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:	SELLER	
(If an individual)	CRAVEN COUNTY	
Name: PHILIP HEDRICK  Date: 11-2-23  Address: 1506 TRENT BLVD  NB, NC 28560	By: Its: Date:	(SEAL)
Phone: <u>756-760-8600</u> (If a business entity)	CITY OF NEW BERN	
By:(SEAL)	By:	(SEAL
Its:	Its:	
Date:	Date:	
Address:		
Phone:		

about:blank 11/2/23, 11:40 AM

## Craven County Geographic Information System



Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessments purposes. Page generated on 11/2/2023 at 11:40:24 AM

PARCEL ID: 8-008-141

Owner:

CRAVEN COUNTY & NEW BERN-CITY

Mailing Address:

406 CRAVEN ST NEW BERN, NC 28560

Address of Property:

801 QUEEN ST

Subdivision:

**Property Description:** 

QUEEN STAT NEW

Assessed Acreage:

0.06

Deed Book Page:

3420 0883

Deed Recording Date:

3 9 2016

Land Value:

\$7,500

Recorded Survey:

Total Improvement(s) Value:

\$0

Life Estate Deed:

Total Assessed Value : \$7,500 Estate File Year-E-Folder:

Number of Improvements: 0

Tax Exempt:

Yes

City Name:

NEW BERN Fire Tax District:

**Drainage District:** 

Special District:

Lot Dimension:

Land Use :

SERVICE - GOVERNMENT

OWNED - EXEMPT

#### Recent Sales Information

Sale Date Deed

Seller Name

**Buyer Name** 

Type of Sale

Sale Price

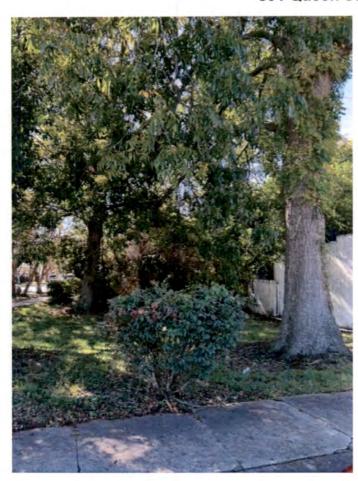
3/9/2016

3420-0883 BOONE, EDITH WARD CRAVEN COUNTY & NEW BERN-CITY STRAIGHT TRANSFER

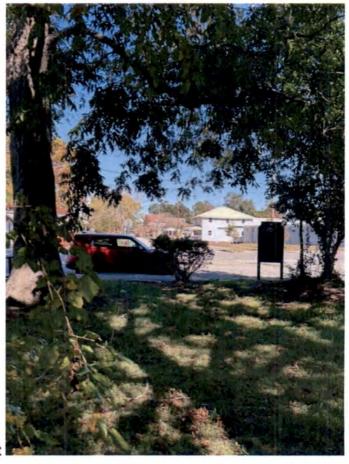
\$3,000

Buildings or improvements where not found on this parcel.

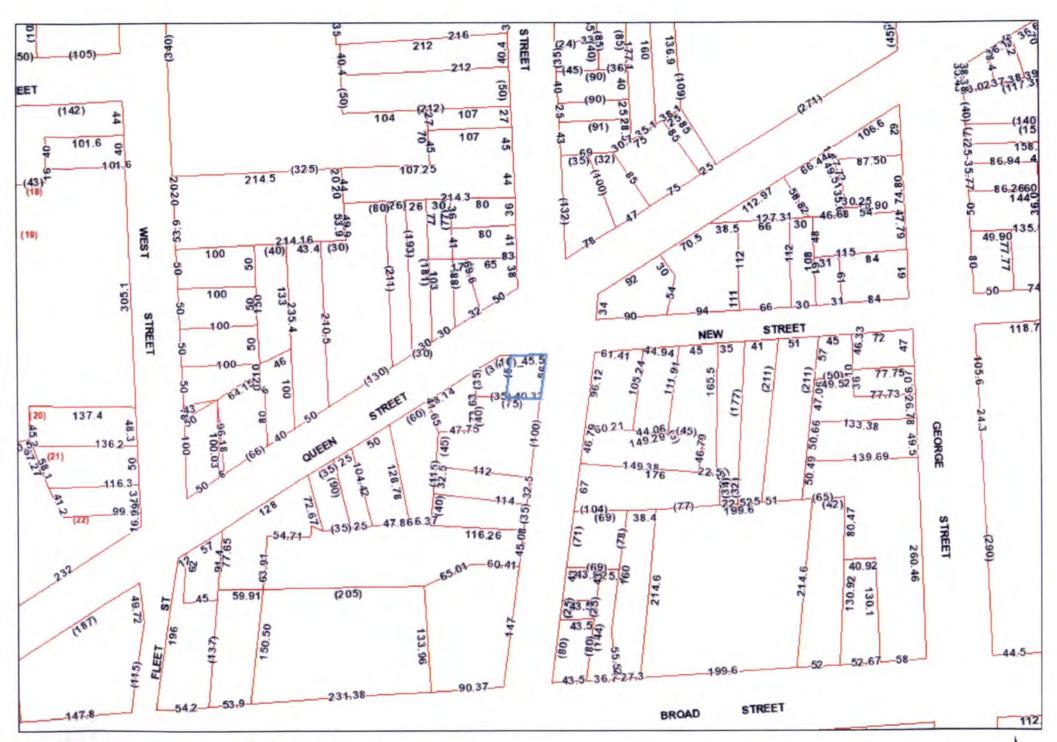
## 801 Queen Street



Front of lot



Rear of lot looking toward street



Craven County GIS 801 Queen St

1 inch = 123 feet

### **ESTIMATE OF DIVISION OF PROCEEDS**

Property: 801 Queen Street, PID: 8-008-141			
Offer Amount			\$ 3,750.00
Less: Reimb to City for publication of notice of offer (approx)		\$ -	
Balance			\$ 3,750.00
County cost reimbursement		\$ 2,438.62	
City cost reimbursement		\$ -	\$ 2,438.62
Remaining Balance			\$ 1,311.38
County Taxes at Foreclosure	\$ 510.72	68.483%	\$ 898.07
City Taxes at Foreclosure	\$ 235.04	31.517%	\$ 413.31
Total Taxes	\$ 745.76		
County Total	\$ 3,336.69		
City Total	\$ 413.31		
	\$ 3,750.00		

## AGENDA ITEM COVER SHEET



**Agenda Item Title:** 

Consider Adopting a Resolution Calling for a Public Hearing to Annex a Portion of Tax Parcel ID 8-209-13001

Date of Meeting: 11/28/2023  Department: City Clerk		Ward # if applicable: 4			
		Person Submitting Item: Brenda Blanco			
Call for Public Hearing	g: ⊠Yes□No	Date of Public Hearing: 12/12/2023			
Explanation of Item:	Tax Parcel ID 8	NR Company is seeking to annex a portion of 3-209-13001 in the West New Bern area. It is blic hearing be held December 12, 2023.			
Actions Needed by Board:	Consider adopting resolution calling for a public hearing				
Backup Attached:	Memo, resolution, petition to annex, map				
Is item time sensitive?	□Yes ⊠No				
Cost of Agenda Item:					
		been budgeted and are funds available			

**Additional Notes:** 

#### Aldermen

Rick Prill Hazel Royal Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Robert Brinson, Jr.



300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

TO: Mayor and Board of Aldermen

FROM: Brenda E. Blanco, City Clerk

DATE: November 16, 2023

SUBJECT: Call for a Public Hearing to Annex a Portion of Tax Parcel 8-209-13001

#### Background

Weyerhaeuser NR Company has petitioned the City to annex a portion of Tax Parcel 8-209-13001 totaling approximately 3.23 acres. It is requested a public hearing be held on December 12, 2023 to consider this request.

#### Recommendation

Consider adopting a resolution to call for a public hearing.

#### RESOLUTION

THAT WHEREAS, the Board of Aldermen of the City of New Bern has received a petition from Weyerhaeuser NR Company, bearing date November 10, 2023, seeking annexation to the City of New Bern a parcel of land consisting of 3.23 acres, more or less, which said parcel is located north of US Highway 70 in Number Eight Township, Craven County, and being identified as a portion of Craven County Tax Parcel 8-209-13001 and more particularly identified on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Board of Aldermen has caused the City Clerk to investigate the sufficiency of said petition and to certify the results of her investigation; and

WHEREAS, the Board of Aldermen has received the certification of the City Clerk attesting to the sufficiency of the petition; and

WHEREAS, the Board of Aldermen desires to conduct a public hearing on December 12, 2023, in the City Hall Courtroom at 6:00 p.m. on the question of annexing to the City of New Bern the above-described parcel of land owned by Weyerhaeuser NR Company.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

Section 1. That a public hearing will be conducted by the Board of Aldermen of the City of New Bern on December 12, 2023, in the City Hall Courtroom at 6:00 p.m., or as soon thereafter as the matter may be reached, on the question of annexing to the City of New Bern the parcel of land owned by Weyerhaeuser NR Development Company, which said parcel is located north of US Highway 70 in Number Eight Township, Craven County, and being identified as a portion of Craven County Tax Parcel 8-209-13001, the boundaries of which are shown on Exhibits A and B attached hereto and incorporated herein by reference.

Section 2. That a notice of public hearing shall be published once in the *Sun-Journal* at least ten (10) days prior to December 12, 2023.

ADOPTED THIS 28th DAY OF NOVEMBER, 2023.

JEFFREY T. ODHAM, MAYOR

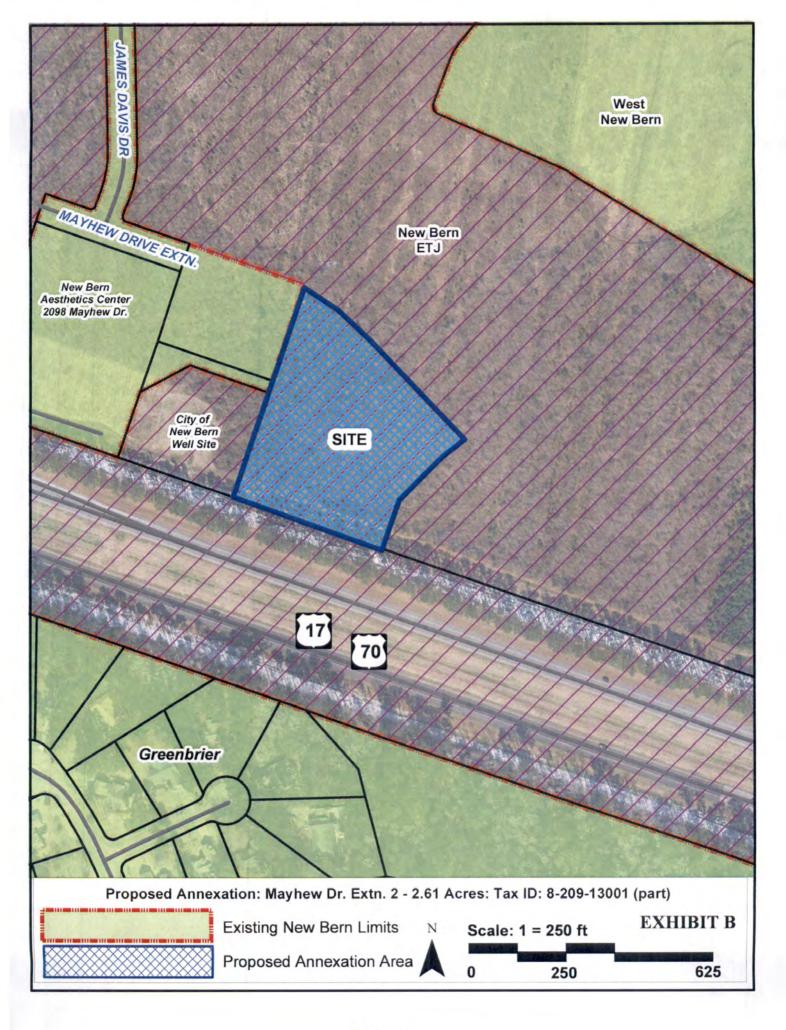
BRENDA E. BLANCO, CITY CLERK

#### **EXHIBIT A**

That certain tract of land being in the Number 8 Township, Craven County, City of New Bern, North Carolina, said tract being a portion of the property described in Deed Book 2687 Page 346 and Deed Book 2687 Page 339 and Map Book H page 113 G&H of the Craven County Register of Deeds and shown on a map titled "Subdivision Plat Kyrios, LLC Parcel C" dated October 11, 2023 and being more fully described as follows:

Commencing at an 1" open end pipe, said pipe being on the northern right of way of US Highway 70 (370' Public R/W) labeled (Tie) said pipe being South 79°28′21" East a distance of 518.70 feet from an iron rod set, said iron rod having NC Grid NAD 83(2011) coordinates of North 505839.89 feet and East 2559831.21 feet, said iron rod also being South 72°12′52" East a distance of 819.86 feet from an iron rod set with NC Grid NAD 83(2011) coordinates of North 506090.32 feet and East 2559050.53 feet which is South 73°41′24" East 1518.32 feet from NCGS Voltage with NC Grid NAD 83(2011) coordinates of North 506,516.72 feet and East 2557593.31 feet, said 1" open end pipe being the **Point of Beginning**.

Thence from the Point of Beginning; and with the common line between City of New Bern (Deed Book 2646 Page 373,) and Weyerhaeuser Real Estate Company North 18°46'56" East, a distance of 230.72 feet to a 5/8" rebar set; thence continuing North 18°46'56" East, a distance of 25.00 feet to a 1" open end pipe found; thence continuing North 18°46'56" East, a distance of 143.09 feet to a 5/8" rebar set on the southern right of way Mayhew Drive extension (61' Public R/W); thence continuing North 18°46'56" East, a distance of 62.27 to a point on the northern right of way of Mayhew Drive extension; thence on a curve to the right with said northern right of way along the arc of said curve a distance of 149.18 feet, said curve having a radius of 530.50 feet, a delta angle of 16°06'44", and a chord bearing and distance of South 52°14'18" East 148.69 feet to a point; thence South 44°10'56" East a distance of 270.70 feet to a point at the beginning of a curve to the left; thence along the arc of said curve a distance of 32.91 feet, said curve having a radius of 369.50 feet a delta angle of 05°06'11" and a chord bearing and distance of South 46°44'02" East 32.90 feet to a point; thence leaving said northern right of way South 40°42'53" West a distance of 61.00 feet to a 5/8" rebar set on the southern right of way of said Mayhew Drive Extension; thence leaving said right of way South 45°49'08" West a distance of 123.34 feet to a 5/8" rebar set; thence South 20°12'22" West a distance of 111.13 feet to a 5/8" rebar set on the northern right of way of US Highway 70; thence with said right of way North 70°57′36" West a distance of 303.00 feet to a concrete right of way monument; thence North 70°56′36″ West a distance of 27.34 feet the Point of Beginning. Containing 140,384 Sq. Ft. or 3.23 Acres all as shown on a map titled "Subdivision Plat Kyrios, LLC Parcel C" dated October 11, 2023.



### CERTIFICATE OF SUFFICIENCY

I, BRENDA BLANCO, City Clerk of the City of New Bern, North Carolina, do hereby certify that I have investigated the sufficiency of the petition of Weyerhaeuser NR Company requesting annexation by the City of New Bern of a portion of Tax Parcel 8-209-13001 in Number 8 Township, Craven County, which said petition is dated November 10, 2023, and I do hereby certify that said petition is in order in all respects.

THIS DAY 28<sup>TH</sup> OF NOVEMBER, 2023.

BRENDA BLANCO, CITY CLERK

#### PETITION TO ANNEX

#### TO: BOARD OF ALDERMEN OF THE CITY OF NEW BERN

- Weyerhaeuser NR Company, the undersigned owner of real property, respectfully requests that the area described in Paragraph 2 below be annexed to the City of New Bern.
- 2. The area to be annexed is a portion of Craven County Tax Parcels 8-209-13001 (current zoning: C-3). It is contiguous to the City of New Bern, and the boundaries of such territory are more particularly described on <u>Exhibit A</u> attached hereto and incorporated herein by reference. The zoning classifications of the Parcel shall remain unchanged.

OWNER:

WEYERHAEUSER NR COMPANY

Timothy T. Jackson

By: Timothy T. Jackson, Senior Director, Real Estate Development

Date: November 10, 2023

Mailing Address: c/o Clifford P. Parson

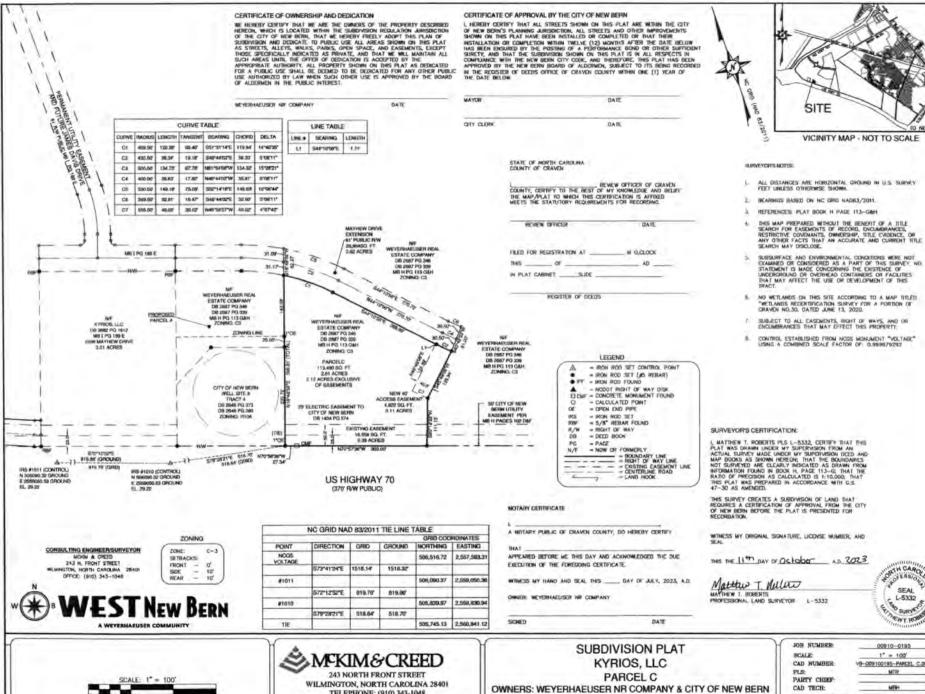
Ward and Smith, P.A. Post Office Box 867 New Bern, NC 28563

#### EXHIBIT A

That certain tract of land being in the Number 8 Township, Craven County, City of New Bern, North Carolina, said tract being a portion of the property described in Deed Book 2687 Page 346 and Deed Book 2687 Page 339 and Map Book H page 113 G&H of the Craven County Register of Deeds and shown on a map titled "Subdivision Plat Kyrios, LLC Parcel C" dated October 11, 2023 and being more fully described as follows:

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TELEPHONE: (910) 343-1048 FAX: (910) 251-8282

NORTH CAROLINA FIRM LICENSE NUMBER: F-1222

CITY OF NEW BERN-TOWNSHIP NO. 8-CRAVEN COUNTY-NORTH CAROLINA

OCTOBER 11, 2023 1" = 100"

00910-0193 1" - 100" V9-009100195-PARCEL C.DWG MIR FIELD BOOK/PACE: DRAWING NUMBER-2023 SHEET 1 OF 1

## **AGENDA ITEM COVER SHEET**



## **Agenda Item Title:**

Date of Meeting: 11/28/2023

Conduct a Public Hearing on the Substantial Amendment to FY 2020 & 2021 Annual Action Plans of the Community Development Block Grant (CDBG) Program.

Ward # if applicable: N/A

Department: Development Services		Person Submitting Item: D'Aja Fulmore, Community Development Coordinator			
Call for Public Hearing	g: □Yes⊠No	Date of Public Hearing: 11/28/2023			
Explanation of Item:	2020 & 2021 A activities, proje	lic Hearing on the Substantial Amendment to FY nnual Action Plans. A presentation will include the ect timelines, cause for the amendment, and newly ge for the amendment.			
Actions Needed by Board:	Conduct a Public Hearing				
Backup Attached:	Memo, FY 2020 & 2021 Amended Annual Action Plans, PowerPoint Presentation				
Is item time sensitive?	⊠Yes □No				
Cost of Agenda Item:		been budgeted and are funds available			

**Additional Notes:** A Resolution to adopt the Substantial Amendments for the FY 2020 and 2021 Annual Action Plans will be presented at the December 12, 2023, meeting

and certified by the Finance Director? 

Yes 

No



303 First Street, P.O. Box 1129 New Bern, NC 28563 (252)639-7587

#### MEMORANDUM

TO: Mayor Jeffrey Odham, City of New Bern Board of Aldermen

FROM: D'Aja Fulmore, Community Development Coordinator

DATE: November 16, 2023

SUBJECT: Conduct a Public Hearing on the Substantial Amendment to FY 2020 &

2021 Annual Action Plans of the Community Development Block Grant

(CDBG) Program

#### Background Information:

The purpose of this agenda item is to conduct a public hearing on the substantial amendments to the City of New Bern's FY 2020 and 2021 Annual Action Plans for the use of Community Development Block Grant (CDBG) funds.

The City of New Bern previously adopted its FY 2020 and 2021 Annual Action Plans and Budgets for the use of CDBG funds. In accordance with CDBG program regulations, the City is allowed to make substantial amendments to its Annual Action Plans and Budgets in accordance with the City's Citizen Participation Plan.

The City has determined that it is necessary to amend the CDBG program year budgets for the previously approved Annual Action Plans. The funds will remain the same, but a new scope of work will be added.

The substantial amendments to the CDBG Annual Action Plans are proposed as follows:

FY 2020 Program Year: IDIS #34 - Housing Rehabilitation in the Five Points Area:
 The City is amending the project scope by changing it to the following:

## Original Language:

"Funds will be given to the Redevelopment Commission to begin the rehabilitation work on a rental property located in the Greater Five Points

area. This will begin a 2-phase renovation process that will span two program years. (Multi-year activity)"

#### Proposed Language:

"Funds will be provided to the Redevelopment Commission to be used to rehabilitate a single-family home, which will be donated to Habitat for Humanity and sold to an eligible low- and moderate-income household in the Greater Five Points Area of the City. This is a multi-year activity."

The line-item budget amount will not change.

FY 2021 Program Year: IDIS # 37 - Housing Rehabilitation in the Five Points Area:
 The City is amending the project scope by changing it to the following:

### Original Language:

"This is Year 2 of a multi-year activity. The City Redevelopment Commission is purchasing an existing vacant residence. The house will be moved to a new site on a residential street. The house will be rehabilitated and brought up to code standards. It will be a rental property owned by the Redevelopment Commission." (Multi-year activity).

### Proposed Language:

"Funds will be provided to the Redevelopment Commission to be used to rehabilitate a single-family home, which will be donated to Habitat for Humanity and sold to an eligible low- and moderate-income household in the Greater Five Points Area of the City. This is a multi-year activity."

The line-item budget amount will not change.

#### Recommendation:

Conduct a Public Hearing on the Substantial Amendment to FY 2020 & 2021 Annual Action Plans of the Community Development Block Grant (CDBG) Program.

If you have any questions or need additional information, please contact D'Aja Fulmore at 252-639-7586 or Chris Seaberg at 252-639-7580.





Development Services
FY 2020 & 2021 CDBG Annual Action Plan
Substantial Amendment

November 28, 2023

1

## **Definition/Purpose**

- Annual Action Plan (AAP): Concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.
- Substantial Amendment: A change in the purpose, scope, location, or beneficiaries of an activity.

## **Cause for Amendment**

- North Carolina General Assembly Statute § 160A-512.
  - Powers of Commission.
  - A Redevelopment Commission does not have authority to permanently act as a landlord.
- Statute prohibits intended project scope in FY 2020 and 2021 Annual Action Plan.

NEW BERN

3

## **CDBG Activity and National Objective**

- FY 2020 and 2021 Housing Rehabilitation Activity
  - Low-Moderate Income Benefit
    - Funds will be given to the Redevelopment Commission to begin the rehabilitation work on a rental property located in the Greater Five Points area. This will begin a 2-phase renovation process that will span two program years. (Multiyear activity)

## FY 2020 Annual Action Plan Amendment

Integrated Disbursement and Information System (IDIS # 34)

Housing Rehabilitation in the Five Points Area: The City is amending the project scope by changing it to the following: "Funds will be provided to the Redevelopment Commission to be used to rehabilitate a single-family home, which will be donated to Habitat for Humanity and sold to an eligible low-and moderate-income household in the Greater Five Points Area of the City. This is a multi-year activity." The line-item budget amount will not change.

NEW BERN

5

## FY 2021 Annual Action Plan Amendment

Integrated Disbursement and Information System (IDIS # 37)

Housing Rehabilitation in the Five Points Area: The City is amending the project scope by changing it to the following: "Funds will be provided to the Redevelopment Commission to be used to rehabilitate a single-family home, which will be donated to Habitat for Humanity and sold to an eligible low- and moderate-income household in the Greater Five Points Area of the City. This is a multi-year activity." The line-item budget amount will not change.

## 602 Gaston Boulevard



NEW BERN

7

## **Project Timeline**

- <u>February 2022</u>: House relocated from 602 Gaston Boulevard to 911 Eubanks Street by Elite Structural Movers.
- <u>February 2023</u>: Redevelopment Commission entered contract with Ed Mumford for construction commencement.
- · June 2023: 911 Eubanks Rehab Work Completed.

## 911 Eubanks Street



NEW BERN

9

## **Summary**

- Amendment calls for a change of the language, stating the new project description.
- Plans have been previously adopted by HUD and no other parts of the plans are being amended.
- Property at 911 Eubanks Street will be donated to Habitat for Humanity to be sold to low-moderate income family.

## **Next Steps**

- The required display period (30 days) of the amendments ends on December 11, 2023.
- A resolution to approve the amendments will be presented at the December 12, 2023 BOA Meeting.
- The amendments are presented and approved in separate meetings to satisfy the display period requirement.

NEW BERN

11

## **Questions?**

## CITY OF NEW BERN

303 First Street, New Bern, NC 28560

# FY 2020 Annual Action Plan - Substantial Amendment # 2

For Submission to HUD for the Community Development Block Grant (CDBG) Program and CARES Act for COVID-19 Relief (CDBG-CV) Funding

December 12, 2023

Mayor:

Jeffrey T. Odham

City Manager:

Foster Hughes

Director of Development

Services:

Jessica Rhue





## **Table of Contents**

PART	I. ES: EXECUTIVE SUMMARY	
AP-05	Executive Summary – 24 CFR 91.200(c), 91.220(b)	1
	1. Introduction	1
	2. Summary of the Objectives and Outcomes Identified in the Plan	15
	3. Evaluation of Past Performance	
	4. Summary of Citizen Participation Process and Consultation Process	18
	5. Summary of Public Comments	20
	6. Summary of Comments or Views Not Accepted and the Reasons For Not	
	Accepting Them	
	7. Summary	
PART I	II. PR: THE PROCESS	
PR-05	Lead & Responsible Agencies – 91.200(b)	23
	1. Agency/Entity Responsbile for Preparing/Administering the Plan	23
AP-10	Consultation - 91.100, 91.200(b), 91.215(l)	24
	1. Introduction	24
	2. Agencies, Groups, Organizations, and Others Who Participated in the Pro	ocess
	and Consultations	26
AP-12	Participation	33
	1. Summary of citizen participation process	33
PART I	III. ANNUAL ACTION PLAN	
AP-15	Expected Resources – 91.220(c)(1,2)	39
AP-20	Annual Goals & Objectives	42
AP-35	Projects – 91.220(d)	44
AP-38	Project Summary	46
AP-50	Geographic Distribution – 91.220(f)	50
AP-55	Affordable Housing – 91.220(g)	53
AP-60	Public Housing – 91.220(h)	54
AP-65	Homeless and Other Special Needs Activities – 91.220(i)	57
AP-75	Barriers to Affordable Housing – 91.220(j)	61
	Other Actions – 91.220(k)	
AD 00	Program Specific Poquiroments - 91 220(I)(1 2 4)	60

### PART IV. APPENDIX

SF 424 Forms
Certifications
Resolution
Updated Citizen Participation Plan
Citizen Participation





#### Substantial Amendment # 2:

The City of New Bern has prepared a substantial amendment to its FY 2020 Annual Action Plan. The amendment to its FY 2020 Annual Action Plan is the following: IDIS Activity # 34 - Housing Rehabilitation in the Five Points Area: The City is amending the project scope by changing it to the following: "Funds will be provided to the Redevelopment Commission to be used to rehabilitate a single-family home, which will be donated to Habitat for Humanity and sold to an eligible low- and moderate-income household in the Greater Five Points Area of the City. This is a multi-year activity." The line-item budget amount will not change.

#### CARES Act Substantial Amendment:

The City of New Bern has prepared a substantial amendment to its FY 2020 Annual Action Plan. The purpose substantial amendment will enable the City to access the CARES Act funds. The City received two (2) allocations of the Community Development Block Grant - Coronavirus (CDBG-CV) funds. The first allocation received by the City was \$152,252 and in the third round of funding, the City received an allocation of \$194,483 for a total allocation of \$346,735 CDBG-CV funds. The City of New Bern is amending its FY 2020 Annual Action Plan by amending and adding the following projects/activities for the CARES Act funds: CDBG-CV-20-01 CV-CDBG-CV Administration – increase this project/activity budget by \$19,448 for a new project/activity budget of \$34,673; and CDBG-CV-20-02 CV-Rent, Mortgage, and Utility Assistance – increase this project/activity budget by \$175,035 for a new project/activity budget of \$312,062. In addition, the City has added mortgage assistance to pay for back mortgage payments to this project/activity description.

### **Executive Summary**

### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

The City of New Bern, North Carolina is a Federal entitlement community under the U.S. Department of Housing & Urban Development's (HUD) Community Development Block Grant (CDBG) Program. In compliance with the HUD regulations, the City of New Bern has prepared this

FY 2020 Annual Action Plan for the period of July 1, 2020 through June 30, 2021. This Annual Action Plan is a strategic plan for the implementation of the City's Federal Programs for housing, community, and economic development within the City of New Bern. This is the second Annual Action Plan under the City's FY 2019-2023 Five-Year Consolidated Plan.

The FY 2020 Annual Action Plan is a collaborative effort of the City of New Bern, the community at large, social service agencies, housing providers, community development agencies, and economic development groups. The planning process was accomplished through public meetings, statistical data, review of the City's Comprehensive Plan, and other community plans.

#### Revised Available Funds:

During the FY 2020 Program Year, the City of New Bern will receive the following Federal funds:

CDBG: \$258,775.00

CDBG-CV Funds - \$346,735.00

Total: \$605,510.00

#### FY 2020 CDBG Programs Budget:

The City of New Bern proposes to undertake the following activities with the FY 2020 CDBG Funds:

- CD-20-01 General Administration \$51,723,00
- CD-20-02 Housing Rehabilitation in the Five Points Area \$107,052.00
- CD-20-03 Duffyfield Stormwater Project \$100,000.00

#### Revised FY 2020 CDBG-CV Programs Budget:

The Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, was signed into law on Friday, March 27, 2020. HUD received \$3.064 billion in funds through the CARES Act for the Community Development Block Grant (CDBG-CV), Emergency Solutions Grant (ESG-CV), and Housing Opportunities for Persons With AIDS (HOPWA-CV) programs. The City of New Bern anticipates receiving CARES Act funds and allocating them using the FY 2020 Annual Action Plan.

The City of New Bern proposes to undertake the following activities with the FY 2020 CDBG-CV Grant funds:

- CV-20-01 CV-CDBG-CV Administration \$34,673.00
- CV-20-02 CV-Rent, Mortgage, and Utility Assistance \$312,062.00

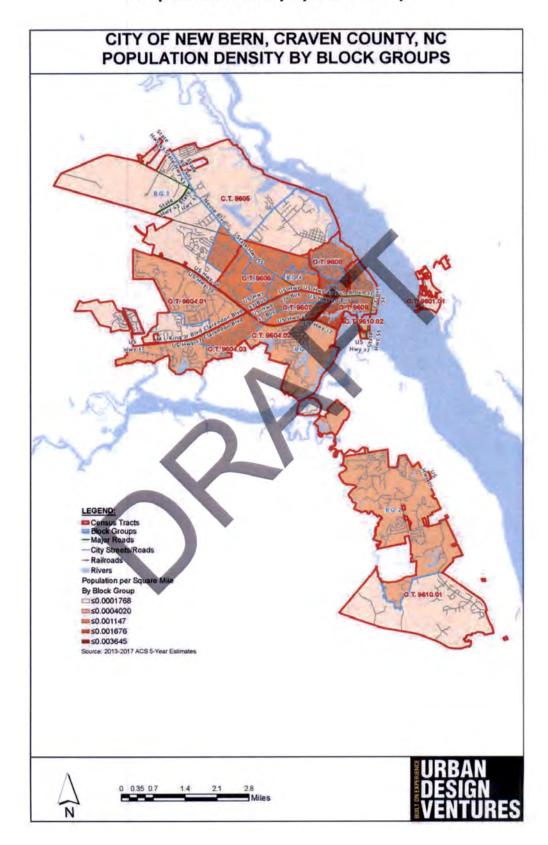
#### Maps

The following maps which illustrate the demographic characteristics of the City of New Bern:

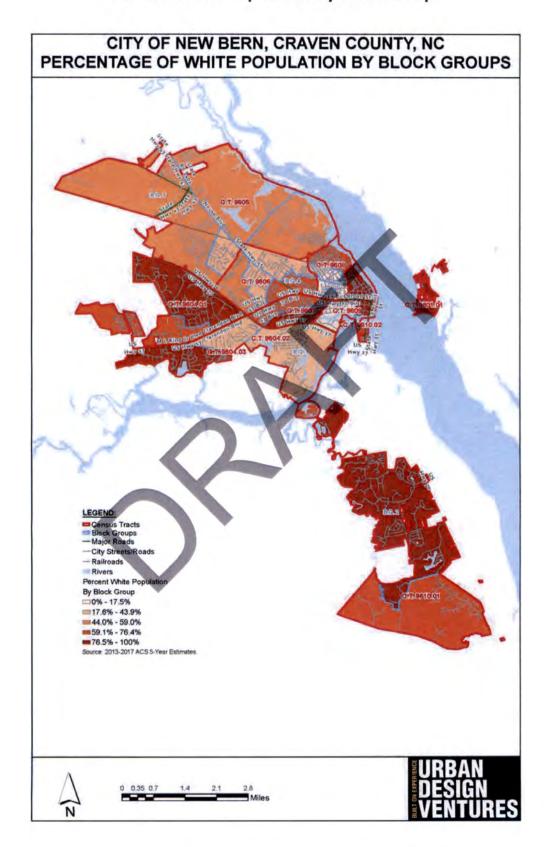
- · Percent White Population by Block Group
- Percent Minority Population by Block Group
- Number of People Aged 65+ by Block Group
- Percent Population Age 65+ by Block Group
- Population Density by Block Group
- Housing Density by Block Group
- Percent Owner-Occupied Housing Units by Block Group
- Percent Renter-Occupied Housing Units by Block Group
- Percent Vacant Housing Units by Block Group
- Low/Moderate Income Percentage by Block Group
- Low/Moderate Income and High Minority Concentration by Block Group



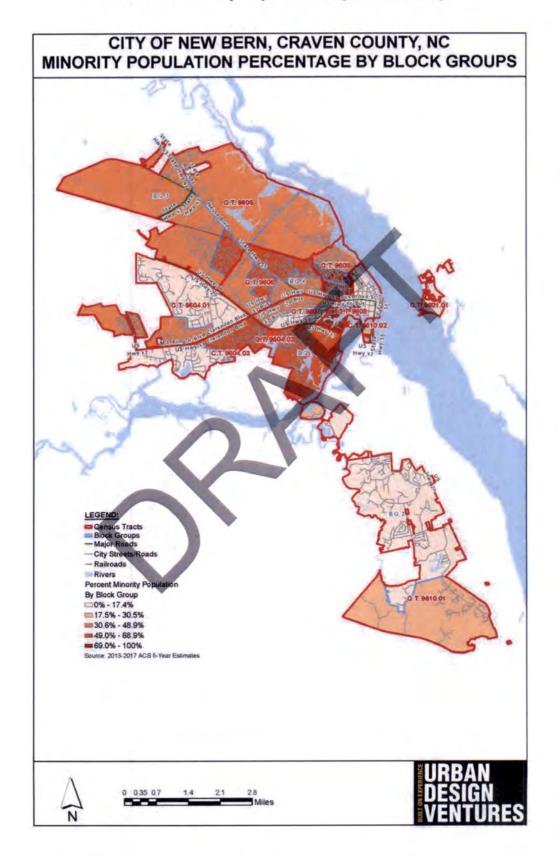
## **Population Density by Block Group**



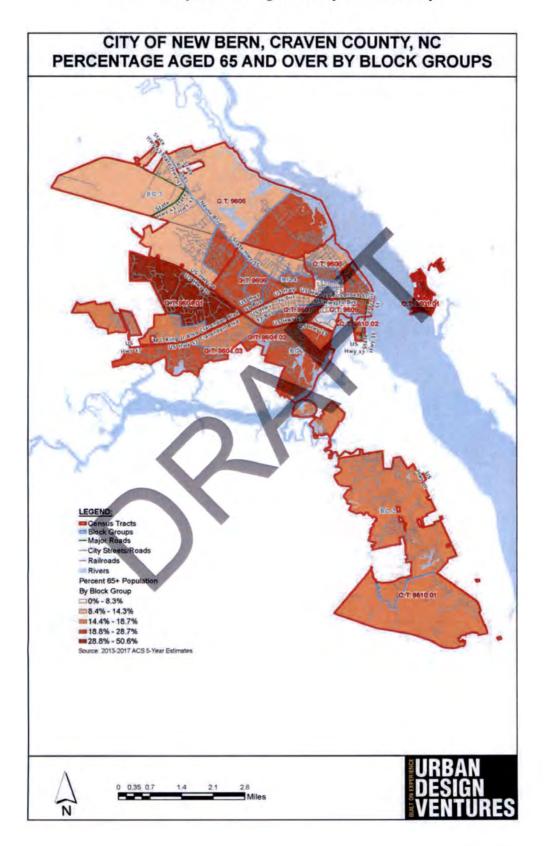
## **Percent White Population by Block Group**



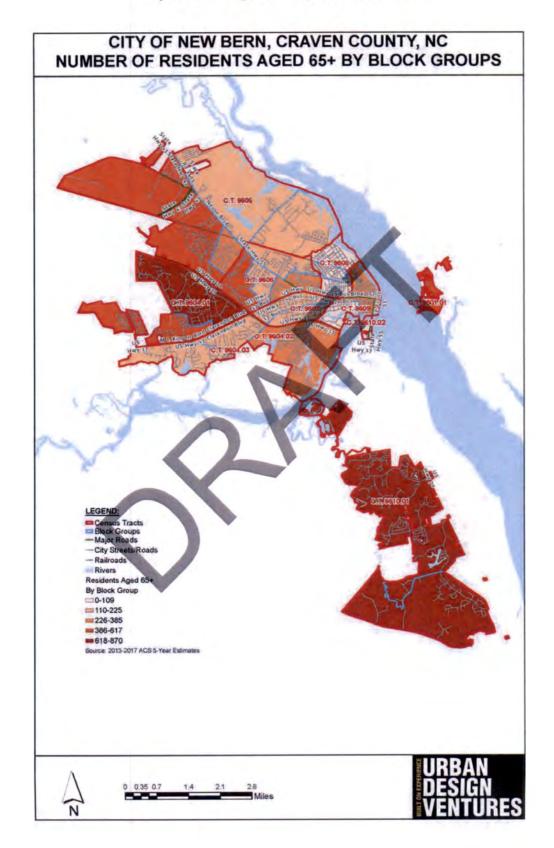
## **Percent Minority Population by Block Group**



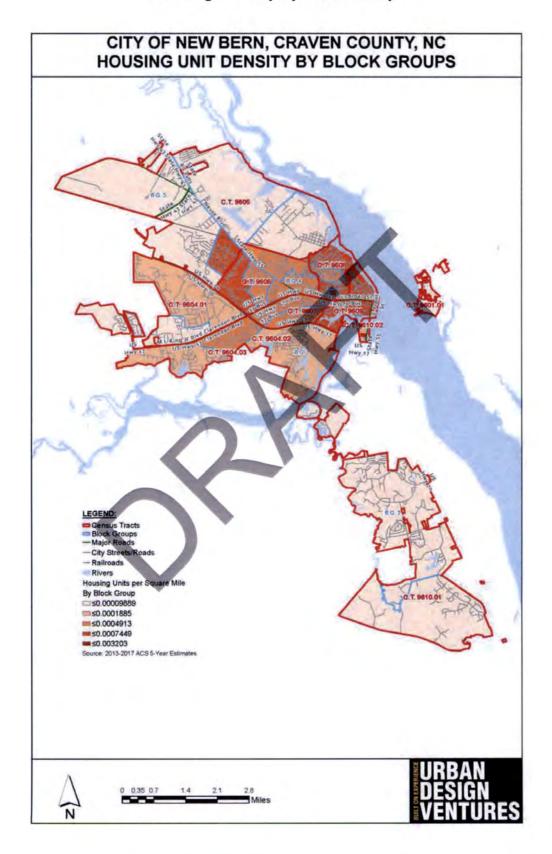
### Percent Population Age 65+ by Block Group



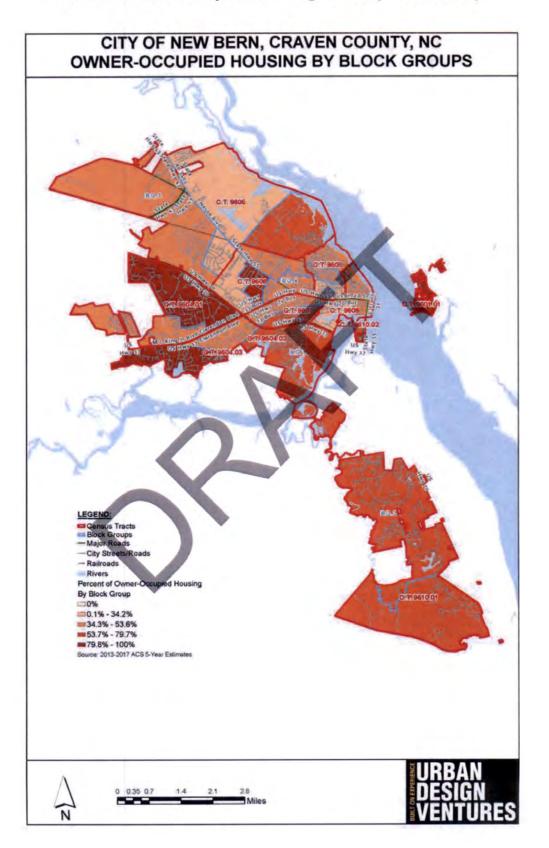
## Population Age 65+ by Block Group



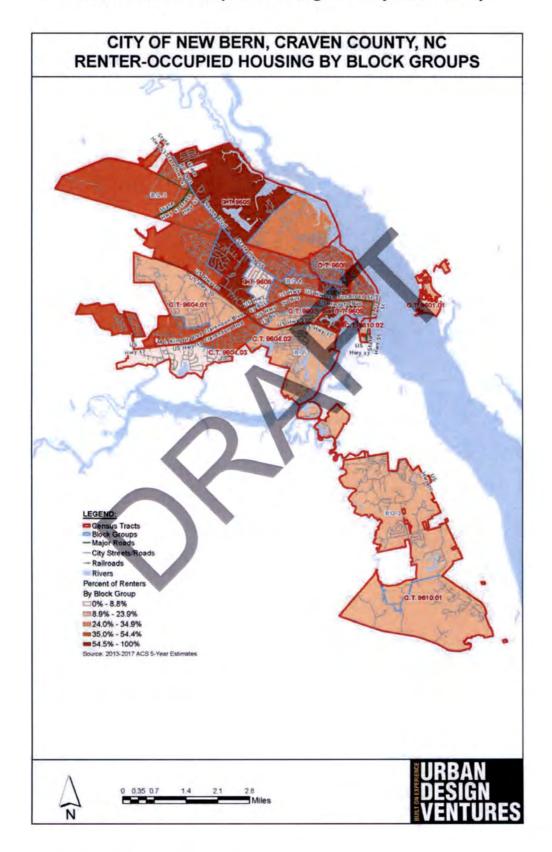
### **Housing Density by Block Group**



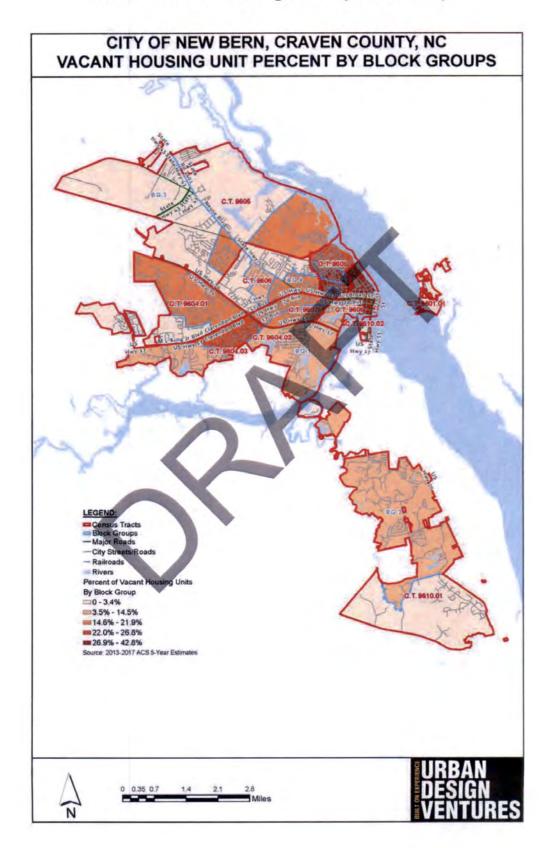
### **Percent Owner-Occupied Housing Units by Block Group**



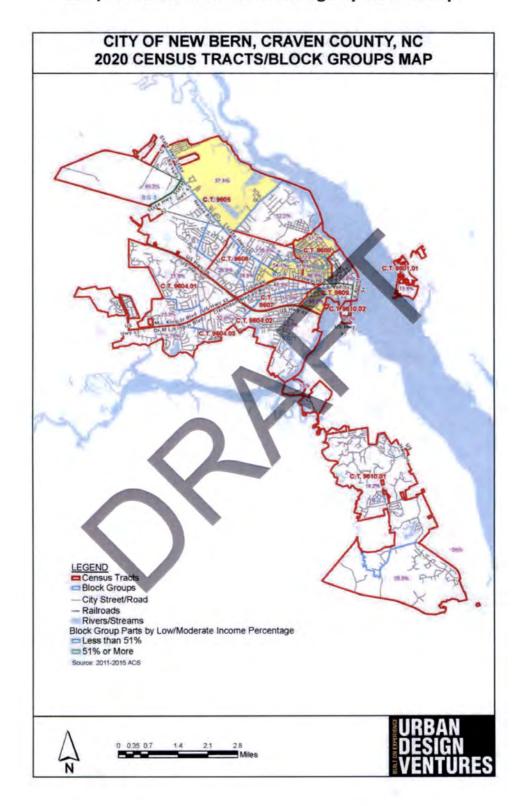
### Percent Renter-Occupied Housing Units by Block Group



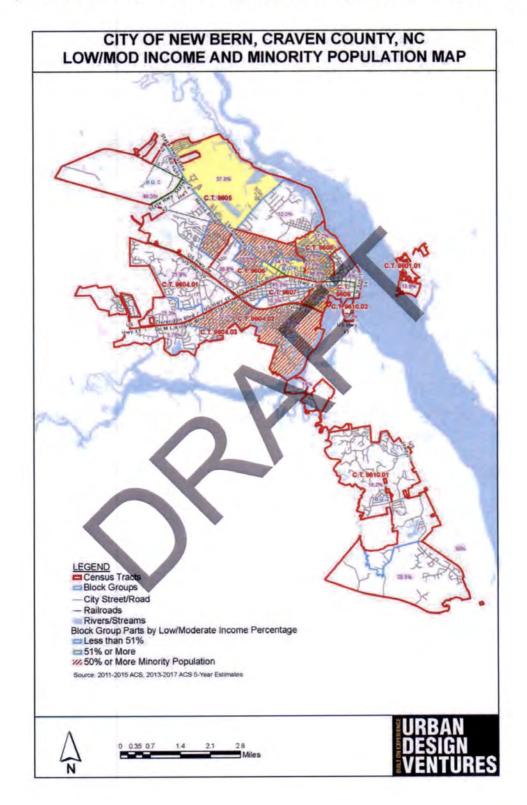
## **Percent Vacant Housing Units by Block Group**



### Low/Moderate Income Percentage by Block Group



## Low/Moderate Income Percentage w/ Minority Overlay by Block Group



#### Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The "Vision" of this Five-Year Consolidated Plan is to serve as a consolidated planning document, an application, and a strategic plan for the City of New Bern. The following goals and objectives have been identified for the five-year period of FY 2019 through FY 2023.

This is the City of New Bern's second Five Year Consolidated Plan as an entitlement community. The "Vision" of this Five Year Consolidated Plan is to serve as a consolidated planning document, an application, and a strategic plan for the City of New Bern. As part of the Five Year Consolidated Plan, the community must develop goals and objectives. The following strategies with subsequent goals and priorities have been identified for the City of new Bern for the period of FY 2019 through FY 2023 for the use of Community Development Block Grant (CDBG) funds:

#### **HOUSING STRATEGY - HSS**

#### Goal:

Improve, preserve, and expand the supply of affordable housing for low- and moderate-income persons and families living in the City of New Bern.

#### Objectives:

- HSS-1 Homeownership Promote and assist in developing homeownership opportunities for low- and moderate-income persons & families.
- HSS-2 Housing Construction Promote and assist in the development of affordable housing, both rental and sales housing.
- HSS-3 Housing Rehabilitation Promote and assist in the preservation of existing owner and renter occupied housing stock in the City.
- HSS-4 Fair Housing Affirmatively further fair housing by promoting fair housing choice throughout the City of New Bern.

#### **HOMELESS STRATEGY - HOM**

#### Goal:

Improve the living conditions and services for homeless persons and families in the City of New Bern and eliminate unfair housing practices that may lead to homelessness.

#### Objectives:

- HOM-1 Housing Promote and assist in developing housing opportunities for homeless persons and families, and those who are at-risk of becoming homeless.
- HOM-2 Operations/Support Promote and assist in program support services for the homeless.
- HOM-3 Homeless Prevention Promote and assist in anti-eviction and prevention of unfair housing practices which may contribute to homelessness.
- HOM-4 Rapid Rehousing Promote and assist in providing housing options for residents
  of the City of New Bern displaced by natural disasters or evictions.

#### SPECIAL NEEDS STRATEGY - SNS

#### Goal:

Improve, preserve, and expand facilities for persons with special needs and the disabled in the City of New Bern.

#### Objectives:

- SNS-1 Housing Promote and assist to increase the supply of affordable, decent, safe, sound, and accessible housing for the elderly, persons with disabilities, and persons with other special needs through rehabilitation of existing housing and new construction of accessible housing
- SNS-2 Social Service: Promote and assist in supporting social service programs and facilities for the alderly, persons with disabilities, and persons with other special needs.
- SNS-3 Accessibility Promote and assist in making accessibility improvements to owner
  occupied housing through rehabilitation and improve renter occupied housing by
  promoting reasonable accommodations for the physically disabled.

#### COMMUNITY DEVELOPMENT STRATEGY - CDS

#### Goal:

Improve, preserve, and create new public and community facilities, infrastructure, and public services to ensure the quality of life for all residents of the City of New Bern.

#### Objectives:

CDS-1 Infrastructure - Improve the City's infrastructure through reconstruction and new
construction of streets, walks, curbs, ADA ramps, retaining walls, sewer, water, storm
water management, bridges, bike trails, green infrastructure, etc.

- CDS-2 Community Facilities Improve the City's parks, recreational centers, community
  centers, and public community facilities through rehabilitation and new construction.
- CDS-3 Public Services Improve and increase public safety programs for the youth, the elderly, disabled, and target income population, including food programs and social/welfare programs throughout the City.
- CDS-4 Public Transit Promote the development of additional bus routes, bus shelters, and improve public transportation for low- and moderate-income persons.
- CDS-5 Clearance Remove and eliminate slum and blighting conditions through demolition of vacant and abandoned structures throughout the City.
- CDS-6 Architectural Barriers Remove architectural barriers and make public and community facilities accessible to the physically disabled.
- CDS-7 Public Safety Improve public safety through upgrades to facilities, purchase of new equipment, fire fighting and prevention, crime prevention, community policing, and ability to respond to emergency situations.

#### **ECONOMIC DEVELOPMENT STRATEGY - EDS**

#### Goal:

Increase and promote job creation, job retention, self-sufficiency, education, job training, technical assistance, and economic empowerment of low- and moderate-income residents of the City of New Bern.

#### Objectives:

- EDS-1 Employment Support and encourage new job creation, job retention, employment, and job training services.
- EDS-2 Financial Assistance Support business and commercial growth through expansion and new development with technical assistance and low interest loan programs.
- EDS-3 Redevelopment Program Plan and promote the development and redevelopment
  of vacant commercial and industrial sites, and facilities, and the revitalization efforts in
  the Greater Five Points Redevelopment Area and other residential neighborhoods.

#### ADMINISTRATION, PLANNING, AND MANAGEMENT STRATEGY - APM

#### Goal:

Provide sound and professional planning, administration, oversight and management of Federal, state, and local funded programs.

#### Objectives:

 APM-1 Overall Coordination - Provide program management and oversight for the successful administration of Federal, state, and local funded programs, including planning services for special studies, environmental clearance, fair housing, performance evaluation, monitoring; and compliance with all Federal, state, and local laws and regulations.

#### 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Each year, the City of New Bern prepares and submits its CAPER to HUD within ninety (90) days after the start of the new program year. The FY 2018 CAPER is the most recent CAPER to be completed by the City of New Bern. The CAPER was approved by HUD on October 30, 2019. The City obligated 100% of its CDBG funds for the benefit of low- and moderate-income persons. The City expended \$0.00 for public service activities, which was below the 15% public services cap. The City obligated \$48,500.00, which met the 20% administrative cap at 19.03%. The City's drawdown ratio was 2.38, which is above the 1.5 HUD requirement. The City of New Bern has substantially amended its FY 2016, 2017 and 2018 Annual Action Plans to reallocate funding to the Duffyfield Stormwater project. The City intends to expend all of its funds on the project in a timely manner before the FY 2019 CAPER period, though the COVID-19 pandemic has caused delays in project construction.

### 4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Annual Action Plan has many components to gather citizen participation which includes: citizen participation plan, requests for proposals for funding (RFP's) from agencies/organizations; citizen participation process; Consultation Process; and the development of the annual action plan. Each component of this plan principally serves the needs of the low- and moderate-income population in the City. The City emailed out CDBG funding applications to its list of agencies/organizations. This list is updated regularly.

The City developed the plan based on citizen input, the information obtained from agencies/organizations, and meetings with other City staff and departments. A "draft plan" and budget are annually prepared and placed on public display for a 30-day review and comment period. This is advertised in a local newspaper of general circulation in the City, with the times, dates, and locations where the plan may be examined. A public hearing on the plan was also advertised and conducted. Citizen, agency, and organization comments were either incorporated

into the plan or if not included, the reason why the comments were not accepted are included in the plan.

The City of New Bern held a virtual public needs hearing on August 17, 2020. This hearing provided residents, agencies, and organizations with the opportunity to discuss the City's CDBG Program and to provide suggestions for future priorities and activities. The City of New Bern advertised the public needs hearing in the "Sun Journal" on Monday, August 6, 2020.

The Second Public Hearing Notice was published on Friday, August 28, 2020 in the "Sun Journal" and the Second Public Hearing was held on Tuesday, September 8, 2020. During the Second Public Hearing, the residents were given the opportunity to comment on the draft version of the FY 2020 Annual Action Plan.

The "FY 2020 Annual Action Plan" was on display for a 30-day period beginning Friday, August 28, 2020 and ending Monday, September 28, 2020. The availability for review of the "draft plan" was advertised in the local newspapers and the plan was on display at the City of New Bern's website <a href="https://www.newbernnc.gov/departments/development-services/index.php">https://www.newbernnc.gov/departments/development-services/index.php</a>.

#### Schedule:

The following schedule was used in the preparation of the FY 2020 Action Plan:

- Publish Notice of Needs Hearing Monday, August 6, 2020
- First Public Hearing Thursday, August 17, 2020 at 5:00 PM in the Development Services
   Office and virtually
- Publish Notice of Display of Draft and Public Hearing in the Newspaper Friday, August 28, 2020
- Annual Action Plan on Display Friday, August 28, 2020
- Second Public Hearing Friday, August 28, 2020 at 6:00 PM in the City Hall Courtroom before the Board of Aldermen
- End of Annual Action Plan on Display Monday, September 28, 2020
- Board of Aldermen Adopts FY 2020 Annual Action Plan Tuesday, September 22, 2020
- Submission of Annual Action Plan to HUD on or before October 2, 2020

A more detailed analysis and description of the citizen participation process is contained in Section PR-15 Citizen Participation.

#### CARES Act Substantial Amendment:

The City of New Bern placed the FY 2020 Annual Action Plan - Substantial Amendment on its website for public display from Monday, February 1, 2021 through Wednesday, February 17, 2021. The City held a Public Hearing on the Substantial Amendment on Tuesday, February 9, 2021 at 6:00 PM. The public hearing was held in the City Hall Courtroom, 300 Pollock Street, New Bern, NC 28560. The

purpose of the Public Hearing was to present the Substantial Amendment to the residents for the FY 2020 CDBG-CV funds.

#### Substantial Amendment # 2:

The City of New Bern placed the FY 2020 Annual Action Plan - Substantial Amendment on its website for public display from Friday, October 27, 2023 through Monday, December 11, 2023. The City held a Public Hearing on the Substantial Amendment on Tuesday, November 28, 2023 at 6:00 PM. The public hearing was held in the City Hall Courtroom, 300 Pollock Street, New Bern, NC 28560. The purpose of the Public Hearing was to present the Substantial Amendment to the residents.

#### 5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

A public hearing was held to seek input from interested residents and community organizations for the FY 2020 funds on Thursday, August 17, 2020 at 5:00 PM at the Development Services Office and virtually. The City of New Bern advertised in the "Sun Journal" on Monday, August 6, 2020. There was a total of two (2) persons in attendance including the City staff.

The FY 2020 Annual Action Plan was placed on public display on Friday, August 28, 2020 and a Second Public Hearing was held in the City Hall Courtroom before the Board of Aldermen on Tuesday, September 8, 2020 at 6:00 PM. A newspaper notice announcing that these documents were placed on public display was published on Friday, August 28, 2020 in the "Sun Journal," a newspaper of general circulation in the area. Comments that were received at the Second Public Hearing are included in the Citizen Participation Section of the Annual Action Plan, which also includes the newspaper ads, sign-in-sheets, agendas, and summaries of the meeting minutes.

#### CARES Act Substantial Amendment:

Comments received at the Public Hearing and during the display period are included in the Citizen Participation section at the end of this plan.

#### Summary of comments or views not accepted and the reasons for not accepting them

All comments and suggestions that were received have been accepted and incorporated into the planning documents.

#### **CARES Act Substantial Amendment:**

The City of New Bern accepted all comments.

#### 7. Summary

The FY 2020 Annual Action Plan for the City of New Bern includes the City's CDBG Program and outlines which activities the City will undertake during the program year beginning July 1, 2020 and ending June 30, 2021. This is the City's second year of the FY 2019-2023 Five-Year Consolidated Plan.

During the FY 2020 Program Year, the City of New Bern, North Carolina anticipates the following Federal financial resources:

CDBG: \$258,775.00

CDBG-CV Funds - \$152,252.00

Total: \$411,027.00

During the FY 2020 CDBG and CDBG-CV Program Year, the City of New Bern proposes to address the following strategies from its Five-Year Consolidated Plan:

- Housing Strategy;
- Community Development Strategy; and
- Administration, Planning, and Management Strategy

A "draft" of the FY 2020 Annual Action Plan was placed on public display on the City's website at https://www.newbernnc.gov/departments/development services/index.php. The display period started on Friday, August 28, 2020 through Monday, September 28, 2020 for a 30-day display period. addition, the City put the draft Plan on its website (https://www.newbernnc.gov/departments/development services/index.php). The Final Public Hearing was held on Thursday, August 17, 2020 at 5:00 PM in the City Hall Courtroom before the Board of Alderman to discuss the proposed activities and solicit resident comments. Upon completion of the 30-day comment period, the City of New Bern submitted the FY 2020 Annual Action Plan to the U.S. Department of Housing and Urban Development Greensboro Office on or before October 2, 2020.

#### **CARES Act Substantial Amendment:**

The City of New Bern is amending its FY 2020 Annual Action Plan to access the CARES Act funds. The City will receive two (2) allocations of the Community Development Block Grant - Coronavirus (CDBG-CV) funds. The first allocation received by the City was \$152,252 and in the third round of funding, the City received an allocation of \$194,483 for a total allocation of \$346,735 CDBG-CV

funds. The City of New Bern amended its FY 2020 Annual Action Plan by adding the following projects/activities for the CARES Act funds:

#### FY 2020 CDBG-CV Budget -

- CV-20-01 CV-CDBG-CV Administration \$34,673.00
- CV-20-02 CV-Rent, Mortgage, and Utility Assistance \$312,062.00
- Total CDBG-CV: \$346,735.00

To expedite the disbursement of the City's FY 2020 CDBG-CV funds, via 24 CFR 5.110, the CARES Act authorizes HUD to grant waivers to the public notice, public comment, and citizen participation plan requirements found in 24 CFR 91.105I(2) and (k), 24 CFR 91.115I(2) and (i) and 24 CFR 91.401. In accordance with the City of New Bern's Citizen Participation Plan and HUD's regulatory requirement waivers (which reduce the minimum 30-day public comment period to a 5-day period).

The City of New Bern amended its Citizen Participation Plan by adding a section on Emergency Disasters to address the City's inability to hold open public hearings in person. The City amended the language to allow virtual public hearings through conference calls or an online video conference call platform as long as the public is able to provide public comments during the virtual public hearing. The City is not able to place its documents on public display because of the coronavirus distancing order by the Governor of North Carolina. The City attached the plan to the City's website at <a href="http://www.newbern-nc.org">http://www.newbern-nc.org</a> and at the following location during normal operational hours: Office of the Department of Development Services, 303 First Street, New Bern, NC 28560.

A copy of the Substantial Amendment was on public display for viewing on the City's website and at the Office of the Department of Development Services for a period of at least 5 days beginning on Monday, February 1, 2021 and ending on Wednesday, February 17, 2021.

#### Substantial Amendment # 2:

A copy of the Substantial Amendment was on public display for viewing on the City's website and at the Office of the Department of Development Services for a period of at least 30 days beginning on Friday, October 27, 2023 and ending on Monday, December 11, 2023.

The Substantial Amendment was reviewed and adopted at the City's Board of Alderman meeting on Tuesday, December 12, 2023. The FY 2020 Action Plan — Substantial Amendment was resubmitted in IDIS to HUD after it was approved by City's Board of Alderman.

### PR-05 Lead & Responsible Agencies - 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	New Bern	Development Services Department
CDBG Administrator	New Bern	Development Services Department

Table 1 - Responsible Agencies

#### Narrative (optional)

The City's Development Services Department is the Lead Agency that maintains and administers the City's CDBG funds and responsibilities. The City prepares the Five-Year Consolidated Plans, Annual Action Plans, Environmental Review Records (ERR's), the Consolidated Annual Performance and Evaluation Reports (CAPER), monitoring, pay requests, contracting, IDIS, and oversight of the programs on a day to day basis. In addition, the City of New Bern has retained the services of a private planning consulting firm to assist the City on an as needed basis.

#### Consolidated Plan Public Contact Information

Ms. D'Aja Fulmore

Community Development Coordinator

City of New Bern's Development Services Department

**Economic and Community Development Office** 

303 First Street, PO Box 1129, New Bern, NC 28563

Phone: (252) 639-7586

Fax: (252) 636-2146

Email: fulmored@newbernnc.gov

Website: http://www.newbernnc.gov

### AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

#### 1. Introduction

While preparing the FY 2020 Annual Action Plan, the City of New Bern consulted with the Housing Authority of the City of New Bern, Twin Rivers Opportunities, Inc., social services and housing agencies, and member organizations of Region 13 of the North Carolina Balance of State Continuum of Care.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of New Bern works with the following agencies to enhance coordination:

- The Housing Authority of the City of New Bern Improvements to public housing communities.
- Twin Rivers Opportunities, Inc. Section 8 Nousing Choice Vouchers.
- Social Services Agencies funds to improve services to low and moderate income persons.
- Housing Providers funds to rehabilitate and develop affordable housing and provide housing options for low- and moderate-income households.
- Community and Economic Development Agencies funds to improve services to low and moderate income persons.

As part of the CDBG application planning process, local agencies/organizations are invited to submit proposals for CDBG funds for eligible activities. These groups participate in the planning process by attending the public hearings, consultation via phone and/or email, and submission of funding applications.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The leadership of Region 13 is responsible for acting as a member of the Balance of State CoC Steering Committee, the Coordinated Entry lead for the Region, the Point-in-Time and Housing Inventory Count lead for the region, and reviewing projects and processing state ESG grants for the regional geography.

Currently, Religious Community Services conducts its own referrals for services, and receives information from other agencies, shelters, police departments, hospitals, and churches. Once referred, Religious Community Services places Veterans first in their Emergency Shelters, and

follows up by filling beds with other families or individuals. All referrals to Religious Community Services through other entities are required to check with the local police department first. Religious Community Services has recently opened a Veterans transitional shelter in the area to complement its family emergency and transitional housing shelters.

The Point in Time Counts for Sheltered and Unsheltered homeless persons are completed on a designated date twice a year in the months of January and July. The results of the counts are available to the public on the North Carolina Balance of State CoC website.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

**ESG** – Coastal Women's Shelter and Religious Community Services receives ESG funds from the state. ESG funds for member counties and cities in the North Carolina Balance of State CoC are administered through the North Carolina Department of Health and Human Services Division of Aging and Adult Services. The CoC is consulted by NCDCHS regarding past program performance and involvement of ESG applicants. The CoC provides input on ESG applications and rates, ranks and reviews projects. This includes homeless service providers, Community Action Partnerships (CAPs), local/county/state governments, Housing & Redevelopment Authorities, and domestic violence, aging, mental health, and faith-based organizations.

Develop Performance Standards and Evaluate Outcomes – The North Carolina Balance of State CoC's written standards focus on a Housing First Model and follow the best practices of that model. The written standards utilize several strategies to increase the number of people who exit Emergency Shelter, Transitional Housing, and Rapid Re-housing to Permanent Housing destinations. Evaluations of these standards will be based on the length-of-time homeless measure of an individual or family who resides in emergency shelter, transitional housing, or rapid re-housing. The CoC seeks to make progress on the turnover rate of individuals and families, the targeting of individuals and families based on risk, and the number of positive exits into Permanent Housing.

HMIS – Throughout different times of the year, the CoC and the HMIS Lead work together to assess data quality throughout the CoC. This includes working on the Annual Homeless Assessment Report (AHAR), the Point In Time (PIT) count, project reviews/ranking, and working with individuals programs while completing their Annual Performance Reports (APRs). The system ensures data quality by requiring many of the universal data elements upon enrolling a participant into a program. Additionally, the system has an alert system with exit date reminders. The work flow of data entry has been updated to improve data quality. The HMIS Lead supports users through the staffing of a Help Desk and ongoing training opportunities. Agency users are able to run self-reports to assess their program's data quality. CoC-funded organizations are motivated

to provide good data quality, because the CoC has moved toward a data-driven project review and ranking system. Projects with poor data quality are more likely to show poor outcomes, which can impact their funding.

Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

1.	Agency/Group/Organization	City of New Bern
	Agency/Group/Organization Type	Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy Community Development Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City of New Bern was the lead entity on the Five Year Consolidated Plan. The City reviewed its program and funded activities that met the goals and objectives as outlined in the City's Five Year Consolidated Plan.
2.	Agency/Group/Organization	New Bern Housing Authority
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Anti-poverty Strategy Lead-based Paint Strategy Community Development Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Housing Authority of the City of New Bern was contacted to determine the housing needs of its very low-income clients. The City reviewed its program and funded activities that met the goals and objectives as outlined in the City's Five Year Consolidated Plan to address these housing needs.
3.	Agency/Group/Organization	Habitat for Humanity of Craven County
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Community Development Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Habitat for Humanity participated in the First Public Hearing to discuss the needs of City residents.
4.	Agency/Group/Organization	TWIN RIVERS OPPORTUNITIES, INC
	Agency/Group/Organization Type	Housing PHA Services - Housing

What section of the Plan was addressed	Housing Need Assessment
by Consultation?	Public Housing Needs
by consultation.	Homelessness Strategy
	Homeless Needs - Chronically homeless
	Homeless Needs - Families with children
	Homelessness Needs - Veterans
	Homelessness Needs - Unaccompanied youth
	Non-Homeless Special Needs
	Economic Development
	Market Analysis
	Anti-poverty Strategy
11 15 16 16 16	
How was the Agency/Group/Organization	Twin Rivers Opportunities, Inc. was contacted to
consulted and what are the anticipated	determine the housing needs of its very low-
outcomes of the consultation or areas for	income clients.
improved coordination?	
Agency/Group/Organization	Religious Community Services
Agency/Group/Organization Type	Services - Housing
	Services-Children
	Services-Elderly Persons
	Services-Persons with Disabilities
	Services-Persons with HIV/AIDS
	Services-Victims of Domestic Violence
	Services-homeless
	Services - Victims
	Publicly Funded Institution/System of Care
What section of the Plan was addressed	Housing Need Assessment
by Consultation?	Public Housing Needs
	Homelessness Strategy
	Homeless Needs - Chronically homeless
	Homeless Needs - Families with children
	Homelessness Needs - Veterans
	Homelessness Needs - Unaccompanied youth
	Non-Homeless Special Needs
	Economic Development
	Market Analysis
	Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Religious Community Services was contacted to determine the needs of the community as a result of the COVID-19 pandemic. Religious Community Services will be the subrecipient for CDBG-CV funds.
6.	Agency/Group/Organization	City of New Bern Redevelopment Commission
	Agency/Group/Organization Type	Services-Housing Redevelopment Authority
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy Community Development Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City of New Bern Redevelopment Commission submitted a request for funding to rehabilitate rental housing. The City of New Bern will allocate FY 2020 CDBG funds to the project.
7.	Agency/Group/Organization	CRAVEN COUNTY
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Services-Employment Services - Victims Other government - County Regional organization Planning organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy			
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Group meeting held, phone calls; housing and community development priorities; social service and economic development needs.			
8.	Agency/Group/Organization	North Carolina Department of Health and Human Services			
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Health Services-Education Publicly Funded Institution/System of Care Other government - State Regional organization Planning organization			
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy Non-Homeless Special Needs Anti-poverty Strategy Community Development Strategy			
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	NCDHHS was contacted for health and lead-based paint statistics and information.			
9.	Agency/Group/Organization	CenturyLink			
1	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide			

	What section of the Plan was addressed by Consultation?	Broadband Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	CenturyLink was contacted to determine the broadband access needs of the community.
10.	Agency/Group/Organization	Spectrum
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Broadband Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Spectrum was contacted to determine the broadband access needs of the community.

Table 2 - Agencies, groups, organizations who participated

## Identify any Agency Types not consulted and provide rationale for not consulting

All agency types were consulted and contacted during the planning process.

## Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	North Carolina Balance of State Continuum of Care	The City of New Bern is located in Region 13 of the North Carolina Balance of State Continuum of Care. The goals of the City and the Consortium of Care are complementary.
Annual and Five Year Capital Plans	The Housing Authority of the City of New Bern	The Housing Authority of the City of New Bern is the lead agency providing public housing assistance in the City of New Bern. The goals of the City and the Housing Authority are complementary.
FY 2019-2023 Five Year Consolidated Plan	City of New Bern, NC	The FY 2020 Annual Action Plan adopts the goals of the FY 2019-2023 Five Year Consolidated Plan. The activities undertaken during this program year will fall under one of the goals outlined in the Five Year Consolidated Plan.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap wit the goals of each plan?			
Greater Five Points Transformation Plan	City of New Bern Redevelopment Commission	They are incorporated in the Five Year Consolidated Plan and the Annual Action Plans.			
The New Bern Gateway Renaissance Plan	City of New Bern Redevelopment Commission	They are incorporated in the Five Year Consolidated Plan and the Annual Action Plans.			
Emergency Management Plan	Craven County Emergency Manager	They are incorporated in the Five Year Consolidated Plan and the Annual Action Plans.			
State Broadband Plan	North Carolina Department of Information Technology	They are incorporated in the Five Year Consolidated Plan and the Annual Action Plans.			

Table 3 - Other local / regional / federal planning efforts

#### Narrative (optional)

The City of New Bern's Department of Development Services' Economic and Community Development Office is the administrating agency for the CDBG and CDBG-CV programs. Close coordination is maintained with other City departments such as the Public Works, Parks & Recreation, Public Utilities, Administration, Police and Fire Departments, the City of New Bern Housing Authority, Twin Rivers Opportunities, Inc., and the City of New Bern Redevelopment Commission, as well as County departments such as the Eastern Carolina Council, Craven County Economic Development, Craven County Schools, and the North Carolina Balance of State Continuum of Care. Coordination with various non-profit organizations, such as the Coastal Women's Shelter, Religious Community Services of New Bern, Interfaith Refugee Ministries, and NCWorks helped aid the planning process and develop priorities. The City works closely with the Craven County Commissioners and County staff to address projects and activities that extend beyond the City limits. The City and the County agencies have a good working relationship.

### AP-12 Participation - 91.105, 91.200(c)

## Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

This Annual Action Plan was developed in accordance with the City's Citizen Participation Plan. The Citizen Participation Plan was revised to account for virtual display drafts and public hearing as a result of COVID-19. The City of New Bern advertised for a needs hearing in "The Sun Journal" on August 6, 2020. On Thursday, August 17, 2020, the City of New Bern held a virtual public needs hearing.

A "draft" of the FY 2020 Annual Action Plan was placed on public display on the City's website at (<a href="https://www.newbernnc.gov/departments/development\_services/index.php">https://www.newbernnc.gov/departments/development\_services/index.php</a>). The display period started on Friday, August 28, 2020 and ended on Monday, September 28, 2020 for a 30-day display period. A second public hearing was held on Tuesday, September 8, 2020 to discuss the proposed activities and solicit resident comments. Upon completion of the public comment period, the City of New Bern submitted the FY 2020 Annual Action Plan to the U.S. Department of Housing and Urban Development Greensboro Office on or before October 2, 2020.

#### **CARES Act Substantial Amendment:**

The City put the "draft" FY 2020 Annual Action Plan – Substantial Amendment on public display on the City's website: at <a href="http://www.newbern-nc.org">http://www.newbern-nc.org</a> and at the following location during normal operational hours: Office of the Department of Development Services, 303 First Street, New Bern, NC 28560.

The display period started on Monday, February 1, 2021 through Wednesday, February 17, 2021 for at least a 5-day display period. A public hearing was held on Tuesday, February 9, 2021 at 6:00 P.M. to discuss the proposed CARES Act activities and solicit resident comments on the substantial amendment. Upon completion of the public comment period, the City of New Bern submitted the FY 2020 Annual Action Plan – Substantial Amendment to the U.S. Department of Housing and Urban Development Greensboro Office on or before Friday, February 26, 2021.

#### Substantial Amendment # 2:

The City put the "draft" FY 2020 Annual Action Plan — Substantial Amendment on public display on the City's website: at <a href="http://www.newbern-nc.org">http://www.newbern-nc.org</a> and at the following location during normal operational hours: Office of the Department of Development Services, 303 First Street, New Bern, NC 28560.

The display period started on Friday, October 27, 2023 and ending on Monday, December 11, 2023 for at least a 30-day display period. A public hearing was held on Tuesday, November 28, 2023 at 6:00 P.M. to discuss the proposed substantial amendment and solicit resident comments. Upon completion of the public comment period, the City of New Bern submitted the FY 2020 Annual Action Plan – Substantial Amendment to the U.S. Department of Housing and Urban Development Greensboro Office on or before Monday, December 18, 2023.

### **Citizen Participation Outreach**

#	Mode of Outreach	Target of Outreach	Summary of Response / Attendance	Summary of Comments Received	Summary of Comments Not Accepted and Reasons	URL (If applicable)
1.	Newspaper Ad #1	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies / Organizations	None.	None.	None.	Not Applicable.
2.	Public Meeting #1	Minorities Persons with disabilities Non-targeted /broad community Residents of Public and Assisted Housing Agencies / Organizations	The City held a public needs hearing on Monday, August 17 at 6:00 PM. There was a total of two (2) attendees in addition to City staff. See meeting summary comments, the sign-in sheets, and agendas for the Public Hearings in the Exhibit Section.	See the Public Hearing comments in the Exhibit section of the FY 2020 Annual Action Plan.	All comments were accepted.	Not Applicable.

#	Mode of Outreach	Target of Outreach	Summary of Response / Attendance	Summary of Comments Received	Summary of Comments Not Accepted and Reasons	URL (If applicable)
3.	Internet Outreach	Minorities Persons with disabilities Non-targeted /broad community Residents of Public and Assisted Housing Agencies / Organizations	None.	None.	None.	https://www.ne wbernnc.gov/de partments/devel opment service s/index.php
4.	Newspaper Ad #2	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies / Organizations	None,	None.	None.	Not Applicable.
5.	Public Hearing #2	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	The City held its Second Public Hearing on September 8, 2020 to discuss the Draft FY 2020 Annual Action Plan.	See the Second Public Hearing comments in the Appendix section of the	None.	https://www.ne wbernnc.gov/de partments/devel opment service s/index.php

#	Mode of Outreach	Target of Outreach	Summary of Response / Attendance	Summary of Comments Received	Summary of Comments Not Accepted and Reasons	URL (If applicable)
		Social Services and Housing Agencies		FY 2020 Annual Action Plan.		
6.	CARES Act Substantial Amendment - Newspaper Ad	Minorities  Persons with disabilities  Non-targeted/broad community  Residents of Public and Assisted Housing  Agencies/Organizations	On Friday, January 29, 2021, the City of New Bern published the CARES Act Substantial Amendment Public Hearing Notice in the newspaper.	None.	None.	Not Applicable.
7.	CARES Act Substantial Amendment - Public Meeting	Minorities  Persons with disabilities  Non-targeted/broad community  Residents of Public and Assisted Housing  Agencies/Organizations	The CARES Act Substantial Amendment Public Meeting was held on Tuesday, February 9, 2021 at 6:00 PM to discuss the CARES Act Substantial Amendment for the City.	Meeting minutes can be found in the appendix section of this Annual Action Plan – Substantial Amendment.	All comments were accepted.	Not Applicable.
8.	CARES Act Substantial Amendment - Internet Outreach	Minorities  Persons with disabilities  Non-targeted/broad community	None.	None.	None.	http://www.ne wbern-nc.org

#	Mode of Outreach	Target of Outreach	Summary of Response / Attendance	Summary of Comments Received	Summary of Comments Not Accepted and Reasons	URL (If applicable)
		Residents of Public and Assisted Housing				
6.	Substantial Amendment # 2 - Newspaper Ad	Minorities  Persons with disabilities  Non-targeted/broad community  Residents of Public and Assisted Housing  Agencies/Organizations	On Thursday, October 26, 2023, the City of New Bern published the Substantial Amendment Public Hearing Notice in the newspaper.	None.	None.	Not Applicable.
7.	Substantial Amendment # 2 - Public Meeting	Minorities  Persons with disabilities  Non-targeted/broad community  Residents of Public and Assisted Housing  Agencies/Organizations	The Substantial Amendment Public Meeting was held on Tuesday, November 28, 2023 at 6:00 PM to discuss the Substantial Amendment for the City.	Meeting minutes can be found in the appendix section of this Annual Action Plan – Substantial Amendment.	All comments were accepted.	Not Applicable.
8.	Substantial Amendment # 2 - Internet Outreach	Minorities  Persons with disabilities  Non-targeted/broad community	None.	None.	None.	http://www.ne wbern-nc.org

#	Mode of Outreach	Target of Outreach	Summary of Response / Attendance	Summary of Comments Received	Summary of Comments Not Accepted and Reasons	URL (If applicable)
		Residents of Public and Assisted Housing				

Table 4 - Citizen Participation Outreach



## **Expected Resources**

## AP-15 Expected Resources - 91.220(c)(1,2)

#### Introduction

The following financial resources are identified for the FY 2020 Annual Action Plan to address the priority needs and goals/strategies identified in the City of New Bern's FY 2019-2023 Five-Year Consolidated Plan.

The City of New Bern is receiving \$258,775 in CDBG funds and \$152,252 in CDBG-CV funds for the FY 2020 program year. The program year goes from July 1, 2020 through June 30, 2021. These funds will be used to address the following strategies:

- Housing Strategy;
- Community Development Strategy; and
- Administration, Planning, and Management Strategy

The accomplishments of these projects/activities will be reported in the FY 2020 Consolidated Annual Performance and Evaluation Report (CAPER).

#### **CARES Act Substantial Amendment:**

The following financial resources are identified for the FV 2020 Annual Action Plan – Substantial Amendment to address the priority needs and goals/strategies identified in the City of New Bear's Five Year Consolidated Plan using the CARES Act funds.

The City will receive two (2) allocations of the Community Development Block Grant - Coronavirus (CDBG-CV) funds. The first allocation received by the City was \$152,252 and in the third round of funding, the City received an allocation of \$194,483 for a total allocation of \$346,735 CDBG-CV funds.

## **Anticipated Resources**

-8-	· Section	Uses of Funds	Expected Amount Available Year 1			<b>Expected Amount</b>		
Program	Source of Funds		Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	Available Remainder of Con Plan \$	Narrative Description
CDBG	public – federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$258,775.00	\$0.00	\$0.00	\$258,775.00	\$803,524.00	Three (3) projects/activities were funded based on the FY 2020 CDBG allocation.
Other CDBG- CV	public – federal	Admin and Planning Housing Other To prevent, prepare for and respond to the coronavirus.	\$346,735.00	\$0.00	\$0.00	\$346,735.00	\$0.00	Two (2) projects/activities were funded based on the FY 2020 CDBG-CV allocation.

## Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

In addition to the entitlement funds, the City of New Bern anticipates the following Federal resources may be available to local non-profit organizations to undertake the housing strategies identified in the Five Year Consolidated Plan.

- Supportive Housing Program
- Low-Income Housing Tax Credit Program (LIHTC)
- Section 8 Rental Assistance Program
- Public Housing Capital Fund Program
- Rental Assistance Demonstration (RAD)

Private and non-Federal resources that may be available to the City of New Bern in FY 2020 to address needs identified in the FY 2019-2023 Five Year Consolidated Plan are listed below.

- EDA Workforce Development Grant The United States Economic Development Administration fields a competitive application for workforce development funding.
- Golden LEAF Funding This North Carolina grant supports workforce development in rural areas
  of the state of North Carolina that were once dependent on agriculture and tobacco farming.
- Tobacco Trust Fund Grant The North Carolina Tobacco Trust Fund (NCTTFC) was created to
  assist current and former tobacco farmers, former quota holders, persons engaged in tobaccorelated business, and individuals displaced from tobacco-related employment that were affected
  by the major tobacco settlement in 1998. These funds are used for projects that support
  employment for these groups.
- Federal Home Loan Bank Affordable Housing Program (AHP) Congress has mandated that ten
  (10%) of the Federal Home Loan Bank's profits be allocated to provide affordable housing. The
  FHLB encourages its members to work with public agencies and non-profit housing development
  organizations in creating highly leveraged affordable housing initiatives. Both sales and rental
  housing are eligible.

## If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of New Bern owns 118 vacant lots in the Greater Five Points Area. The City intends to build affordable housing on these lots. The lots are scattered throughout the Area. Some are buildable and meet the zoning requirements, others are not and will be transferred by sale or donation to adjacent property owners.

#### Discussion

Not Applicable.

## **Annual Goals and Objectives**

## **AP-20 Annual Goals and Objectives**

## **Goals Summary Information**

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
i.	HSS-1 Homeownership	2019	2023	Affordable Housing	Greater Five Points Low- and Moderate-Income Areas	Housing	CDBG: \$107,052	Homeowner Housing Added: 1 Household Housing Unit
	HOM-3 Homeless Prevention	2019	2023	Homeless	Low- and Moderate-Income Areas	Homeless	CDBG-CV: \$312,062	Homelessness Prevention: 76 Persons Assisted
	CDS-1 Infrastructure	2019	2023	Non-Housing Community Development	Greater Five Points Low- and Moderate-Income Areas	Community Development	CDBG: \$100,000	Other: 1 Other
	APM-1 Overall Coordination	2019	2023	Administration	Greater Five Points Low- and Moderate-Income Areas	Administration, Planning, and Management	CDBG: \$51,763 CDBG-CV: \$34,673	Other: 2 Other

Table 5 - Goals Summary

## **Goal Descriptions**

1.	<b>Goal Name</b>	HSS-3 Housing Rehabilitation
	Goal Description	Promote and assist in developing homeownership opportunities for low- and moderate-income persons & families.
2.	Goal Name	HOM-3 Homeless Prevention
	Goal Description	Promote and assist in anti-eviction and prevention of unfair housing practices which may contribute to homelessness.
3.	Goal Name	CDS-1 Infrastructure
	Goal Description	Improve the City's infrastructure through reconstruction and new construction of streets, walks, curbs, ADA ramps, retaining walls, sewer, water, storm water management, bridges, bike trails, green infrastructure, etc.
4.	Goal Name	APM-1 Overall Coordination
	Goal Description	Provide program management and oversight for the successful administration of Federal, state, and local funded programs, including planning services for special studies, environmental clearance, fair housing, performance evaluation, monitoring; and compliance with all Federal, state, and local laws and regulations.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

The City of New Bern will utilize its FY 2020 CDBG and FY 2020 CDBG-CV funds to assist the following households:

- Median Income 19 households
- Low Income 20 households
- Extremely Low Income 38 households

## **Projects**

### AP-35 Projects - 91.220(d)

#### Introduction

The FY 2020 Annual Action Plan outlines the needs, resources, priorities and proposed activities of the City of New Bern to be undertaken with the FY 2020 Community Development Block Grant (CDBG) and the FY 2020 Community Development Block Grant - Coronavirus (CDBG-CV). The City of New Bern has participated in CDBG as an Entitlement recipient since 2014.

The City's Development Services Department is the Lead Agency that maintains and administers New Bern CDBG funds and responsibilities, including completion of the Annual Action Plan. The planning process actively encouraged participation of City housing and community service organizations, including the Housing Authority of the City of New Bern, Twin Rivers Opportunities, Inc., affordable housing providers, service agencies that assist the low- and moderate-income and principally low- and moderate-income clientele, advocates, and others.

The City of New Bern encourages citizens to provide input and participate in planning, implementation and assessment of the CDBG program. The FY 2020 Annual Action Plan was developed through public hearings, the use of existing data from previously approved plans and studies, consultation with local non-profit agencies, and discussions with other City of New Bern departments. For-profit, non-profit, community and faith-based organizations were engaged throughout the prior year to assess City needs and priorities.

The City of New Bern proposes to undertake the following activities with FY 2020 CDBG and CDBG-CV funds:

#### **Projects**

#	Project Name
1.	Administration
2.	Housing Rehabilitation in the Five Points Area
3.	Duffyfield Stormwater Project
4.	CV-CDBG-CV Administration
5.	CV-Rent, Mortgage, and Utility Assistance

Table 6 - Project Information

## Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of New Bern has allocated its CDBG and CDBG-CV funds based on principally benefiting Low/Mod income persons; or an activity in which predominantly low- and moderate-income areas or which has a presumed benefit; or an activity with an income requirement of low- and moderate-income persons. All allocated funding has been utilized in a timely manner and within budget.

Many of the obstacles to addressing underserved needs are outside of the City's control. The largest obstacle is the lack of local, state, and federal resources available to the City of New Bern to adequately address these needs. This reduction in funds, combined with increasing numbers of individuals in need of housing, social service, homeless, or infrastructure support, unfortunately means that the City of New Bern is at a disadvantage in addressing underserved needs in the community. However, the City of New Bern maintains close cooperation with the County, the Housing Authority, housing providers, economic development agencies, and social service providers, to address any underserved needs in the City.

The proposed activities and projects for FY 2020 are located in areas of the City with the highest percentages of low- and moderate-income persons, and those block groups with a higher than average percentage of minority persons. The following census tracts and block groups have at least 51% of the households with low- and moderate-incomes:

- C.T. 9605, B.G. 2
- C.T. 9606, B.G. 4
- C.T. 9608, B.G. 1
- C.T. 9608, B.G. 2
- C.T. 9608, 8.G. 3
- C.T. 9608, B.G. 4
- C.T. 9609, B.G. 2

## **AP-38 Project Summary**

#### Introduction

The City of New Bern proposes to undertake the following activities with the FY 2020 CDBG and CDBG-CV funds:

## **Project Summary Information**

1.	Project Name	Administration
	Target Area	Low- and Moderate-Income Areas; Greater Five Points
	Goals Supported	APM-1 Overall Coordination
	Needs Addressed	Administration, Planning, and Management Priority
	Funding	CDBG: \$51,723
	Description	Overall program administration of the CDBG Programs, including: staff salaries, wages, and benefits; related costs to administer the programs including supplies, materials, mailings, duplications, etc.; monitoring and oversight; advertising and public hearing costs; market studies; planning activities and the preparation of the Annual Action Plan, Environmental Review Record, Consolidated Annual Performance and Evaluation Report, Fair Housing, etc.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	1 Organization
	Location Description	Citywide
	Planned Activities	The Matrix Code is 21A General Program Administration.
2.	Project Name	Housing Rehabilitation in the Five Points Area
	Target Area	Greater Five Points
	Goals Supported	HSS-1 Homeownership
	Needs Addressed	Housing Priority
	Funding	CDBG: \$107,052

	Description	Funds will be provided to the Redevelopment Commission to be used to rehabilitate a single-family home, which will be donated to Habitat for Humanity and sold to an eligible low- and moderate-income household in the Greater Five Points Area of the City. This is a multi-year activity.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	1 Household Housing Unit
	<b>Location Description</b>	Greater Five Points Neighborhood
	Planned Activities	The National Objective is Low/Mod Housing Benefit (LMH).
		The HUD Matrix Code is 14A Rehabilitation; Single-Unit Residential.
3.	Project Name	Duffyfield Stormwater Project
	Target Area	Greater Five Points
	Goals Supported	CDS-1 Infrastructure
	Needs Addressed	Community Development Priority
	Funding	CDBG: \$100,000
	Description	Funds will be used for the Phase II study of the Duffyfield Stormwater Project. This is for engineering, permitting and possible acquisition services of properties within the project area. The project scope is TBD. (Multi-year Activity)
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	1 Other.
	Location Description	Duffyfield Neighborhood, City Block bounded by Biddle Street, East Street, F Street, and Railroad; City Block bounded by B Street, F Street, and Railroad; City Block bounded by Biddle Street, F Street, Fowlers Lane, and G Street; City Block bounded by Fowlers Lane, F Street, K Street, and G Street; City Block bounded by F Street, Murry Street, Sampson Street, Bloomfield Street, and K Street.
	Planned Activities	The National Objective is Low/Mod Area Benefit (LMA).
		The HUD Matrix Code is 03I Flood Drainage Improvements.

4.	Project Name	CV-CDBG-CV Administration
	Target Area	Low/Mod Areas
	Goals Supported	APM-1 Overall Coordination
	Needs Addressed	Administration, Planning, and Management Priority
	Funding	CDBG-CV: \$34,673
	Description	Funds for the administration of the CDBG-CV grant.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	1 Other
	Location Description	Citywide
	Planned Activities	The Matrix Code is 21A General Program Administration.
5.	Project Name	CV-Rent, Mortgage, and Utility Assistance
	Target Area	Low/Mod Areas
	Goals Supported	HOM-3 Homeless Prevention
	Needs Addressed	Homeless Priority
	Funding	CDBG-CV: \$312,062
	Description	CDBG-CV funds will be used to fund two (2) non-profit organizations, Religious Community Services (RCS) and Catholic Charities. These organizations both will run a rent, mortgage, and utility assistance program to help stabilize low-income households who are behind in their payments because of Covid-19 pandemic. This assistance will only cover 3 months of back payments. RCS will receive \$185,785 in CDBG-CV funds from the 1 <sup>st</sup> and 3 <sup>rd</sup> rounds of CDBG-CV funds. Catholic Charities will receive \$126,277 in CDBG-CV funds from the 3 <sup>rd</sup> round of CDBG-CV funds.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	175 Households
	Location Description	Citywide

**Planned Activities** 

The National Objective is Low/Mod Income Housing (LMH).

The HUD Matrix Code is 05Q Subsistence Payments.

Table 7 - Project Summary



## AP-50 Geographic Distribution - 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The following information provides a profile of the population, age, and racial/ethnic composition of the City of New Bern. This information was obtained from the U.S. Census Bureau American Factfinder website, <a href="http://data.census.gov">http://data.census.gov</a>. The 2014-2018 American Community Survey 5-Year Estimates were used to analyze the social, economic, housing, and general demographic characteristics of the City of New Bern. The 5-year estimates are the most recent data available for the City. The 2010 U.S. Census data is included when necessary.

#### Population

#### Key points are:

- Between 1990 and 2010, the population increased by approximately 43.6%
- The City population was 23,367 in the 2000 Census
- The City's population was 30,113 in 2018 according to the 2014-2018 ACS (a 28.9% increase)
- Population changes due to Hurricane Florence have not yet been recorded in the Census

#### Age

#### Key points are:

- Median age in New Bern is 37.5 years of age
- Youth under age 18 account for 21.9% of the total population

#### Race/Ethnicity

Composition from the 2014-2018 American Community Survey:

- . 57.1% of population is White
- 32.3% of population is Black or African American
- 5.9% of population is Asian
- 1.8% of population is Two or More Races
- 6.8% is Hispanic or Latino

#### Income Profile

The current Median Income for a family of four (4) in the City of Craven County, North Carolina Metropolitan Statistical Area (MSA) is \$66,200 according to HUD's FY 2020 Income Limits. The following is a summary of income statistics for the City of New Bern:

 At the time of the 2014-2018 American Community Survey, the median household income in the City of New Bern was \$42,222 which was lower than the State of North Carolina (\$52,413).

- 37.9% of households have earnings received from Social Security income.
- 24.8% of households have earnings, received from retirement income.
- 7.3% of households have earnings received from public assistance.
- 41.6% of female-headed households with children were living in poverty.
- 33.0% of all youth under 18 years of age were living in poverty.

#### Low/Mod Income Profile

The low- and moderate-income profile for City of New Bern is a measurement of the area's needs. The City of New Bern has an overall low- and moderate-income percentage of 40.66%.

#### **Economic Profile**

The following illustrates the economic profile for the City of New Bern as of the 2014-2018 American Community Survey:

- 34.2% of the employed civilian population had occupations classified as management, professional, or related.
- 19.7% of the employed civilian population had occupations classified as sales and office.
- 23.0% were in the service sector.
- The educational, health, and social service industries represented 24.0% of those employed.
- 20.3% of workers were considered in the government class of employment.

According to the U.S. Labor Department, the preliminary unemployment rate for the City of New Bern in May of 2020 was 12.4%. New Bern's unemployment rate was lower than the May of 2020 rates of the State of North Carolina (12.7%) and the national percentage of 13.3%.

#### Geographic Distribution

Target Area	Percentage of Funds	
Low- and Moderate-Income Areas	20%	
Greater Five Points	80%	

**Table 8 - Geographic Distribution** 

#### Rationale for the priorities for allocating investments geographically

The proposed activities and projects for FY 2020 are located in areas of the City with the highest percentages of low- and moderate-income persons, and those block groups with a higher than average percentage of minority persons. The following census tracts and block groups have at least 51% of the households with low- and moderate-incomes:

- C.T. 9605, B.G. 2
- C.T. 9606, B.G. 4

- C.T. 9608, B.G. 1
- C.T. 9608, B.G. 2
- C.T. 9608, B.G. 3
- C.T. 9608, B.G. 4
- C.T. 9609, B.G. 2

The total amount of FY 2020 CDBG funds available is \$258,775 of which 20.0% (\$51,723) is for administration and 80.0% (\$207,052) is allocated for project activities. Of the \$258,775 allocated for project activities, all of it is allocated to projects that will benefit low- and moderate-income persons giving the City a 100% low- and moderate-income benefit percentage for FY 2020.

#### Discussion

The geographic locations and the public benefit for the FY 2020 CDBG Activities are as follows:

- Administration 303 First Street, New Bern, NC 28560
- Housing Rehabilitation in the Five Points Area Greater Five Points Neighborhood, New Bern, NC 28562 — Low/Mod Income Housing Benefit (LMH)
- Duffyfield Stormwater Project Duffyfield Neighborhood, City Block bounded by Biddle Street,
  East Street, F Street, and Railroad; City Block bounded by B Street, F Street, and Railroad; City
  Block bounded by Biddle Street, F Street, Fowlers Lane, and G Street; City Block bounded by
  Fowlers Lane, F Street, K Street, and G Street; City Block bounded by F Street, Murry Street,
  Sampson Street, Bloomfield Street, and K Street, New Bern, NC 28560 Low/Mod Income Area
  Benefit (LMA)

The geographic locations and the public benefit for the FY 2020 CDBG-CV Activities are as follows:

- CV-20-01 CV-CDBG-CV Administration 303 First Street, New Bern, NC 28560
- CV-20-02 CV-Rent, Mortgage, and Utility Assistance 919 George Street, New Bern, NC 28560 and 502 Middle St, New Bern, NC 28560; Low/Mod Income Cliente Benefit (LMC)

## **Affordable Housing**

### AP-55 Affordable Housing - 91.220(g)

#### Introduction

The City of New Bern is utilizing its CDBG and CDBG-CV funds to support the following housing activities during this program year:

One Year Goals for the Number of House	And the second second second
Homeless	0
Non-Homeless	176
Special-Needs	0
Total:	176

Table 9 - One Year Goals for Affordable Housing by Support Requirement

Rental Assistance	175
The Production of New Units	0
Rehab of Existing Units	1
Acquisition of Existing Units	0
Total:	176

Table 10 - One Year Goals for Affordable Housing by Support Type

#### Discussion

The City of New Bern will fund the following projects with FY 2020 CDBG and CDBG-CV funds:

- CD-20-02 Housing Rehabilitation in the Five Points Area Funds will be provided to the
  Redevelopment Commission to be used to rehabilitate a single-family home, which will be
  donated to Habitat for Humanity and sold to an eligible low- and moderate-income household in
  the Greater Five Points Area of the City. This is a multi-year activity. (1 Household Housing Unit)
- CV-20-02 CV-Rent, Mortgage, and Utility Assistance CDBG-CV funds will be used to fund two (2) non-profit organizations, Religious Community Services (RCS) and Catholic Charities. These organizations both will run a rent, mortgage, and utility assistance program to help stabilize low-income households who are behind in their payments because of Covid-19 pandemic. This assistance will only cover 3 months of back payments. (175 Households)

## AP-60 Public Housing - 91.220(h)

#### Introduction

The Housing Authority of the City of New Bern's mission is:

- Providing affordable housing opportunities in a safe environment
- Revitalizing and maintaining neighborhoods
- Providing opportunities for low and moderate-income homeownership
- Forming effective partnerships to maximize housing, social, and economic opportunities
- Continuing its partnership with the City of New Bern for the revitalization of communities
- Pursuing funding for the development of affordable housing for the residents of New Bern

The Housing Authority of the City of New Bern is not rated as a "troubled" agency by HUD.

The Housing Authority of the City of New Bern owns and professionally manages family communities and elderly/disabled rental apartments. NBHA had one (1) public housing development: Trent Court. NBHA had also previously owned a second property: Craven Terrace. This property was sold. Before Hurricane Florence hit the City, NBHA had a total of 218 public housing units, with 11 accessible units. After Hurricane Florence caused flooding in many of the units in Trent Court, the Housing Authority was left with 110 units, of which 4 are accessible. NBHA also owns and manages Section 8 Housing for elderly residents in New Bern Towers. There are 106 units in New Bern Towers. There are currently 54 people on the public housing waiting list, which was opened on August 1st and will remain open until the 31st, although NBHA is considering extending the closing date.

Twin Rivers Opportunities, Inc. assists families who wish to live in privately owned housing and receive rental subsidy through the Housing Choice Voucher Program instead of NBHA. Twin Rivers Opportunities, Inc. administers 998 as of July 36, 2020, 39 of which are for residents that were displaced from Trent Court. There are currently 800 households on the waiting list for Housing Choice Vouchers.

#### Actions planned during the next year to address the needs to public housing

The work items for the Housing Authority's properties are as follows:

#### **Trent Court:**

- The housing will be demolished in two phases. The first phase will include the 108 flood-damaged units. The rest of the Trent Court units will be demolished in the second phase.
- Greenspace will be developed along the Riverwalk.
- The Trent Court site will be developed with a mix of lofts, condominiums, market rate rentals, retail, and affordable housing.

#### **New Bern Towers:**

· Upgrade Lighting for the Parking Lot

- Security Cameras
- Add Ceiling Fans
- Building Pressure Wash

The Housing Authority will expend its FY 2020 Capital Fund on the following projects:

Roof Repairs

The Housing Authority was awarded a LIHTC to construct new affordable housing which will have units dedicated to persons displaced from Trent Court on Carolina Avenue. The project will entail the construction of 84 new units, and the Housing Authority is in the process of purchasing the land.

## Actions to encourage public housing residents to become more involved in management and participate in homeownership

According to the Annual Plan for 2020, NBHA's progress in meeting their mission and goals states that NBHA set the goal of cooperating with the City of New Bern and other neighborhood partners to promote neighborhood revitalization and economic development in designated areas of the City, as evidenced by the resident input in the development of the Gateway Remissance Plan and Greater Five Points Transformation Plan. New Bern Towers has an active resident council that expresses needs for both the New Bern Towers community and the public housing under the Housing Authority of the City of New Bern as a whole. Trent Court formerly had an active resident council, but Hurricane Florence caused the council to disband, and the residents of Trent Court have struggled to restore it. The Housing Authority of the City of New Bern was awarded LIHTC funds to provide housing for those displaced by Trent Court on Carolina Avenue, which will be an improvement over the living conditions in those apartments once completed.

The Housing Authority of the City of New Bern does not support any homeownership initiatives. NBHA previously held homeownership classes in Trent Court and Craven Terrace, and these classes had active participation. However, these classes have ceased since Craven Terrace was sold.

Twin Rivers Opportunities, Inc. runs the Family Self-Sufficiency (FSS) Program. The program gives Section 8 voucher holders the opportunity to set and reach goals that they set for themselves and their families, as well as save a significant amount of money. Section 8 voucher holders may also use their vouchers to realize the American dream of becoming a homeowner. Both of these opportunities are available to Section 8 holders who choose to become participants in Section 8's Family Self-Sufficiency Program. There are two parts to the program. The first part of the program is the Self-Sufficiency program where participants have the opportunity to work towards and meet goals that they set for their families as well as save money that will become theirs when they have completed their goals. The second part of the program is the Homeownership Program. In this part of the program, a Section 8 participant can choose to use his or her Section 8 voucher to assist with the purchase and payment of a home.

## If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority of the City of New Bern is not designated as a troubled housing authority.

#### Discussion

The Housing Authority of the City of New Bern is continuing to meet its goals by securing funding through RAD and CNI for the revitalization of the Greater Five Points area. The Housing Authority will also continue to apply for funding for additional affordable housing.

Trent Court, one the Housing Authority's public housing communities, was severely affected by Hurricane Florence. The residents displaced by the Hurricane have been given Section 8 Housing Choice Vouchers. Twin Rivers Opportunities, Inc., will ensure the placement of these residents.



# AP-65 Homeless and Other Special Needs Activities – 91.220(i) Introduction

The North Carolina Coalition to End Homelessness is collaborative applicant for the North Carolina Balance of State Continuum of Care. The 79 counties covered by the Continuum of Care are divided into 13 regions. The City of New Bern falls under the purview of Region 13 of the CoC, which is known as the Housing Alliance of Coastal Carolina (HACC) and includes Carteret, Craven, Jones, Onslow, and Pamlico Counties.

The leadership of Region 13 is responsible for acting as a member of the Balance of State CoC Steering Committee, the Coordinated Entry lead for the Region, the Point-in-Time and Housing Inventory Count lead for the region, and reviewing projects and processing state ESG grants for the regional geography.

The City of New Bern works closely with the homeless service providers within the City to identify and resolve issues of homelessness within the community. The Department of Development Services partners with statewide entities, as well as the local service providers including Religious Community Services, Coastal Women's Shelter, and Reviving Lives Ministries.

The 2020 Point-In-Time count revealed that 21 homeless individuals resided in Craven County. There was no data available for the City of New Bern specifically. All 21 of the homeless persons counted were recorded in Emergency Shelter.

The following shelters were open in the City of New Bern during FY 2019.

- Religious Community Services Emergency Crisis Shelter
- Religious Community Services Pamilies in Transition
- Religious Community Services Veterans Transition Shelter
- Women's Coastal Shelter Domestic Violence Shelter
- Reviving Lives Ministries Addiction Recover Shelter

The FY 2020 CoC awards have not yet been announced.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including: Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Point In Time Count for Craven County in 2020 counted a total of 21 homeless persons and 18 homeless households. Of these, only 0 persons were unsheltered. There were no persons in transitional housing, and 21 persons that were housed in emergency shelter. There was one (1) homeless family with children, and no chronically homeless families with children. There was one (1) unaccompanied youth that were homeless in 2020. Of the 21 homeless people counted, nine (42.9%) were considered chronically homeless. There were two (2) homeless Veterans, and two (2) of the homeless Veterans was considered

chronically homeless. This indicates a need for greater outreach and shelter/housing options for these special needs groups.

Families with children – The Point In Time count for 2017 counted 4 homeless households with children in Craven County, for a total of 15 persons. Numbers were lower in 2018 at 4 homeless households and 9 persons. County breakdowns were unavailable for 2019. In 2020, there was 1 homeless household with 3 persons.

Veterans and their families – There are large numbers of Veterans and support systems because of the nearby military base in Havelock. The NCWorks Career Center works both employment and housing issues for homeless Veterans. Homeless Veterans often require additional services, with mental health services being the most commonly cited need. The number of homeless Veterans in Craven County has decreased from 4 in 2017, to 4 in 2018, and 2 in 2020. County breakdowns were unavailable for 2019.

Unaccompanied youth – Teens aging out of foster care, and young adults in the 18-24 transition stage can be hard to locate. Many of them are staying with friends and family temporarily and are technically homeless. Unaccompanied youth may also move between different shelters. There were 2 unaccompanied youth counted in the 2017 Point In Time count, 5 unaccompanied youth counted in 2018, and 1 unaccompanied youth counted in 2020 for Craven County. County breakdowns were unavailable for 2019.

According to the NC Balance of State CoC Application for J019, the CoC restructured its board to greater represent the diverse groups that make up the homeless population. The CoC utilizes Coordinated Entry to track the various subpopulations and divides them up into 13 local referral zones across the 79 counties that the CoC serves. Much of the area served by the CoC is rural, and the CoC creates advertisements and hotlines to target these subpopulations and allow them to access the Coordinated Entry process.

### Addressing the emergency shelter and transitional housing needs of homeless persons

The 2020 Point In Time Count saw a return to typical levels for homelessness in Craven County following Hurricane Florence. Though many of the barriers to emergency housing in the City of New Bern and Craven County had been removed in response to Hurricane Florence, it remains a challenge to rapidly re-house families. The Point In Time count for 2016 counted 3 homeless households with children in Craven County, for a total of 8 persons. There were 4 homeless households with children in Craven County, for a total of 15 persons. Numbers were lower in 2018 at 4 homeless households and 9 persons. County breakdowns were unavailable for 2019. In 2020, there was 1 homeless household with 3 persons. There were 21 homeless persons counted overall, and all 21 homeless persons counted were in emergency shelters.

Religious Community Services provides much of the shelter space for individuals and families in the County while also partnering with Craven Community College for job training and Craven-Pamlico Re-Entry to assist ex-offenders with housing, transportation, and vocational skills. NCWorks provides job training and assists in housing homeless veterans. Coastal Women's Shelter partners with local landlords to provide stable housing and keep children of families experiencing domestic violence in the same schools to assist

these children in maintaining stability. Crossroads is the major mental health provider in the area, but the need for mental health care far surpasses the amount of assistance that Crossroads can provide. Religious Community Services has the following emergency shelter beds for homeless populations:

- Homeless Families 4 beds
- Homeless Women 6 beds
- Homeless Veterans 5 beds

The Coastal Women's Shelter prioritizes providing safe, affordable housing for victims of domestic violence. The shelter has 19 total beds, 3 of which are infant cribs. The Coastal Women's Shelter will work with trusted landlords to place people in housing, but there is a shortage of trusted landlords.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The North Carolina Balance of State CoC's written standards focus on a Housing First model and follow the best practices of that model. The written standards utilize several strategies to increase the number of people who exist Emergency Shelter, Transitional Housing, and Rapid Re-housing to Permanent Housing destinations. Evaluations of these standards will be based on the length-of-time homeless of an individual or family in Emergency Shelter, Transitional Housing, or Rapid Re-Housing. The CoC will seek to make progress on the turnover rate of individuals and families, the targeting of individuals and families based on risk, and the number of positive exits into Permanent Housing

The CoC Steering Committee has approved written standards that conform to best practices for Street Outreach, Emergency Shelter, Transitional Housing, Prevention and Rapid Rehousing, Permanent Supportive Housing, and Coordinated Entry Programs on September 6, 2016. There are additional policies for follow-ups to those that have exited Rapid Re-Housing, Anti-Discrimination, and Emergency Transfers based on the Violence Against Women Act (VAWA). The Balance of State CoC provides additional guidance to rural Continuums of Care

The number of homeless Veterans in Craven County has decreased from 11 in 2016, to 4 in 2017, and 2 in 2020. In addition to housing, there is a need for wrap around services for veterans. These services largely include mental health care and recovery systems for those with addictions. There are a number of instances of PTSD in the area due to the presence of the military base. Crossroads provides addiction counseling for Veterans, but they are limited to three (3) day emergency shelter stays. Volunteers will transport Veterans with addictions to Crossroads for these services. Twin Rivers Opportunities, Inc. recently received 10 VASH vouchers for Veterans. Of these, 2 are being utilized to house families, and 8

are committed to families but available units have not yet been found.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Discharge policies at local hospitals are designed to prevent those leaving the hospitals from being referred to Religious Community Services. Religious Community Services supports homeless in the community through operating emergency shelters and food and clothing services for those in need. By providing other supportive services, Religious Community Services intends to assist people who may be extremely low income and help feed and clothe them so that other family income may go to rent.

Local services such as Craven-Pamlico Re-Entry Council, Children's Developmental Services Agency, and Carolina East Health work with various populations that are at-risk of becoming homeless. Wraparound services are necessary to prevent homelessness and encourage self-sufficiency. Discharge policies are also put in place to direct low-income individuals who are at risk of homelessness to services that may assist them. There is a need for additional caseworkers to expand these services.

#### Discussion

The City of New Bern will provide funding for the following activity in FY 2020 using CDBG-CV funds to address the needs of individuals and families with children who are homeless or imminent at risk of becoming homeless:

CV-20-02 CV-Rent, Mortgage and Utility Assistance – CDBG-CV funds will be used to fund two
(2) non-profit organizations, Religious Community Services (RCS) and Catholic Charities. These
organizations both will run a rent, mortgage, and utility assistance program to help stabilize lowincome households who are behind in their payments because of Covid-19 pandemic. This
assistance will only cover 3 months of back payments.

## AP-75 Barriers to affordable housing - 91.220(j)

#### Introduction:

Eastern North Carolina lags behind the urban centers of the state economically. As a result, low- and moderate-income people have less income, and housing affordability is a greater issue in the area for all residents. Residents in protected classes can face even more housing affordability challenges, particularly when they cannot prove discrimination.

The most common fair housing complaint in the City of New Bern, as is the case nationally, is on the basis of disability. In Eastern North Carolina, there have been multiple instances of residents that faced evictions because landlords were unwilling to provide reasonable accommodations.

Transportation is a common barrier to affordable housing in the area. The local public transit system is unreliable. To access services and employment, residents must live near service providers and employers.

One of the major barriers to affordable housing in the City of New Bern is that cases go largely unreported. Though there are likely more instances of discrimination in the area, very few complaints are filed and little data is available on the types of complaints.

Hurricane Florence has also affected access to fair housing in the region. Many affordable housing units were destroyed in the Hurricane. This has resulted in the relocation of low- and moderate-income people. Following these relocations, people often find themselves farther away from the services.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of New Bern intends to address housing affordability issues with the construction of new affordable housing. New construction will increase the supply for housing for low- and moderate-income persons. Additional units will also be targeted to housing those displaced by Hurricane Florence.

The Housing Authority of the City of New Bern provides reasonable accommodations for its residents upon request. There is a need for additional accessibility improvements, which the City will undertake over the course of the Five Year Consolidated Plan.

The City of New Bern intends to partner with CARTS, the local transit agency, to improve services and transit-related infrastructure. CARTS has adopted a strategic transit plan to increase ridership, which the City will support with supplemental infrastructure projects.

To address the issue of unreported complaints, the City will conduct education and outreach on fair housing so that residents can know their rights and be aware of the instances when those rights are violated.

#### Discussion:

The City of New Bern proposes to undertake the following activities during the FY 2020 Program Year to affirmatively further fair housing:

- CD-20-02 Housing Rehabilitation Funds will be given to the Redevelopment Commission to begin
  the rehabilitation work for the property located in the Greater Five Points Neighborhood. This will
  begin a 2-phase renovation process that will span two program years. (Multi-year activity).
- CV-20-02 CV-Rent, Mortgage, and Utility Assistance CDBG-CV funds will be used to fund two (2)
  non-profit organizations, Religious Community Services (RCS) and Catholic Charities. These
  organizations both will run a rent, mortgage, and utility assistance program to help stabilize lowincome households who are behind in their payments because of Covid-19 pandemic. This assistance
  will only cover 3 months of back payments.
- The City of New Bern will continue to work with the New Bern Housing Authority and Twin River Opportunities, Inc. to address issues of accessible housing.
- The City continues to work with Twin Rivers Opportunities, Inc. to mitigate the concentration of minority households and Section 8 Voucher holders.
- The City of New Bern continues to collaborate with Twin Rivers Opportunities, Inc. to implement strategies to provide consistent communication about the Section 8 Housing Choice Voucher program.
- The City of New Bern will partner with local agencies and groups to raise Fair Housing awareness and conduct fair housing trainings. Past groups that have conducted trainings include Legal Aid of North Carolina and the North Carolina Housing Coalition

## AP-85 Other Actions - 91.220(k)

#### Introduction:

The City of New Bern has developed the following actions which address the obstacles to meeting underserved needs, fosters affordable housing, reduces lead-based paint hazards, reduces the number of families living in poverty, develops institutional structures, and enhances coordination between public and private housing and social service agencies.

#### Actions planned to address obstacles to meeting underserved needs

The City of New Bern allocated FY 2020 CDBG-CV funds to principally benefit low- and moderate-income persons through:

CV-20-02 CV-Rent, Mortgage, and Utility Assistance – CDBG-CV funds will be used to fund two
(2) non-profit organizations, Religious Community Services (RCS) and Catholic Charities. These
organizations both will run a rent, mortgage, and utility assistance program to help stabilize lowincome households who are behind in their payments because of Covid-19 pandemic. This
assistance will only cover 3 months of back payments.

Despite efforts made by the City of New Bern and social service providers, a number of significant obstacles remain to meeting underserved needs. With funding resources being scarce, funding becomes the greatest obstacle for the City of New Bern to meet its underserved needs. Insufficient funding lessens the ability to fund many worthwhile public service programs, activities, and agencies. Through its planning efforts, the City will use its limited resources to address the City of New Bern's greatest needs and improve the quality of life for its residents. The following obstacles need to be overcome in order to meet underserved needs:

- · Lack of decent, safe, sound, and affordable owner and renter housing.
- High cost of construction and rehabilitation work, exacerbated by Hurricane Florence.
- Aging in place population who need accessibility improvements.
- Need major rehabilitation of the City's aging housing stock.
- The increasing number of vacant and abandoned properties, exacerbated by Hurricane Florence.
- Low wages in the service and retail sector job market.
- Displaced residents from Hurricane Florence.
- Continued social pressures due to the recovery from Hurricane Florence.

#### Actions planned to foster and maintain affordable housing

To foster and maintain affordable housing, the City proposes the following Five-Year Goals and Strategies:

 HSS-1 Homeownership - Promote and assist in developing homeownership opportunities for lowand moderate-income persons & families.

- HSS-2 Housing Construction Promote and assist in the development of affordable housing, both rental and sales housing.
- HSS-3 Housing Rehabilitation Promote and assist in the preservation of existing owner and renter occupied housing stock in the City.
- HSS-4 Fair Housing Affirmatively further fair housing by promoting fair housing choice throughout the City of New Bern.

The City will partner with the Housing Authority of the City of New Bern, Twin Rivers Opportunities, Inc. and other fair housing agencies to promote fair housing in the city, through fair housing trainings, education, and promotions.

The City of New Bern will continue to work with the City's Human Rights Commission during this program year to again provide education and outreach.

#### Actions planned to reduce lead-based paint hazards

According to the 2014-2018 American Community Survey, 54.2% of the housing units in the City of New Bern were built before 1980 and are therefore at risk for containing lead-based paint. According to the North Carolina Department of Health and Human Services' 2017 Lead Surveillance Report, 1,962 children were tested in Craven County for elevated blood lead levels. Of those tested, sixteen (16) had a blood lead level of 5-9  $\mu$ g/dL or greater. With 0.8% of children tested having blood lead levels greater than 5  $\mu$ g/dL, Craven County compares favorably to the rest of North Carolina, which averages 1.3% of children tested having blood lead levels greater than 5  $\mu$ g/dL.

The revised Federal Lead-Based Paint Regulations published on September 15, 1999 (24 CFR Part 35) have had a significant impact our many activities – rehabilitation, tenant based rental assistance, and property acquisition – supported by the CDBG program. The City of New Bern will comply with Title 24, Part 35: Lead-Based Paint Poisoning Prevention in Certain Residential Structures (Current Rule).

The City of New Bern reviewed the Blood Lead Level Screening Plan provided through the North Carolina Department of Health and Human Services – North Carolina Childhood Lead Poisoning Prevention Program (CLPPP). Additionally, the City reviewed the Blood Lead Level testing data provided through the Center for Disease Control and Prevention – Childhood Lead Poisoning Prevention Program.

If the City of New Bern will ensure that the following will be done in conjunction with its Housing Rehabilitation activities:

- Applicants for rehabilitation funding receive the required lead-based paint information and understand their responsibilities.
- Staff properly determines whether proposed projects are exempt from some or all lead-based paint requirements.

- The level of federal rehabilitation assistance is properly calculated and the applicable lead-based paint requirements determined.
- Properly qualified personnel perform risk management, paint testing, lead hazard reduction, and clearance services when required.
- Required lead hazard reduction work and protective measures are incorporated into project rehabilitation specifications.
- Risk assessment, paint testing, lead hazard reduction, and clearance work are performed in accordance with the applicable standards established in 24 CFR Part 35.
- Required notices regarding lead-based paint evaluation, presumption, and hazard reduction are provided to occupants and documented.
- Program documents establish the rental property owner's responsibility to perform and document ongoing lead-based paint maintenance activities, when applicable.
- Program staff monitors owner compliance with ongoing lead-based paint maintenance activities, when applicable.

In addition, in conjunction with its Housing Rehabilitation activities, the City will to ensure that:

- Applicants for rehabilitation funding receive the required lead-based paint information and understand their responsibilities.
- Staff properly determines whether proposed projects are exempt from some or all lead-based paint safety requirements.
- The level of federal rehabilitation assistance is properly calculated and the applicable lead-based paint requirements determined.

#### Actions planned to reduce the number of poverty-level families

According to the 2014-2018 American Community Survey, 15.4% of all people in the City of New Bern have incomes below the poverty level. Additionally, 40.3% of female headed households with no husband present live in poverty. Individuals living on the threshold of poverty were faced with a collection of obstacles that prevent them from escaping their situation. Some may need adequate affordable housing, job skills training, day care for children, treatment for medical or substance abuse issues or they may be children and adults with educational needs.

The City allocates its Community Development Block Grant program to improve the living environments of low to moderate-income persons, specifically improving the lives of low- to moderate-income youth in order to break the cycle of poverty.

During this program year, the City of New Bern will fund the following activities to address the needs of individuals and households who live in poverty:

 CD-20-02 Housing Rehabilitation - Funds will be given to the Redevelopment Commission to begin the rehabilitation work for the property located in the Greater Five Points Neighborhood. This will begin a 2-phase renovation process that will span two program years. (Multi-year activity).

CV-20-02 CV-Rent, Mortgage, and Utility Assistance – CDBG-CV funds will be used to fund two
(2) non-profit organizations, Religious Community Services (RCS) and Catholic Charities. These
organizations both will run a rent, mortgage, and utility assistance program to help stabilize lowincome households who are behind in their payments because of Covid-19 pandemic. This
assistance will only cover 3 months of back payments.

#### Actions planned to develop institutional structure

The City of New Bern works with the following agencies to enhance coordination:

- City of New Bern Development Services oversees the CDBG and HOME programs.
- Housing Authority of the City of New Bern oversees the improvements to public housing communities.
- Twin Rivers Opportunities, Inc. oversees the Section 8 Housing Choice Voucher Program and the development of scattered site affordable housing.
- Social Services Agencies the City provides funds to address the needs of low- and moderateincome persons.
- Housing Providers the City provides funds to rehabilitate and develop affordable housing for low- and moderate-income families and individuals.
- North Carolina Balance of State CoC oversees the Continuum of Care Network for 79 counties
  including Craven County. For planning purposes, the CoC is divided into thirteen (13) regions.
  Craven County is located in Region 13.

As part of the CDBG application planning process, local agencies, and organization are invited to submit proposals for CDBG funds for eligible activities.

The Development Services Department continues to look for gaps in the institutional structure. Maintaining and enhancing communication amongst all community and economic development stakeholders, is essential in addressing the needs identified in the City of New Bern's Five-Year Consolidated Plan.

## Actions planned to enhance coordination between public and private housing and social service agencies

**Public Institutions:** The City will act as a clearinghouse and facilitator for many of the activities described in the annual action plan. As the local unit of government, the City is empowered to apply for and administer certain types of grants. Support from the City, expressed as a certification of consistency or some other instrument, may be all that is required for some activities. Other activities will involve the more direct participation of the City for funding, acquisition of land or buildings, or in convening meetings

of various agencies to iron out differences or strategies on how to seize opportunities. The City will continue to administer the CDBG program.

The Housing Authority of the City of New Bern administers public housing. Twin Rivers Opportunities, Inc. administers Section 8 Rental Assistance Programs in the City. This Authority is responsible for the management and maintenance of public housing units. The Housing Authority will continue in its efforts to modernize these public housing units in order to provide decent, affordable housing in the City.

Non-Profit Organizations: Non-profit housing agencies play a role in the implementation of this plan. Through the construction of new housing, and the rehabilitation of existing units, these agencies access financing sources such as the Low Income Housing Tax Credit, Greenleaf Funding, and charitable contributions that increase the supply of affordable housing. While some groups focus on the rehabilitation of single units for resale to first time homebuyers, others have attempted to create assisted rental developments. In the future, the union of such groups with social service agencies that serve specific special needs populations will address the Five Year Consolidated Plan strategy for creation of supportive housing and affordable housing opportunities.

Non-profit educational institutions provide an important partnership for the City. Craven Community College is currently partnering with the City of New Bern on the construction of the VOLT Center. Craven Community College will provide job and vocational training at the center, which is located in the Greater Five Points Redevelopment Area.

Social service agencies are a link between the provision of housing and the population it is intended to serve. The agencies work directly with providers of services to persons with special needs including: mental health, mental retardation, elderly, drug and alcohol addiction and families that are at-risk of becoming homeless. Although these agencies cannot provide housing, they can direct housing efforts where needed and are integral in the planning of housing and services for target populations. Emergency shelters, including the Religious Community Services and Coastal Women's Shelter, will continue to provide shelter for the homeless.

**Private Industry:** Several lending institutions cooperate with the City to provide funding for downtown improvements. Those lending institutions play an important role by providing financing that would not otherwise be available. Additionally, the private businesses located in the area contributed to the Hurricane cleanup in Downtown New Bern.

#### Discussion:

#### Monitoring:

The Monitoring Plan represents the City of New Bern's strategy for overseeing the activities of entities that carry out CDBG assisted activities. The Monitoring Plan identifies the following:

The organizations to be monitored

- The issues to be explored and the methodology to be utilized in conducting the monitoring
- Identification of the specific Development Services staff members that will assume responsibility for monitoring
- The follow-up measures to be followed in communicating the results of the monitoring to affected
  organizations and the methods that will be utilized to obtain feedback from affected organizations

The CDBG monitoring will be carried out at two (2) separate levels. First, the City will conduct an internal monitoring to review the homeowner rehab program and to ensure that the CDBG Program is being administered in accordance with CDBG and other federal regulatory and statutory requirements. Second, the City will conduct an external monitoring to review the activities of its sub-recipients.

The purpose of the City's monitoring efforts is:

- to identify and correct issues that prevent the City from achieving full compliance with the regulatory requirements of the CDBG Program and other Federal requirements before deficiencies lead to HUD monitoring findings, and
- to learn more about the strengths and weaknesses of the various organizations that plays a role
  in the City's CDBG program and to use this knowledge as the basis for structuring future CDBG
  activities.

#### **Program Specific Requirements**

#### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

#### Introduction:

The City of New Bern receives an annual allocation of CDBG funds. Since the City receives this federal allocation, the questions below have been completed, as they are applicable.

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1.	The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0.00
2.	The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in	\$0.00
3.	the grantee's strategic plan.  The amount of surplus funds from urban renewal settlements	\$0.00
4.	The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	\$0.00
5.		\$0.00
	Total Program Income	\$0.00

#### Other CDBG Requirements

The amount of urgent need activities

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.

100.00%

#### **CDBG Percentages:**

- Administrative Percentage: 20.0%
- Public Service Percentage: 0.0%
- Low and Moderate-Income Percentage: 100.0%
- No Slum and Blight Activities.

#### **CDBG-CV Percentages:**

Administrative Percentage: 10.0%

Public Service Percentage: 100.0%

• Low and Moderate-Income Percentage: 100.0%





## SF 424 FORMS

OMB Number: 4040-0004 Expiration Date: 12/31/2019

Application for Federal Assista	ance SF-424	
* 1. Type of Submission:  Preapplication  Application  Changed/Corrected Application	* 2. Type of Application:  New Continuation Revision	* If Revision, select appropriate letter(s):  * Other (Specify):
* 3. Date Received:	Applicant Identifier.	
5a. Federal Entity Identifier:		5b. Federal Award Identifier:
Charle II - Oaks		B-20-MC-37-0025
State Use Only:	7 Photo Application	- Literature -
6. Date Received by State:	7. State Application	vi identitier:
8. APPLICANT INFORMATION:		
*a. Legal Name: City of New Ber		
* b. Employer/Taxpayer Identification Nur 56-6000235	mber (EIN/TIN):	*c. Organizational DUNS:
d. Address:		
*Street1: 303 First Str Street2: New Bern	eet	
* State: Province:  * Country:	X	NC: North Carolina  USA: UNITED STATES
* Zip / Postal Code: 28560-5505		oda. Oritido diatab
e. Organizational Unit:	V	
Department Name:	_	Division Name:
Dept. of Development Service	8	Community & Economic Dev.
f. Name and contact information of p	erson to be contacted on a	matters involving this application:
Prefix: Ms.  Middle Name: Fulmore  Suffix:	* First Nan	ne: D'Aja
Title: Community Development Co	oordinator	
Organizational Affiliation:		
* Telephone Number: 252-639-7586	I,	Fax Number:
*Email: fulmored@newbernnc.go	V	

Application for Federal Assistance SF-424
* 9. Type of Applicant 1: Select Applicant Type:
C: City or Township Government
Type of Applicant 2: Select Applicant Type:
Type of Applicant 3: Select Applicant Type:
* Other (specify):
* 10. Name of Federal Agency:
U.S. Department of Housing and Urban Development
11. Catalog of Federal Domestic Assistance Number:
14.218
CFDA Title:
Community Development Block Grant (CDBG)/Entitlement Grant
* 12. Funding Opportunity Number:
N/A
*Title:
N/A
13. Competition Identification Number:
Title:
14. Areas Affected by Project (Cities, Counties, States, etc.):
Add Attachment Delete Attachment View Attachment
* 15. Descriptive Title of Applicant's Project:
FY 2020 Annual Action Plan for the Community Development Block Grant Program
Attach supporting documents as specified in agency instructions.
Add Attachments Delete Attachments View Attachments

Application for Federal Assistance SF-424					
16. Congressional Districts Of:					
* a. Applicant NC-03	* b. Program/Project NC-03				
Attach an additional list of Program/Project Congressional Di	stricts if needed.				
	Add Attachment Delete Attachment View Attachment				
17. Proposed Project:					
* a. Start Date: 07/01/2020	* b. End Date: 06/30/2021				
18. Estimated Funding (\$):					
*a, Federal 258,775.	00				
* b. Applicant 0 .	00				
*c. State 0.	00				
*d. Local 0.	00				
* e. Other 0 .					
*f. Program Income 0.	00				
*g. TOTAL 258,775.	00				
* 19. Is Application Subject to Review By State Under B	Executive Order 12372 Process?				
a. This application was made available to the State	under the Executive Order 12372 Process for review on				
b. Program is subject to E.O. 12372 but has not bee	in selected by the State for review.				
c. Program is not covered by E.O. 12372.	A V				
* 20. Is the Applicant Delinquent On Any Federal Debti	(if "Yes," provide explanation in attachment.)				
☐ Yes ☐ No					
If "Yes", provide explanation and attach	V -				
	Aus Attachment Delete Attachment View Attachment				
herein are true, complete and accurate to the best	tements contained in the list of certifications** and (2) that the statements of my knowledge. I also provide the required assurances** and agree to an aware that any false, fictitious, or fraudulent statements or claims may s. (U.S. Code, Title 218, Section 1001)				
□ ** I AGREE					
** The list of certifications and assurances, or an internet specific instructions.	site where you may obtain this list, is contained in the announcement or agency				
Authorized Representative:					
Prefix: Mr. *First Name: Mark					
Middle Name:					
*Last Name: Stephens					
Suffix:					
*Title: City Manager					
*Telephone Number: 252-639-7 <del>500-</del> 2700	Fax Number:				
*Email: stephensm@newbernnc.gov					
* Signature of Authorized Representative:	* Date Signed: 11/09/2020				

#### ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009 Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

### PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant. I certify that the applicant:

- Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
- Will give the awarding agency, the Comptroller General
  of the United States and, if appropriate, the State,
  the right to examine all records, books, papers, or
  documents related to the assistance; and will establish
  a proper accounting system in accordance with
  generally accepted accounting standards or agency
  directives.
- 3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in pertwith Federal assistance funds to agence non-discrimination during the useful life of the project.
- Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- 5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

- Will comply with the Intergovernmental Personnel Act of 1970 (42 J.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A.a. OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which promibits the use of lead-based paint in construction or enabilitation of residence structures.
  - Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Ife VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. 6794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

- 11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 U.S.C. § §1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
- 14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of

- Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (Identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
- Will cat se to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations."
- Will comply with all applicable requirements of all other rederal laws, executive orders, regulations, and policies governing this program.
- Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
Mit	City Manager	
APPLICANT ORGANIZATION	DATE SUBMITTED	
City of New Bern	09/23/2020	-

SF-424D (Rev. 7-97) Back

OMB Number: 4040-0004 Expiration Date: 12/31/2019

Application	for Federal Assista	ance SF-424		
*1. Type of Submission:  Preapplication  Application  Changed/Corrected Application		* 2. Type of Application:  New Continuation Revision	* If Revision, select appropriate letter(s):  A: Increase Award  * Other (Specify):	
* 3. Date Received:  4. Applicant Identifier:				
5a. Federal Enti	ty Identifier.		5b. Federal Award Identifier:  B-20-MW-37-0025	
State Use Only	<i>'</i> :			
6. Date Receive	d by State:	7. State Application	n Identifier.	
8. APPLICANT	INFORMATION:			
* a. Legal Name	City of New Ber	n		
* b. Employer/Ta	expayer Identification Nur	mber (EIN/TIN):	*c. Organizational DUNS	
56-6000235			0755472080000	
d. Address:				
* Street1: 303 First Street  Street2:  * City: New Bern  County/Parish: Craven County  * State:				
Province:			NC: North Carolina	
* Country:			USA: UNITED STATES	
* Zip / Postal Co				
e. Organization	nal Unit:	V		
Department Nan			Division Name:	
Dept. of Development Services			Community & Economic Dev.	
f. Name and co	ntact information of pe	erson to be contacted on m	natters involving this application:	
Middle Name: * Last Name:	Ms. Fulmore	* First Name	e: D'Aja	
Suffix:				
Title: Communi	ty Development Co	pordinator		
Organizational A	ffiliation:			
* Telephone Num	nber: 252-639-7586		Fax Number:	
* Email: fulmo	red@newbernnc.gov	,		

* 9. Type of Applicant 1: Select Applicant Type:  C: City or Township Government	
C: City or Township Government	
Type of Applicant 2: Select Applicant Type:	
Type of Applicant 3; Select Applicant Type:	
* Other (specify):	
Surui (apecity).	
* 10. Name of Federal Agency:	
U.S. Department of Housing and Urban Development	
11. Catalog of Federal Domestic Assistance Number:	A
14.218	
CFDA Title:	
Community Development Block Grant (CDBG)/Entitlement Grant	
* 12. Funding Opportunity Number:	
N/A	
* Title:	<b>Y</b>
N/A	
13. Competition Identification Number:	
Title:	
14. Areas Affected by Project (Cities, Counties, States, etc.):	
Add Attachment Delete	Attachment View Attachment
15. Descriptive Title of Applicant's Project:	
FY 2020 Annual Action Plan for the Community Development Block Grant	CDBG) CARES Act Funding.

Application	n for Federal Assistan	ce SF-424			
16. Congres	sional Districts Of:				
* a. Applicant	p. Programminged MC-D3				
Attach an add	ditional list of Program/Project	Congressional Distri	icts if needed.		
			Add Attachment	Delete Attachment	View Attachment
17. Propose	d Project:				
* a. Start Date	07/01/2020			* b. End Date:	06/30/2021
18. Estimate	d Funding (\$):				
* a. Federal		346,735.00			
b. Applicant		0.00	ĺ		
* c. State		0.00	ĺ		
* d. Local		0.00	ĺ		
e. Other		0.00			
*f. Program I	ncome	0.00			
g. TOTAL		346,735.00		< /	*
* 19. Is Appli	cation Subject to Review E	v State Under Eve	cutive Order 12372 Pr	ocase?	
Yes  If "Yes", provential and the series are treed to subject me to the subject me t	ue, complete and accurate any resulting terms if I accordinal, civil, or administrations.	y (1) to the statement to the best of mept an award. I am trative penalties. (1)	Add Attachment  ments contained in the ny knowledge. I also aware that any false, U.S. Code, Title 218, S	Delete Attachment  list of certifications** a provide the required a fictitious, or fraudulent ection 1001)	View Attachment  and (2) that the statements ssurances** and agree to statements or claims may  the announcement or agency
	epresentative:				
Prefix:	Mr.	* Ein	st Name Mark		
Middle Name:	144.1		Mark.		
* Last Name:	Stephens				1
Suffix:	- Septemb	7			
· Title:	ity Manager				
* Telephone N			Fa	x Number.	
Email: step	hensm@newbernnc.gov				
	Authorized Representative:	N-	uf	>	* Date Signed: 02/23/2021

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

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As the duly authorized representative of the applicant, I certify that the applicant.

- Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
- Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
- Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- 5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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- 11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
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- 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of

Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States Local Governments, and Non-Profit Organizations."
- Will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.
- 20 Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
Med	City Manager	
APPLICANT ORGANIZATION	DATE SUBMITTED	
City of New Bern	02/23/2021	

SF-424D (Rev. 7-97) Back



## CERTIFICATIONS

#### CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan — It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

- 1. No Federal appropriated funds have been paid or will be paid, by or no behalf of it, to any person for influencing or attempting to influence an officer or employee of any accept, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3. It will require that the language of paragraph L and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (metading subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction—The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan —The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 — It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official Date

City Manager

Title

#### Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan — Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan - It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

- 1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).
- 2. Overall Benefit. The aggregate use of CDBG tonds, including Section 108 guaranteed loans, during program year(s) FY 2020, FY 2021, & FX 2022 a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.
- 3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDEO funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

#### Excessive Force - It has adopted and is enforcing:

- A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

9/23/2020

Date

City Manager

Title



#### APPENDIX TO CERTIFICATIONS

#### INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

**Lobbying Certification** 

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



#### CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing - The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan — It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

- 1. No Federal appropriated funds have been paid or will be paid, by or or behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (multiding subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction —The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 — It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701a) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

9/23/2020 Date

City Manager

Title

#### Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation — It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan — Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

- 1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).
- 2. Overall Benefit. The aggregate use of CDBG ands, including Section 108 guaranteed loans, during program year(s) FY 2020 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 purcent of the amount is expended for activities that benefit such persons during the designated period.
- 3. Special Assessments. It with not attempt to recover any capital costs of public improvements assisted with CDB a funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

#### Excessive Force -- It has adopted and is enforcing:

- 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint - Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws - It will comply with applicable laws.

Signature of Authorized Official

9/23/2020

Date

City Manager

Title



#### APPENDIX TO CERTIFICATIONS

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Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.





## RESOLUTION

#### RESOLUTION

BE IT RESOLVED BY THE BOARD OF ALDERMAN OF THE CITY OF NEW BERN:

WHEREAS, under Title I of the Housing and Community Development Act of 1974, as amended, the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to communities in the prevention or elimination of slums or urban blight, or activities which will benefit low- and moderate-income persons, or other urgent community development needs; and

WHEREAS, the U.S. Department of Housing and Urban Development has advised the City of New Bern that under Fiscal Year 2020, the City is eligible to apply for an entitlement grant under the Community Development Block Grant (CDBG) Program in the amount of \$258,814, a CDBG-CV Program in the amount of \$152,252; and

WHEREAS, the City of New Bern's Department of Development Services has prepared an Annual Action Plan for Fiscal Year 2020, which proposes how the entitlement grant funds will be expended to address the housing and community development needs identified in the City's Five Year Consolidated Plan; and

WHEREAS, a draft of the FY 2020 Annual Action Plan was on public display from August 28, 2020 through September 21, 2020 and the City held a series of public meetings and hearings on the said Plan and the comments of various agencies, groups, and citizens were taken into consideration in the preparation of the final document

#### NOW THEREFORE, BE IT RESOLVED:

SECTION 1. That the FY 2020 Annual Action Plan for the Fiscal Year 2020 CDBG and CDBG-CV Programs is hereby in all respects APPROVED and the City Clerk is hereby directed to file a copy of said Annual Action Plan for Fiscal Year 2020 with the official minutes of this meeting of this Board; and

SECTION 2. That the City is COGNIZANT of the conditions that are imposed in the undertaking and carrying out of the Community Development Block Grant Program with Federal financial assistance, including those relating to (a) the relocation of site occupants; (b) the prohibition of discrimination because of race, color, age, religion, sex, disability, familial status, or national origin, and other assurances as set forth under the certifications; and

SECTION 3. That the Mayor, on behalf of the City of New Bern, North Carolina, is AUTHORIZED to file an application for financial assistance with the U.S. Department of Housing and Urban Development which has indicated its willingness to make available funds to carry out the CDBG Program in the amount of \$258,814 and CDBG-CV Program

in the amount of \$152,252; and its further AUTHORIZED to act as the authorized representative of the City of New Bern to sign any and all documents in regard to these programs; and

SECTION 4. That the Mayor, on behalf the City of New Bern, North Carolina, is AUTHORIZED to provide assurances and/or certifications as required by the Housing and Community Development Act of 1974, as amended; and any other supplemental or revised data which the U.S. Department of Housing and Urban Development may request in review of the City's Application.

ADOPTED THIS 22<sup>nd</sup> DAY OR SEPTEMBER 2020.

DANA E. OUTLAW



# CARES ACT SUBSTANTIAL AMENDMENT RESOLUTION

#### RESOLUTION

WHEREAS, the City of New Bern, North Carolina is a recipient of grant funds under the Community Development Block Grant (CDBG) Program and Community Development Block Grant - Coronavirus (CDBG-CV) Program administered by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City of New Bern had previously approved budgets and Annual Action Plan for the FY 2020 CDBG Program; and

WHEREAS, through the March 27, 2020 passage of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, the City of New Bern will receive an allocation of CDBG-CV Round #1 funds in the amount of \$152,252 and \$194,483 in CDBG-CV Round #3 funds; and

WHEREAS, the City of New Bern has to amend its FY 2020 Annual Action Plan to be able to include the FY 2020 CDBG-CV funds in its FY 2020 Annual Action Plan; and

WHEREAS, HUD permits grant recipients to revise and amend its previous budgets and Annual Action Plans; and

WHEREAS, in accordance with the Federal Regulations governing the CDBG Program certain changes and revisions to the Annual Action Plans may be considered a substantial amendment as outlined in the New Bern's Citizen Participation Plan; and

WHEREAS, it has been determined that the proposed changes and revisions to the FY 2020 CDBG Program are a substantial amendment and the City's Citizen Participation Plan has been followed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

Section 1. The amendment to the FY 2019 Annual Action Plan is hereby approved as presented, which includes the following:

- a) CDBG-CV-20-01 CV-CDBG-CV Administration increase this project/activity budget by \$19,448 for a new project/activity budget of \$34,673.
- b) CDBG-CV-20-02 CV-Rent, Mortgage, and Utility Assistance increase this project/activity budget by \$175,035 for a new project/activity budget of \$312,062. In addition, the City has added mortgage assistance to pay for back mortgage payments to this project/activity description. This project/activity will be run by Religious Community Services (RCS) and Catholic Charities. RCS

will receive \$185,785 in CDBG-CV funds from the 1st and 3rd rounds of CDBG-CV funds. Catholic Charities will receive \$126,277 in CDBG-CV funds from the 3rd round of CDBG-CV funds.

Section 2. That the Mayor is hereby authorized to sign any related documents on behalf of the City and is authorized to submit the amended FY 2020 Annual Actions Plan to the U.S. Department of Housing and Urban Development.

ADOPTED THIS 23rd DAY OR FEBRUARY 2021.

DANA E. OUTLAW MAYOR

BRENDA E. BLANCO, CITY CLERK



# UPDATED CITIZEN PARTICIPATION PLAN RESOLUTION

# CITY OF NEW BERN COMMUNITY DEVELOPMENT BLOCK GRANT CITIZEN PARTICIPATION PLAN AMENDED SEPTEMBER 22, 2020

#### 1. Introduction

The Citizen Participation Plan provides for and encourages citizens, organizations, businesses and other stakeholders to participate in the development of the Consolidated Plan, any substantial amendments to the consolidated plan, and the annual performance report. This plan describes how the City of New Bern encourages and promotes participation through the establishment of policies and procedures for participation in the implementation of the Community Development Block Grant (CDBG).

The City of New Bern is required to adopt a Citizen Participation Plan that meets HUD's minimum requirements as set forth in the regulations for "Consolidated Submission for Community Planning and Development Programs" (24 CFR 91 Subpart B). In carrying out these requirements the City of New Bern understands that participation on the part of its citizens, organizations, businesses and other stakeholders is vital to the effectiveness of all Consolidated Plan activities.

The Citizen Participation Plan outlines procedures by which each of the requirements set forth in 91:105 of the Federal Regulations are carried out. This Plan is effective as of May 12, 2020 and remains in effect until such time as all activities assisted are completed, or until superseded by a new Plan

#### 2. Goals of the Citizen Participation Plan

- A. To provide for involvement of citizens, organizations, businesses and other stakeholders in the identification of community development needs and housing; review of proposed activities and assessment of program performance in accordance with the schedule that is adopted each year.
- B. To enable the City to respond to the needs of its citizens through community development and housing programs, policies and plans.
- C. To encourage citizens, particularly very low, low and moderate income persons, residents of blighted neighborhoods, members of minority groups, nonprofit agencies, public housing residents, the business and civic community, and special populations, to submit their comments, questions and proposals regarding the City of New Bern's Community Development Program

#### 3. Development of the Consolidated Plan

The Citizen Participation Plan requires that before adoption of the Consolidated Plan the City will provide the following information:

- A. The amount of assistance the City expects to receive from any grant funds and program income.
- B. The range of activities that may be undertaken including the estimated amount that will benefit very low, low-and-moderate income persons.
- C. The City's plans to minimize displacement.
- D. The City's specific action steps to end chronic homelessness.
- E. The City's long-term and short-term objectives for neighborhood revitalization strategies.
- F. The percentage of funds dedicated to target areas.
- G. The City's public hearing calendar and process for developing and submitting the Consolidated Plan.
- H. Provisions for receiving public comments on the proposed Plan.

#### 4. The Participation Process

The participation process will be conducted both at a community wide-level and in neighborhoods where redevelopment activity is proposed or underway. The community wide process involves consultations with businesses, developers, community and faith-based organizations, and other interested citizens concerning housing and redevelopment issues.

- A. Agency Consultation Process: Agency consultations will be a part of the ongoing process that includes service providers, advocacy groups and coordinating bodies responsible for providing services, especially to populations with special housing needs. City staff will meet throughout the year with a number of local housing, social service, homeless, and economic development agencies to determine the housing needs of specific populations and groups. The City also will consult with local health agencies to examine lead-based paint hazards within the local community.
- B. Public Housing Residents: The City will consult with the New Bern Housing Authority (NBHA) staff, Board, and residents of public and assisted housing developments to provide information about consolidated plan activities related to

its developments and surrounding communities so that the housing authority can make this information available at their annual public hearing required under the Comprehensive Grant program.

The City also will consult with NBHA to define and address the housing needs of its residents. The NBHA resident councils will also be informed of the Community and Economic Development Division's planned activities and benefits. This consultation also helps to ensure that activities with regard to local illegal drug activity elimination, neighborhood improvement programs, resident programs and services funded under the public housing program are coordinated to achieve comprehensive community development goals.

- C. Neighborhood Based Citizen Committees: The City will meet with citizen's groups such as neighborhood associations and residents' councils, primarily in redevelopment areas. The City may also meet with other neighborhood associations and citizen groups as needed.
- D. Community Development Advisory Committee (CDAC): The Board of Aldermen will appoint a committee to advise the staff and to assure that the citizen participation plan encourages the participation of all its citizens, including minorities and non-English speaking persons, as well as persons with disabilities. The CDAC will consist of private citizens appointed for three (3) year terms.

This process and schedule will be the established operating procedure for citizen participation and may be affected from one liscal year to the next in regard to the date of the public hearings, which is at the discretion of Board of Aldermen, as well as the timetable for the City of New Bern budget development.

### 5. Consolidated Plan Public Meetings

Each year the City will schedule at least two (2) public meetings for the development of an annual Action Plan for the City's housing and community development programs. The first of these will be held in the community as a "listening session" and the last as a public hearing at a Board of Aldermen meeting. The State of North Carolina's Open Meeting Law will be followed.

A. First Public Meeting: The first meeting or ("listening session will occur at the beginning of the planning process to review past program performance, to obtain views on community development and housing needs and to identify general strategic priorities for projected funding. The purpose of this meeting is to let very low, low- and moderate-income persons and residents of blighted neighborhoods offer their perceptions of problems within their neighborhoods and in the community at large and present proposals aimed at solving the problems. This meeting will take place at a community facility located within the areas where housing and community development activities are underway or

planned. Other meetings may be scheduled for the purpose of receiving input on housing needs and program priorities and funding.

- B. Public Hearing: The public hearing is held after staff has drafted the proposed annual budget and Consolidated Plan (or annual Action Plan) but prior to Board of Aldermen approval of the Plan. This public hearing will be held in the City Hall Courtroom.
- C. Public Notice: Notices of all public meetings will be advertised in the Sun Journal, no later than 10 days prior to the hearing. Public notices will indicate the date, time and location of the hearing, and the topics to be covered. The City will also post informational flyers about the public meeting at the New Bern-Craven County Public Library and recreation and community centers. Mailings (electronic where appropriate) will be sent to interested persons and entities and the public meeting notices will be posted on the City of New Bern's website at https://www.newbernnc.gov.
- D. Accessibility: All public meetings will be held at locations providing accessibility for persons with physical disabilities and take place in locations convenient to residents.

#### 6. Public Comment Period

The Consolidated Plan and each annual Action Plan will be made available in draft form to receive public comments at least thaty (30) days before final approval by the Board of Aldermen.

The draft Consolidated Plan will be available at the New Bern-Craven County Public library. The library is open weekend and evening hours and is accessible to the physically challenged. Copies of the draft Plan will also be available at the Development Services Department, the City Hall and the Stanley White Recreation Center. The draft plan will also be posted the City's website at https://www.newbernnc.gov.

The proposed plan will include public comments made either orally or in writing. A summary of these comments or views and a summary of any comments or views not accepted and the rationale for not accepting the comments will be attached to the final Consolidated Plan. Written responses will be provided to all written comments including complaints and grievances and/or proposals submitted during the Citizen Participation Planning process. The City will make every reasonable effort to provide a written response to all written comments within fifteen days of receipt of the comment. A concise summary of citizen participation and consultation process, including efforts to broaden public participation, will be included in the Consolidated or annual Action Plan.

#### 7. Adequate and Timely Information

All aspects of citizen participation in the City of New Bern government are conducted in an open manner, with freedom of access for all interested persons or groups. Information pertinent to the activities of the Community and Economic Development Division will be circulated to the public and made available for review in the Development Services Department during normal business hours of the City. This information will be made public subject to all applicable laws regarding confidentiality and person privacy in the Community Development office. Access to all documents is open except where prohibited by law. There may be a reproduction cost charged to persons requesting personal copies of Community Development documents. Every attempt is made to respond to written requests for information within 15 days of receipt.

#### 8. Non-English Speaking Persons

Where a significant number of very low, low and moderate income residents of blighted neighborhoods speak and read a primary language other than English, public hearing notices and basic information summaries will be produced and made available in the appropriate language(s).

Also, bilingual opportunities when appropriate will be made available at the public hearings. Informational material will be sent as appropriate to non-profit and social service organizations that serve non-English speaking residents.

#### 9. Persons with Disabilities

The Community and Economic Development Division will take steps to ensure that individuals with disabilities are able to participate in the public hearing and the consolidated planning process

For public hearings in the city Hall Courtroom, persons with disabilities should contact (252) 639-7586. It is the responsibility of the Community and Economic Development Department to request this service when required.

#### 10. Annual Performance Assessment and Reports

The Consolidated Annual Performance and Evaluation Report (CAPER) is a summary of Community Development Block Grant accomplishments for the past fiscal year. The CAPER will be sent to HUD ninety days after the completion of the program year. Prior to its submission, the Community and Economic Development Division will inform the public of the CAPER's availability for comment through the Sun Journal, the City's website (<a href="https://www.newbernnc.gov">https://www.newbernnc.gov</a>), and electronic notices.

Citizens will have 15 days to examine the report and provide comments prior to its submission to HUD. A summary of all comments or views will be attached to the CAPER submitted to HUD.

#### 11. Program Amendments

From time to time, the Consolidated Plan may be substantially amended to reflect changes in program activities and priorities. The following are considered substantial changes:

- Addition of a new activity or new priority (see D. below for threshold) not previously described.
- B. Cancellation of an activity category or deletion of a priority,
- C. A change in the purpose, scope, location, or beneficiaries of an activity, and
- D. A substantial change in the allocation or distribution of funds is defined as when the dollar amount of that change is equal to or greater than 20% of the City's current fiscal year federal budget by source (e.g., CDBG is undergoing a substantial change when 20% or more of that year's CDBG allocation plus CDBG program income is affected).

Prior to amending the Consolidated Plan, citizens will be given reasonable notice of, and opportunity to comment on, such proposed changes and the re-use of funds. The process to substantially amend the plan will include a minimum 10-day public notice prior to a public hearing (held in accordance with section 5c above) and a thirty-day (30) comment period to receive citizen comments on the proposed amendment prior to implementation.

Citizens' comments, orally or in writing, will be considered. A summary of the comments and the rationale for not accepting any comments will be attached to the substantial amendment of the Consolidated Plan.

#### 12. Technical Assistance

Technical assistance will be provided to citizen organizations and very low, low- and moderate-income persons upon request.

Examples of assistance include information on the CDBG law, neighborhood planning, review of accomplishments, briefings on community development requirements and opportunities, development of neighborhood goals and objectives, and design of neighborhood proposals.

#### 13. Complaint Procedure

Written or oral complaints or grievances concerning the Consolidated Planning process or the CDBG program should first be directed to the City's Community and Economic Development Division. It is the policy of the City to provide a procedure for the acknowledgement, presentation, consideration, investigation, and disposition of complaints received concerning Community Development programs.

The Community and Economic Development Division will make every effort to respond to all complaints within fifteen (15) days of receipt by sending a written response. Should the complainant not be satisfied, the complainant may arrange a meeting with the Development Services Director to discuss the complaint. If the complaint can still not be satisfied, a written complaint may be submitted in writing to the City Manager. Any citizen may make an oral or written petition to the Board of Aldermen to discuss problems not resolved at the staff level.

#### 14. Relocation Plan and Anti-Displacement Policy

Displacement will be minimized but when it is unavoidable, any person(s) displaced due to the activities of the Consolidated Plan programs will receive relocation assistance and relocation payments in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act). The Community Development staff will provide information and assistance one-on-one to prospective displaced persons.

#### 15. Declaration of an Emergency

When a Declaration of an Emergency has been ordered by the President of the United States, or the Governor of North Carolina, and regulatory flexibility is permitted by HUD, the City of New Bern will follow the following process concerning public hearings and public display of plans when necessary for public health reasons. These Emergency procedures will apply to the Five Year Consolidated Plan/Annual Action Plan amendments and initial Plan submissions, as permitted through regulatory waiver authority or programmatic flexibility:

- A. If the City is unable to hold open public hearings in person, the City will be allowed to instead hold virtual public hearings through conference calls or an online video conference call platforms as long as the public is able to provide public comments during the virtual public hearing.
- B. If the City is not able to publicly place the plans on public display at the locations referenced in the Citizen Participation Plan, the City will put the plans on the City's website (<u>https://www.newbernnc.gov</u>) and will also email copies of the plans to any person who will request a copy of the plans via email upon request.

- C. If the City Council is unable to conduct an open public forum type meeting, the City then can approve the plans at a City Council meeting through an on-line virtual City Council meeting, if an in-person Council meetings are not happening because of the Emergency.
- D. The public comment period for substantial amendments to the Five Year Consolidated Plan/Annual Action Plan will be five (5) days.
- E. The public comment period for the FY 2020 Five Year Consolidated Plan/Annual Action Plan submission will be five (5) days.
- F. All other requirements relative to the City's Citizen Participation Plan for Consolidated Plans remain in effect, including the consultation requirements, as required by 24 CFR 91.105.

ADOPTED THIS 22nd DAY OF SEPTEMBER 2020.

DANA E. OUTLAW, MAYOR

# COMMUNITY AND ECONOMIC DEVELOPMENT DIVISION DEVELOPMENT SERVICES DEPARTMENT CITIZEN PARTICIPATION ACTIVITIES JANUARY 1st THROUGH JUNE 30th

Monthly	Community Development Advisory Committee Meeting
February - March	Public Meetings and Listening Sessions to receive comments for development of Citizen Participation Plan, Consolidated Plan and Annual Action Plan.
	Conduct Needs Assessment to develop priorities for Annual Action Plan
End of February	Public Hearing to receive input from citizens on proposed Citizen Participation Plan
April	National Community Development Week- Proclamation to be adopted by Board or Aldermen to raise awareness of community and economic development programs.
	Public Comment period and Public Hearing on Consolidated Plan and Annual Action Plan.
Middle of May	Information booth at DUFFEST.
July	Public information meeting - Community and Economic Development Programs.
October	Information booth at MUMFEST.
January - February	Public Meetings and Listening Sessions to receive comments for development of Annual Action Plan.
March - April	National Community Development Week- Proclamation to be adopted by Board or Aldermen to raise awareness of community and economic development programs.
April - May	Public comment period and Public Hearing on Consolidated Plan amendment (if needed) and Annual Action Plan.
May	Information Booth at DUFFEST.



# COMMUNITY OUTREACH



# FIRST PUBLIC HEARING

#### PUBLIC HEARING NOTICE CITY OF NEW BERN, NC FY 2020 CDBG PROGRAM

Notice is hereby given that the City of New Bern, Craven County, NC will hold a public hearing on Monday, August 17, 2020 at 6:00 PM, prevailing time, in the Offices of the Development Services Department, 303 First Street, New Bern, North Carolina 28563. The Public Hearing will be virtual through Microsoft Teams. The conference call-in number is 1 - 302 - 202-1110 and the conference code is 352428. The New Bern Development Services Offices are accessible to persons with physical disabilities. If special arrangements need to be made to accommodate residents in order for them to participate in the public hearing, please call Ms. D'Aja Fulmore at (252) 639-7586, or by email address at <a href="FulmoreD@newbernnc.gov">FulmoreD@newbernnc.gov</a> or 711 for the hearing impaired, to make those arrangements.

The purpose of this public hearing is to discuss the City's Community Development Block Grant (CDBG) Program needs and the CDBG Covid Virus funds under the CARES Act. In particular, the housing, community development, public services and economic development needs of the City of New Bern. This information will be utilized by the City in its preparation of the FY 2020 Annual Action Plan including the use of FY CDBG-CV funds. The U.S. Department of Housing and Urban Development (HUD) has allocated \$ 258,814.00 in CDBG entitlement funds for FY 2020 and FY 2020 CDBG-CV funds in the amount of \$ 152,252.00. In order to receive those funds, the City of New Bern must prepare a One Year Annual Action Plan for the use of Federal funds. At least 70% of the CDBG funds must benefit low- and moderate-income persons living in the City of New Bern. The City will be preparing its CDBG application and it intends to afford residents, local agencies, and interested parties the opportunity to become involved in the planning process.

The following types of activities may be eligible for funding under the CDBG program: acquisition of property; disposition costs; improvements to public facilities, including the removal of architectural barriers; demolition and environmental clean-up; public services that are a new or a quantifiable increase in the level of service; interim assistance; relocation payments for persons displaced as a result of a CDBG activity; rehabilitation of houses; code enforcement; special economic development activities; special activities undertaken by a community based development organization; home ownership assistance for purchase; planning; environmental; program administration; audit; and other miscellaneous activities.

If the City would undertake an activity that would result in the displacement of families or individuals, then the City would utilize its policy for minimizing such displacement. Furthermore, the City is responsible for replacing all low- and moderate-income housing units that may be demolished or converted as a result of CDBG funds.

All interested residents are encouraged to attend this public hearing and they will be given the opportunity to present oral or written testimony concerning the needs of the City of New Bern and the use of CDBG funds to address those needs over the next fiscal year. Written comments may be addressed to Ms. Amanda Ohlensehlen, Economic and Community Development Manager, City of New Bern, 303 First Street, New Bern, NC 28563, or emailed to ohlensehlena@newbernnc.gov.

Hon. Dana E. Outlaw Mayor, City of New Bern



## LEGAL NOTICES LEGAL NOTICES LEGAL NOTICES

### NOTICE TO CREDITORS NORTH CAROLINA, CRAYEN CO 29-E-130

All persons, times and corporations basing claims against the listals of MICHAEL JASON IRELAND, Docassed, of Coren County, North Carolina, as notified to present the same to the personal representative lasted believe on or better MAY 17, 2525, or this notice will be pleaded to their or incrinery. All debtors of said estate are asked to make immediate sur-next.

netle Ireland Clay, Administrator of the Estate of Michael Jazan Ireland c/o Ernest C Richardson, III SGS Pollock SL New Barn, NC 28582

March 2, 9, 16, 21, 2020 (adv)

#### NOTICE OF SALE OF PERSONAL PROPERTY

Pursuant to N.C.G.S. Chapter 44A, Article 4, Plaza Mini Storige, pursuant to N.C.G.S. 44A-43 hareby gives Notice of Sale of Personal Property gue maint to the enforcement of a lien for impaid rent at The Plaza Mini Stori

The purpose of this public hearing is to gather information to ostermine the needs for the City of New Bern so the City can prepaire its City's NY 2020 Annual Action Plan to address those relate. The City must submit the plan to the U.S. Department of Housing and United Development or the use of Community Development Block Grant (CDRG) Entitlement Finds. The hearing will be used to solicit the views and community of in-dividuals and organizations concerning the housing. rgenizations concerning the housing, community ent, and fair housing needs in the City of New Be

The City of New fiern tass been cottled by the U.S. Department of HUD that it is eligible to resolve a CDBC entitlement great in the amount of SSS.814 for P 2000. In order to reacher those funds, the City of New Sern must prepare 38 Annual Action Place on bow 8 proposes in spend tripes hands. At least 70% of the CDBC funds must primarily benefit low-and moderate-horsome persons single in the City of the Burn. The City in fig preparation of the CDBG application, intends to all order residents, local agencies, and interested parties the opportunity to become involved in the planning process. If interested in being added to the CDBG application mailing list, please contact Ms. U/Aja Fulimore, Community Development Coordinator, at (52) 533-7366.

The following types of activities may be eligible for funding under the CDBG programs acquisition of property, disposition costs; insprevements in public facilities (solicities) the removal of artificiational betternity, flow-dotton and windownshield clean-up, public services that are new or a quantificable increases in the level of pervice, lettern assistance, roteation purposed for process displaced as a result of a CDBG activity, rehabilitation of houses, code enforcement, special increased development activities; special extrictes undertaken by a commany fraud development or gestations, home commands activities and contain by a commany fraud development or gestations, home commands activities.

the City would undertall an activity that would result in the displace-ment of families or individuals, then the City would affiain the policy for minimizing such displacement. Furthermore, the City is responsible for replacing all low- and moderate-income housing units that may be de-molished or convented as a result of the expenditure of CDBE flushs.

All interested residents are encouraged to attend this public hearing and they will be given the opportunity to present and or written instancery concerning the notice of the City of New Bern and the use of 1s COBE hands to address those resets. Written or and continuets should be di-rected to Me. CYA Fallowso, Commanyliv Development Coordinator, 300 First Street, PO Stor 1129, New Bern, NC 28553 or via phone at (252) 538-7366.

inrph 2, 2020 (ndv).

#### AMERINED NATICE OF FORECT OSLINE SALE

Jorder and by virtue of the power of sale contented in a certain Dated of Trust made by LINGMAN R. KERMAN (PRESENT RECORD OWNERGY). Lindings Kennach to A. Granz Whitney, Trusteely), daied the 28th day of June, 2013, and recorded in Sook 2509, Page 124. In Crawn Doubly Reg-latly, North Carolins, default hearing been made in the payment of the role thereby second by the acid Devel of Trust and the undersigned. Substi-tute Trustee Revises, licit. Inavirg been substituted as Trustee is made Devel of That by an instrument day recorded in the Office of the Register of Deeds of Crawn County, North Carolina and the holder of the noise en-dencing said violetheomas laving discreted that the Deed of Thus the fractions, the substrained sold substituted as the COUNTHOUSE DOOR IN THE CITY OF NEW SERN, ARRAYN COUNTY, NORTH CAROLINA, OR THE CUSTOMARY LOCATION DESIGNATED FOR PORTECLOSIME SALES, AT 10:28 AM ON MARCH 19, 2228 med with side COURTHOUSE DOOM IN THE CITY OF NEW SERN, CHAN'EN COUNTY NORTH CAROLINA, DR THE CUSTOMARY LOCATION DESIGNATED FOR FORECLOSURE SALES, AT 16:38 AM ON MARCH 16, 2826 and will sell to the highest bidder for cash the following real estate shasted in the Towards of Namber Eggl (8), in the County of Craven, North, Carolina, and being more particularly described in follows:

Personnt to N.C.O.S. Chapter 44A, Article 4, Plaza Mint Storage, personnt to N.C.O.S. 44A-40 bands gives Notice of Sale of Personal Property guarant to the enforcement of a lien for ungual rest at The Plaza Mint Storage, Name and Address of Bisser.

PALSA MINI STORAGE

### ALSA MINI STORAGE

### A

If the trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of this deposit. Reasons of soch inability to convey sociacle, but are not instead, to, the tilling of a basicingticy petition prior to the confilmation of the sale and ministratement of the least whost the knowledge of the trustee. If the undiding of the sale is challenged by any party, the trustee, in their sole discussion, if they believe the challenge to have more! may request the court is delice the sale to be void and return the deposit. The purchaser will have no further memody.

Any person who occupies the property pursuant to a restal agreement en-tered into or reserved on or after October 1, 2007, may after recording the notice of foresciouse said, terminate the restal agreement by providing written rector or termination to the landows, to be effective on a deal stated in the notice that is at least 10 days but not more than 90 days, af-ter the said saids contained in this contocle of sais, provided that the mort-pager has not coved the delast at the time the times the sovide of the other termination. Upon termination of a restal agreement, the mount is ta-ble for rest due under the creatal agreement provided to the effective date of the termination.

SITITUTE TRUSTEE SERVICES, INC SUBSTITUTE TRUSTEE Q/b Holithean Law Firm LLP P.D. Bez 1828 4317 Rainsey Streil oyetsville, North Carolina 23311 Phono No: (010)864-3088 Northeadsmiller promise the control of the contr

arch 2, 9, 2020 (adv)

#### NOTICE OF FORECLOSURE SALE

Union and by virtual of the power of table controlled in a certain Dead of Trust made by CHRESTOPHER P. ERDMAN, Ruchal L. Erdman Alvin Ru-chal E. Edman (MESCHP RECORD) OWNER(S). Controlled in Federal and Rachal L. Edman) is William R. Echela, Trainstally, fauld Sigharbier 24, 2007, and recorded in Book 16e, 2003, 47 Page 549 in Craws County Registry, North Carolina, debut having been made in the sprease of the promisecy note second by the said Eced of Trust and the undersigned, Substitust Trainstal Servicia, ich. Interview to the second of the desired said Deed of That by an instrument duly recorded in the Ordina of the Register of Deed Corner County, North Carolina and the holder of the soft evidencing said individuals in Institute with other local from the County of the County of the Carolina and the holder of the soft evidencing said individuals in Institute with other for the County County of the Carolina County, Footh CAROLINA UNIV. AND THE COUNT MARK LOCATION DESIGNATIVE FOR FOREILL SURE SALES, AT 10-30 AM ON MANCH 1, 2022 and with self to be Righest bidge for cash the following rail estate statuted in Harricot to Highest bidge for cash the following rail estate statuted in Harricot to Miles Sales for cash the following rail estate statuted in Harricot to 100 and 1

All flat contain life in parcial of land situated in Number Dis (8) Towards Coresin County, North Carolina and men particularly described as follows: Being Lot Reunder 3, Section 5, Addition 1, or Ketner Heights Subdivisio a map on plat of which is recovered in Map Book 9 at Page 99 in the Oil of the Register of Deeds of Circero County, reference to which is here made for greater containty of description, Together with improvements Castoff Bremott: mild property being located at 104 Sandy Lann, Havrido Later Bremott: mild property being located at 104 Sandy Lann, Havrido

rustine may, in the Trustee's sole discretions as provided in N.C.G.S. §45-21.23.

this excess tax, as well as the court costs of Forty-Five Cents (\$0.45) pe One Hundred Dollars (\$100.00) required by N.C.G.S. §7A-308(a)(1).

The property to be offered guartument to this action of uses as tempo offered for anals, hurselfe and conveyages of FSE, WHEREE ES, Wellette BE TEMES more the holder of the noise assured by the deed of trust-becomity agree-ment, or both. Joing foreclosed, nor the offerest, efficients, attomery, em-ployees, agents or authorised representative of either the Trustee or the holder of the noise half any propresentation or warranty entailing to the title of any prysicial, environmental, feetilith or authory conditions existing its, or, and or resulting to the property being offered for sain, and any and all re-sponsibilities or thabilities arising out of or in any way realings to say such condition are opposity discalanted. Ales, this property is lesing soft ex-centions are opposity discalanted. Ales, this property is lesing soft ex-

spoilt of five percent (5%) of the purchase price, or seven hundred by dollars (\$750.00), whichever is greater, is required and must be ten-rual in the form of certified funds at the time of the sale.

the truster is unable to convey title to the property for any reason, the sele reviewly of the purchaser is the return of the deposit. Reasons of such insidity to conveye include, but are not limited to, the filling of a basicitary petition price to the confirmation of the sale and minimatement of the case where the knowledge of the state. If the vasility of the sale is challenged by any party, the truster, in this sole discretion, if it believes the challenge to have most rainy proquent the count to obscare the sale to be void and minare the deposit. The purchaser will have no further remind.

Any person who socupies the property pursuant to a rental agreement en-tered into or renewed on or star October 1, 2007, may after receiving the notice of foreclosure sale, terminate the rental agreement by providing written redice of termination to the landdoort, to be effective or a calle tables in the notice that is all less if Days but not now than 00 days, at ter the sale date couldined to this notice of sale, provided that the mort-gager has not curved the default of the time to the same provides the notice of termination. Upon termination of a rental agreement, the tensat is lia-

SUBSTITUTE TRUSTEE SERVICES, INC. SUBSTITUTE TRUSTEE
c/e Hutchess Law Firm
P.O. Box 1928
4317 Hammay Street
Fayetsville, North Carolina 26311
Phone No. (910)864-8066
https://weies.leitchensiewfirm.com

## SOMETHING?

Find it in the Classifieds! Or if you don't find it in the "Lost & Found" section, you can place your own ad there and let the finder...find you! The Classifieds are your best connection to meet up with buyers, sellers, prospective employers or employees. Call today to place your Classifled Ad.

## Clässifieds

1-888-328-4802 · www.encClassifieds.com

Dev Ser, Virtual-Microsoft Teams - August 17, 2020

Name	Address	Email	Comment/Concern
Mike Williams	Habitat for Humanity	m Williams Ocraven aunty habitat.	· Wanted to know timeline on Entitlement funds. · Shelter needed, homeownership people still recovering from disaster, low income howsing need
Tony Gattin (city staff)	(AHended)	gattint@newber	
Amanda Ohlensehlen (city staff)	(Attended)	ohlensehlen A@ new	opernoc.gov N/A
D'Aga-Fulmore (city staff)	(Attended)	fulmored@newbe	smagor N/A

## 2020 Annual Action Plan Public Hearing

Antoinette Boskey	Habit for Humarity	county rabitations	Repairs for bw-income homeowners deferred maintenance storm-related people out offered it people out offered it
	0		Bend water better so it doesn't affect communities Lack of housing from storm Lack of housing from GOVID Housing #1

#### 2020 Annual Action Plan Public Hearing

#### **Needs Assessment- Public Comments**

#### August, 17, 2020- Virtual Meeting, Dev Services, Microsoft Teams, Conference Call

#### Mike Williams, Habitat for Humanity

"I would like to know the timeline on the Annual Action Plan process."

"This community needs shelter. Homeownership is still needed for those who are still recovering from Hurricane Florence. Also, we need low-income housing options. We also need assistance to be given to those who are low-income who need home repairs. Home maintenance continues to be an issue."

#### Antoinette Boskey, Habitat for Humanity

"This community needs repairs for low-income homeowners. I notice there is a lot of deferred maintenance, some of which is storm-related. The problem is that people simply cannot arrord it. Also, in the Duffyfield community, I feel like we should be working to find ways to bend the water a bit so that we don't see so much catastrophic flooding."

"Additional concerns include lack of housing due to Hurricane Florence and a lack of housing due to COVID-19."

"Housing is our number 1 priority."



# SECOND PUBLIC HEARING

: 1 of 2 08/25/2020 17:25:40 age.

15514913 **Order Number** 

O Number

89029 City of New Bern - LEGALS Customer

Accounts Payable Contact

PO Box 1129 Address1

Address2

New Bern NC 28563 City St Zip

(252) 639-2717 hone (252) 636-4108 ax

Gwen Landry Printed By . **Entered By** Gwen Landry

2020 AAP Second Hearing (eywords

Votes **Zones** 

Ad Number 17029844

Ad Key

GL - Gwen Landry Salesperson Publication New Bern Sun Journal

Classifieds Section Classifieds **Sub Section** 

015 Legal Notices Category **Dates Run** 08/28/2020-08/28/2020

Days

Size 2 x 9.88, 89 lines

Words 724 Ad Rate L1 Ad Price 381.39 **Amount Paid** 0.00 **Amount Due** 381.39

#### NOTICE OF PUBLIC HEARING AND DISPLAY OF THE FY 2020 ANNUAL ACTION PLAN AND THE AMENDED CITIZEN PARTICIPATION PLAN CITY OF NEW BERN, NORTH CAROLINA

To expedite the disbursement of the City's FY 2020 CDBG and FY 2020 CDBG-CV funds, via 24 CFR 5.110, the CARES Act authorizes HUD to grant waivers to the public notice, public comment, and citizen participation plan requirements found in 24 CFR 91.1051(2) and (k), 24 CFR 91.115I(2) and (i) and 24 CFR 91.401. The City of New Bern's Citizen Participation Plan is being revised to conform to HUD's new regulation quirements, including waivers which were granted to reduce the mix mum 30-day public comment period to a 5-day period, and a virtual pul lic hearing may be held instead of an in-person hearing. City buildings main partially closed to the public to protect public hearth during COVID-19 pandemic and personal attendance at public meetings and public hearings normally conducted in City Hall is not currently permit

Notice is hereby given that the City of New Bern, Craven Cour hold a public hearing on Tuesday, September 8, 2020 at 6:00 PM in the:

> City Hall Courtroom 300 Pollock Street New Bern, NC 28560

If special arrangements need to be made to accommodate residents with disabilities in order for them to participate in the public hearing, including a Spanish or Karen interpreter, please call Ms. D'Aja Fulmore, Community Development Coordinator, City of New Bern, at (252) 639-7586, or by email at fulmored@newbernnc.gov. To make arrangements for the hearing impaired, call 7-1-1 for Relay North Carolina TDD.

The purpose of the public hearing is to present the City of New Bern's FY 2020 Annual Action Plan for the use of Community Development Block Grant (CDBG) funds and CDBG Covid Virus funds under the CARES Act (CDBG-CV). The City intends to submit its FY 2020 Annual Action Plan in the amount of \$258,814 for FY 2020 CDBG funds and FY 2020 CDBG-CV funds in the amount of \$152,252. The FY 2020 CDBG and CDBG-CV Plans will be submitted to HUD on or before September 30, 2020.

In order to obtain the views of residents, public agencies, and other interested parties, the City of New Bern will place its FY 2020 Annual Action Plan on display from August 28, 2020 through September 28, 2020, at the following locations during normal operational hours:

#### Office of the Department of Development Services

303 First Street New Bern, NC 28560

08/25/2020 17:25:42 2 of 2 age

: 15514913 **Order Number** 

O Number

Customer

89029 City of New Bern - LEGALS

Accounts Payable Contact Address1 PO Box 1129

Address2

New Bern NC 28563 City St Zip (252) 639-2717 hone ax (252) 636-4108

rinted By Gwen Landry 3 **Entered By** Gwen Landry

2020 AAP Second Hearing (eywords

Votes **Zones** 

17029844 Ad Number

Ad Key

Salesperson GL - Gwen Landry Publication New Bern Sun Journal

Classifieds Section Classifieds **Sub Section** 015 Legal Notices Category

08/28/2020-08/28/2020 **Dates Run** 

Days

2 x 9.88. 89 lines Size

Words 724 Ad Rate L1 381.39 Ad Price 0.00 **Amount Paid** 381.39 **Amount Due** 

#### **New Bern-Craven County Public Library**

400 Johnson Street New Bern, NC 28560

The Community Development Block Grant (CDBG) and CDBG Covid Virus funds under the CARES Act (CDBG-CV) budget for FY 2020 can be accessed at the City of New Bern website: http://www.newbern-nc.org.

These plans will be available for examination during normal business hours of operation for a period of thirty (30) days until August 28, 2020. The FY 2020 CDBG and FY 2020 CDBG-CV Annual Action Plan and the Amended Citizen Participation Plan will be submitted to the Board dermen on September 28, 2020 at which time these documents will presented to the City of New Bern Board of Aldermen for approval at regular Board Meeting.

The Proposed FY 2020 Annual Action Plan and FY 2020 CDBG DV Plan were prepared after conducting a public hearing on hous nity development needs, meetings with horsing provider agaings with the City's staff and officials, and officials accordance with accordance with City's Five Year Consolidated Plan.

If the City would undertake an activity that would the displacement of families or individuals, then the City would be use its policy for minimizing such displacement. Furthermore, the City is responsible for replacing all low- and moderate-income housing units that may be demolished or converted as a result of CDBG Funds.

All interested persons, groups, and organizations are encouraged to attend this public hearing and will be given the opportunity to present oral or written testimony concerning the proposed plans and uses of Federal funds under the FY 2020 Annual Action Plan and FY 2020 CDBG-CV Plan. Written comments may be addressed to Ms. D'Aja Fulmore, Community Development Coordinator, City of New Bern, 303 First Street, New Bern, NC 28560, (252) 639-7586. Persons with learning and/or speech impediments may contact the City via 7-1-1.

Hon. Dana E. Outlaw, Mayor, City of New Bern, NC

August 28, 2020 (adv)

age : 1 of 2 09/01/2020 11:51:25

**Order Number** : 15515046

O Number

89029 City of New Bern - LEGALS

Contact : Accounts Payable
Address1 : PO Box 1129

Address2

City St Zip : New Bern NC 28563

Phone : (252) 639-2717 Fax : (252) 636-4108

Printed By : Gwen Landry Entered By : Gwen Landry

Ceywords : Correction Notice

lotes Lones Ad Number

Ad Key

Salesperson : GL - Gwen Landry
Publication : New Bern Sun Journal

17030328

Section : Classifieds
Sub Section : Classifieds

Category : 015 Legal Notices
Dates Run : 09/03/2020-09/03/2020

Days :

Size : 2 x 9.99, 90 lines

Words : 708
Ad Rate : L1
Ad Price : 385.12
Amount Paid : 0.00
Amount Due : 385.12

#### CORRECTION NOTICE

THIS NOTICE IS A CORRECTION TO THE PREVIOUS PUBLISHED NOTICE OF AUGUST 28, 2020.

NOTICE OF PUBLIC HEARING AND DISPLAY OF THE FY 2020 ANNUAL ACTION PLAN AND THE AMENDED CITIZEN PARTICIPATION PLAN CITY OF NEW BERN, NORTH CAROLINA

To expedite the disbursement of the City's FY 2020 CDBG and FY 2020 CDBG-GV funds, via 24 CFR 5.110, the CARES Act authorizes HUB to grant waivers to the public notice, public comment, and citizen participation plan requirements found in 24 CFR 91.105I(2) and k), 24 CFF 91.115I(2) and (i) and 24 CFR 91.401. The City of New Bern's Citizen Paticipation Plan is being revised to conform to HUD's new regulator requirements, including waivers which were granted to reduce it minimum 30-day public comment period to a 5-day period, and a virtual public hearing may be held instead of an in-person hearing.

Notice is hereby given that the City of New Horo, Craven Courty, NC will hold a public hearing on Tuesday, September 8, 2020 at 6:00 P.M. in the:

City Hall Courtroom 300 Pollock Street New Bern, NC 28560

If special arrangements need to be made to accommodate residents with disabilities in order for them to participate in the public hearing, including a Spanish or Karen interpreter, please call Ms. D'Aja Fulmore, Community Development Coordinator, City of New Bern, at (252) 639-7586, or by email at fulmored@newbernnc.gov. To make arrangements for the hearing impaired, call 7-1-1 for Relay North Carolina TDD.

The purpose of the public hearing is to present the City of New Bern's FY 2020 Annual Action Plan for the use of Community Development Block Grant (CDBG) funds and CDBG Covid Virus funds under the CARES Act (CDBG-CV). The City intends to submit its FY 2020 Annual Action Plan in the amount of \$258,814 for FY 2020 CDBG funds and FY 2020 CDBG-CV funds in the amount of \$152,252. The FY 2020 CDBG and CDBG-CV Plans will be submitted to HUD on or before September 30, 2020.

In order to obtain the views of residents, public agencies, and other interested parties, the City of New Bern will place its FY 2020 Annual Action Plan and Amended Citizen Participation Plan on display from August 28, 2020 through September 21, 2020, at the following locations during normal operational hours:

Office of the Department of Development Services

09/01/2020 11:51:25 2 of 2 age

: 15515046 **Order Number** 

O Number

89029 City of New Bern - LEGALS

Customer Accounts Payable Contact Address1 PO Box 1129

Address2

New Bern NC 28563 City St Zip (252) 639-2717 hone ax (252) 636-4108

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Correction Notice (eywords

Votes **Zones** 

New Bern, NC 28560

#### **New Bern-Craven County Public Library**

400 Johnson Street New Bern, NC 28560

The Community Development Block Grant (CDBG) and CDBG Covid Virus funds under the CARES Act (CDBG-CV) budget for FY 2020 can be accessed at the City of New Bern website: http://www.newbern-nc.org.

These plans will be available for examination during normal business hours of operation until September 21, 2020. The FY 2020 CDBG 2020 CDBG-CV Annual Action Plan and the Amended Citizen er 22, 20 Plan will be submitted to the Board of Aldermen on Septim at which time these documents will be presented to the Cally of New Board of Aldermen for approval at its regular Board Meeting.

The Proposed FY 2020 Annual Action Plan a were prepared after conducting a public henting on housing an nity development needs, meetings with housing provider agenc comm s, meetings with the City's staff and officials, and incordance with City's Five Year Consolidated Plan.

If the City would undertake an activity that would resum in the displacement of familles or individuals, then the City would utilize its policy for minimizing such displacement. Furthermore, the City is responsible for replacing all low- and moderate-income housing units that may be demolished or converted as a result of CDBG Funds.

All interested persons, groups, and organizations are encouraged to attend this public hearing and will be given the opportunity to present oral or written testimony concerning the proposed plans and uses of Federal funds under the FY 2020 Annual Action Plan, FY 2020 CDBG-CV Plan, and Amended Citizen Participation Plan. Written comments may be addressed to Ms. D'Aja Fulmore, Community Development Coordinator, City of New Bern, 303 First Street, New Bern, NC 28560, (252) 639-7586. Persons with learning and/or speech impediments may contact the City via 7-1-1.

Hon. Dana E. Outlaw, Mayor, City of New Bern, NC

September 3, 2020 (adv)

Ad Number 17030328

Ad Key

GL - Gwen Landry Salesperson Publication New Bern Sun Journal

Classifieds Section Classifieds **Sub Section** 015 Legal Notices Category

09/03/2020-09/03/2020 Dates Run

Days

2 x 9.99. 90 lines Size

Words 708 Ad Rate L1 385.12 Ad Price 0.00 **Amount Paid** 385.12 **Amount Due** 

#### Aldermen

Sabrina Bengel Jameesha Harris Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Jeffrey T. Odham



300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Dana E. Outlaw Mayor Mark A. Stephens City Manager Brenda E. Blanco City Clerk Mary M. Hogan Director of Finance

September 8, 2020- CDBG 2020 Annual Action Plan

Board of Aldermen Public Hearing

No public comments were received.



# SUBSTANTIAL AMENDMENT PUBLIC HEARING

Page : 1 of 2 01/27/2021 10:37:14

Order Number : 15518061

O Number

: 89029 City of New Bern - LEGALS

Contact : Accounts Payable
Address1 : PO Box 1129

Address2

 ity St Zip
 : New Bern NC 28563

 Phone
 : (252) 639-2717

 Fax
 : (252) 636-4108

Printed By : Gwen Landry : Gwen Landry

(eywords lotes CARES & FY 2020 Annual Action Plan

votes Zones Ad Number

Ad Key

Salesperson : GL - Gwen Landry
Publication : New Bern Sun Journal

17040309

Section : Classifieds
Sub Section : Classifieds
Category : 015 Legal Notices
Dates Run : 01/29/2021-01/29/2021

Days :

Size : 2 x 10.88, 98 lines

Words : 786
Ad Rate : L1
Ad Price : 414.91
Amount Paid : 0.00
Amount Due : 414.91

#### NOTICE OF PUBLIC HEARING CITY OF NEW BERN, NORTH CAROLINA

## CARES ACT FUNDING AND THE FY 2020 ANNUAL ACTION PLAN - SUBSTANTIAL AMENDMENT.

As a Federal Entitlement, the City of New Bern, North Carolina ("City") receives funding from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant Program (CDBG). On March 27, 2020 the U.S. Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136. According to the allocation of funds under that Act, and City in New Bern is a recipient of CDBG-CV funds. The City received two (2) allocations of the Community Development Block Grant — Coronavirus (CDBG-CV) funds. The first allocation received by the City was \$152,252 and in the third round of funding, the City received an allocation of \$194,483 for a total allocation of \$346,735 CDBG-CV leads

The purpose of this public hearing is to present a substantial emendment to the City of New Bern's FY 2020 Annual Action Plan for the use of CDBG-CV funds.

To expedite the disbursement of the City's FY 2020 CDEG-CV funds, via 24 CFR 5.110, the CARES Act authorized HUD to grant waivers to the public notice, public comment, and citizen participation plan requirements found in 24 CFR 91.1051(2) and (k), 24 CFR 91.1151(2) and (i) and 24 CFR 91.401. In accordance with the City of New Bern's Citizen Participation Plan and HUD's regulatory requirement, waivers were granted which reduces the required 30-day public comment period to a minimum 5-day period, a public hearing will be held at 6:00 P.M. PREVAILING TIME ON TUESDAY, FEBRUARY 9, 2021 in the City Hall Courtroom, 300 Pollock Street, New Bern, NC 28560. City Hall Courtroom is accessible to persons with physical disabilities. If special arrangements need to be made to accommodate residents in order for them to participate in the public hearing, including translation services, please call Ms. D'Aja Fulmore, Community Development Coordinator, City of New Bern, at (252) 639-7586, or by email at fulmored@newbernnc.gov, to make those arrangements by February 8, 2021. For persons with hearing impairments, please call 7-1-1 for TDD.

The City of New Bern adopted its FY 2020 Annual Action Plan and Budget for the use of CDBG funds on September 22, 2020. In accordance with CDBG program regulations, the City is allowed to make substantial amendments to its Annual Action Plan and Budget in accordance with the City's Citizen Participation Plan.

The City has determined that it is necessary to amend the approved FY 2020 CDBG program budget. The funds are proposed for new projects/activities and/or an increase in funding for previously approved

2 of 2 01/27/2021 10:37:14 age

**Order Number** : 15518061

O Number

89029 City of New Bern - LEGALS

Accounts Payable Contact Address1 PO Box 1129

Address2

Customer

New Bern NC 28563 City St Zip <sup>2</sup>hone (252) 639-2717 (252) 636-4108 ax

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(eywords Votes

CARES & FY 2020 Annual Action Plan

cones.

Ad Number 17040309

Ad Key

GL - Gwen Landry Salesperson Publication New Bern Sun Journal

Section Classifieds **Sub Section** Classifieds 015 Legal Notices Category 01/29/2021-01/29/2021 Dates Run

Days

Size 2 x 10.88, 98 lines

Words 786 Ad Rate L1 Ad Price 414.91 : 0.00 **Amount Paid Amount Due** : 414.91

#### projects/activities.

This is considered a substantial amendment in accordance with the City's Citizen Participation Plan as the following applies: new activities are proposed for funding and some previously approved activities have an increase in the budget amount and scope of the activity.

The substantial amendment to the FY 2020 Annual Action Plan is proposed as follows:

#### **FY 2020 CDBG-CV ACTIVITIES:**

- CDBG-CV-20-01 CV-CDBG-CV ADMINISTRATION Incre project/activity budget by \$19,448 for a new project/activity \$34,673.
- CDBG-CV-20-02 CV-RENT, MORTGAGE, AND UTILITY ASSISTANT increase this project/activity budget by \$175,035 for a new probudget of \$312,062. In addition the City has added martgage a to pay for back mortgage payments to this project/activity

The FY 2020 Annual Action Plan - Substantial Amendment A display for viewing by the public for a period of at least 5 day n public beginning on Monday, February 1, 2021 and ending on W loesday, bruary 17, 2021. Residents may view the substantial amendam Bern's website (http://www.newbern-nc.org) and at the following location during normal operational hours:

#### OFFICE OF THE DEPARTMENT OF DEVELOPMENT SERVICES 303 First Street New Bern, NC 28560

All interested residents are encouraged to participate in this public hearing and they will be given the opportunity to present oral or written testimony concerning the proposed amendment to the use of CDBG-CV funds under the FY 2020 Annual Action Plan. All comments received by February 17, 2021 will be considered by the City of New Bern prior to submittal of the substantial amendment to the City of New Bern Board of Aldermen at their Tuesday, February 23, 2021 meeting. Once approved, the City intends to submit the substantial amendment to HUD on or before February 26, 2021.

Written comments or oral comments may be addressed to Ms. D'Aja Fulmore, Community Development Coordinator, City of New Bern, 303 First Street, New Bern, NC 28560, (252)639-7586 or via email to fulmored@newbernnc.gov. Persons with hearing and/or speech impediments may contact the City via 711.

Hon. Dana E. Outlaw, Mayor, City of New Bern, NC

#### City of New Bern Board of Aldermen Meeting

Tuesday, February 9, 2021: 6:00pm, City Hall, 300 Pollock Street, New Bern, NC

This meeting opened at 6:00pm and roll call was taken by the Board of Aldermen.

At 7:00pm, the Board of Aldermen introduced Item 10 on the Board of Aldermen's agenda, to

Conduct a Public Hearing on Amending the 2020 Annual Action Plan for the Community Development Block Grant Program

Amanda Ohlensehlen, Community and Economic Development Manager greeted the Mayor and Board of Aldermen before making a presentation of the Substantial Amendment of the 2020 Annual Action Plan, Mrs. Ohlensehlen explained the definition of substantial amendment and told the Board that the City has received an allocation of \$194.483 from HUD's third round of CDBG-CV funding that needed to be included in the 2020 Annual Acton Plan, along with a small reduction in the 2020's allocation from \$258,814 to \$258,775. Mrs. Ohlensehlen explained that the total allocation of CDBG-CV funds received from HUD is \$346,735 and that this funding will be used to fund two nonprofit organizations, including Religious Community Services and Catholic Charities. Mrs. Ohlensehlen explained that these organizations will act as subrecipients to carry out an emergency rent, mortgage, and utility assistance program to lowmoderate households with delinquent bills due to COVID-19. Mrs. Ohlensehlen provided the CDBG 2020 Annual Action Plan Summary, which included \$258,775 as the Entitlement Fund. Of this fund, \$51,723 will be used for General Administration, \$107,052 will be used for Housing Rehabilitation, and \$100,000 will be used for the Duffyfield Stormwater Project. Mrs. Ohlensehlen also showed the summary displaying \$346,735 for the CDBG-CV fund, of which \$34,673 will be used for General Administration and \$312,062 will be used for Rent, Mortgage. and Utility Assistance

The Public Hearing opened at 7:10pm to receive public comment.

Alderman Johnnie Ray Kinsey asked Mrs. Ohlensehlen if the money given to these organizations would be used directly by the organization for anything or if the money would go directly towards helping citizens. Mrs. Ohlensehlen explained that the organizations will use 10% of funding given for their administrative costs and the remainder of funds would be used to address the needs of citizens.

Alderman Jeffery Odham asked Mrs. Ohlensehlen if the City was still having a hard time finding homes that could meet requirements for the CDBG Minor Housing Repair program. Mrs. Ohlensehlen responded, stating that a previous substantial amendment had been approved reallocating unspent funds that had remained over the years because of the inability to find homes that met requirements for the program.

Citizen, James Woods of 1903 Country Club Road, came forward and asked how the nonprofit organizations selected to receive CDBG-CV funds qualified to administer the rent, mortgage, and utility assistance programs.

Mrs. Ohlensehlen and D'Aja Fulmore, Community Development Coordinator, explained that the City worked to identify nonprofit agencies who have a substantial amount of history administering this type of program and these agencies were required to go through an evaluation process.

Citizen, James Woods, explained that he has a nonprofit organization, and he was unaware that he could receive these funds. Mr. Woods also asked what qualifies a homeowner to receive funds to rehab their properties.

Mrs. Ohlensehlen responded, stating that an evaluation process had taken place that involved nonprofit agencies submitting applications and being evaluated by their capacity to administer the program. Ms. Fulmore stated she had been in contact with the executive directors of the nonprofit agencies who submitted applications to collect perment agency information.

Mr. Woods responded telling the Board that he is a citizen of New Bern who has rental properties, and he has not been receiving the grant as a resident. Mr. Woods stated that he does not understand why the Redevelopment Commission will receive CDBG money to conduct housing rehabilitation within the City, but he cannot directly receive money for his properties. Mr. Woods stated that he feels the least amount is being done to contact citizens so they can apply. Alderwoman Jameesha Harris asked Mrs. Obtensenten to explain the process of advertising. Mrs. Ohlensehlen explained that all CDBG information is advertised in the newspaper, on the website, and placed on display at the Development Services offices. Alderwoman Sabrina Bengel asked how cruzens can apply for the housing rehabilitation program. Mrs. Ohlensehlen stated that the previous housing rehabilitation program was for citizens and resulted in an accumulation of unspent funds, as there was a shortage of applicants who could meet requirements. Mrs. Ohlensehlen explained that the 2020 Annual Action Plan proposes using these funds in partnership with the Redevelopment Commission to rehabilitate a home to make it ready for a new renter and increase the City's housing stock.

Alderman Odham asked if the City is required to funnel CDBG-CV funding to a nonprofit or if the City could directly administer this program. Mrs. Ohlensehlen stated that it is most advantageous to provide this funding to the selected subrecipient agencies, as these agencies already have experience administering this type of program.

Alderwoman Barbara Best stated that the Minor Housing Rehabilitation program needs to be activated with at least \$100,000 going towards that program to help citizens repair their homes. Mrs. Ohlensehlen responded, explaining that the CDBG allocation is not large enough to accommodate all projects suggested but CDBG staff has been working hard to get the most out of the funding that is provided.

Citizen James Wood asked what the difference is between the Redevelopment Commission receiving funds to rehabilitate a home versus him being able to receive these funds and rehabilitate his home.

Jeff Ruggieri, director of Development Services came forward to explain that Mr. Woods could apply to become a community redevelopment agency by going through the Federal process. Mr. Ruggieri also explained that just because someone has a nonprofit agency does not mean they can begin building and rehabilitating homes and receiving the federal funding to do so.





# SUBSTANTIAL AMENDMENT # 2 PUBLIC HEARING

# NOTICE OF PUBLIC HEARING CITY OF NEW BERN, NORTH CAROLINA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBSTANTIAL AMENDMENT TO FY 2020 & 2021 PROGRAM YEARS

Notice is hereby given by the City of New Bern, Craven County, NC that it will hold a public hearing on Tuesday, November 14, 2023 at 6:00 PM, prevailing time, in the courtroom on the second floor of City Hall, 300 Pollock Street, New Bern, NC 28560. City Hall and the City Hall Courtroom are accessible to persons with physical disabilities. If special arrangements need to be made to accommodate residents with disabilities in order for them to participate in the public hearing, including a Spanish or Karen interpreter, please call Ms. D'Aja Fulmore, Community Development Coordinator, City of New Bern, at (252) 639-7586, or by email at <a href="mailto:fulmored@newbernnc.gov">fulmored@newbernnc.gov</a>. To make arrangements for the hearing impaired, call 7-1-1 for Relay North Carolina TDD.

The purpose of this public hearing is to present substantial amendments to the City of New Bern's FY 2020 and 2021 Annual Action Plans for the use of Community Development Block Grant (CDBG) funds.

The City of New Bern previously adopted its FY 2020 and 2021 Annual Action Plans and Budgets for the use of CDBG funds. In accordance with CDBG program regulations, the City is allowed to make substantial amendments to its Annual Action Plans and Budgets in accordance with the City's Citizen Participation Plan.

The City has determined that it is necessary to amend the CDBG program year budgets for the previously approved Annual Action Plans. The funds will remain the same but new scope will be added.

These are considered substantial amendments in accordance with the City's Citizen Participation Plan as the following applies: the scope of previously approved projects/activities are being changed.

The substantial amendments to the CDBG Annual Action Plans are proposed as follows:

#### FY 2020 Program Year

IDIS # 34 - Housing Rehabilitation in the Five Points Area: The City is amending the project scope by changing it to the following: "Funds will be provided to the Redevelopment Commission to be used to rehabilitate a single-family home, which will be donated to Habitat for Humanity and sold to an eligible low- and moderate-income household in the Greater Five Points Area of the City. This is a multi-year activity." The line-item budget amount will not change.

#### FY 2021 Program Year

IDIS # 37 - Housing Rehabilitation in the Five Points Area: The City is amending the project scope by changing it to the following: "Funds will be provided to the Redevelopment Commission to be used to rehabilitate a single-family home, which will be donated to Habitat for Humanity and sold to an eligible low- and moderate-income household in the Greater Five Points Area of the City. This is a multi-year activity." The line-item budget amount will not change.

Copies of the Substantial Amendments will be on public display for a period of 30 days from Friday, October 27, 2023 to Monday, November 27, 2023. Copies are available at the following locations and may be viewed between normal business hours of 8:00 AM to 5:00 PM:

City Clerks' Office City Hall, 300 Pollock Street, New Bern, NC 28560

Office of the Department of Development Services 303 First Street, New Bern, NC 28560

New Bern-Craven County Public Library 400 Johnson Street, New Bern, NC 28560

All interested residents are encouraged to attend this public hearing and they will be given the opportunity to present oral or written testimony concerning the Substantial Amendments for the FY 2020 and 2021 CDBG Programs. All comments received during the period of display will be presented to the City Council at its Regular Meeting on Tuesday, November 28, 2023 at 6:00 PM. Written comments may be addressed to Ms. D'Aja Fulmore, Community Development Coordinator, City of New Bern, 303 First Street, New Bern, NC 28563, or emailed to <a href="mailto:fulmored@newbernnc.gov">fulmored@newbernnc.gov</a>. Persons with hearing and/or speech impediments may contact the City via 7-1-1.

Hon. Jeffrey Odham Mayor, City of New Bern, NC

# CITY OF NEW BERN

303 First Street, New Bern, NC 28560

# FY 2021 Annual Action Plan - Substantial Amendment # 1

For Submission to HUD for the Community Development Block Grant (CDBG) Program

December 12, 2023

Mayor:

Jeffrey T. Odham

City Manager:

Foster Hughes

Director of

**Development Services:** 

Jessica Rhue



CITY OF NEW BERN



# **Table of Contents**

PART I.	ES: E	XECU	TIVE SI	JMMARY

AP-05	Executive Summary – 24 CFR 91.200(c), 91.220(b)	1
	1. Introduction	
	2. Summary of the Objectives and Outcomes Identified in the Plan	14
	3. Evaluation of Past Performance	17
	4. Summary of Citizen Participation Process and Consultation Process	17
	5. Summary of Public Comments	19
	6. Summary of Comments or Views Not Accepted and the Reasons For Not	
	Accepting Them	19
	7. Summary	
PART I	I. PR: THE PROCESS	
PR-05	Lead & Responsible Agencies – 91.200(b)	21
	1. Agency/Entity Responsbile for Preparing/Administering the Plan	
AP-10	Consultation - 91.100, 91.200(b), 91.215(l).	
	1. Introduction	
	2. Agencies, Groups, Organizations, and Others Who Participated in the Proce.	SS
	and Consultations	
AP-12	Participation	
	Summary of citizen participation process	32
PART I	II. ANNUAL ACTION PLAN	
AP-15	Expected Resources – 91.220(c)(1,2)	36
AP-20	Annual Goals & Objectives	39
AP-35	Projects – 91.220(d)	41
AP-38	Project Summary	43
AP-50	Geographic Distribution – 91.220(f)	45
AP-55	Affordable Housing – 91.220(g)	48
AP-60	Public Housing – 91.220(h)	49
AP-65	Homeless and Other Special Needs Activities – 91.220(i)	51
AP-75	Barriers to Affordable Housing – 91.220(j)	55
AP-85	Other Actions – 91.220(k)	57
AP-90	Program Specific Requirements – 91.220(I)(1,2,4)	63

#### PART IV. APPENDIX

SF 424 Forms
Certifications
Resolution
Updated Citizen Participation Plan
Citizen Participation





#### Substantial Amendment # 1:

The City of New Bern has prepared a substantial amendment to its FY 2021 Annual Action Plan. The amendment to its FY 2021 Annual Action Plan is the following: IDIS Activity # 37 - Housing Rehabilitation in the Five Points Area: The City is amending the project scope by changing it to the following: "Funds will be provided to the Redevelopment Commission to be used to rehabilitate a single-family home, which will be donated to Habitat for Humanity and sold to an eligible low- and moderate-income household in the Greater Five Points Area of the City. This is a multi-year activity." The line-item budget amount will not change.

#### **Executive Summary**

#### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

The City of New Bern, North Carolina is a Federal entitlement community under the U.S. Department of Housing & Urban Development's (HUD) Community Development Block Grant (CDBG) Program. In compliance with the HUD regulations, the City of New Bern has prepared this FY 2021 Annual Action Plan for the period of July 1, 2021 through June 30, 2022. This Annual Action Plan is a strategic plan for the implementation of the City's Federal Programs for housing, community, and economic development within the City of New Bern. This is the third Annual Action Plan under the City's FY 2019-2023 Five-Year Consolidated Plan.

The FY 2021 Annual Action Plan is a collaborative effort of the City of New Bern, the community at large, social service agencies, housing providers, community development agencies, and economic development groups. The planning process was accomplished through public meetings, statistical data, review of the City's Comprehensive Plan, and other community plans.

#### **Available Funds:**

During the FY 2021 Program Year, the City of New Bern will receive the following Federal funds:

CDBG: \$268,768.00
 Total: \$268,768.00

#### FY 2021 CDBG Programs Budget:

The City of New Bern proposes to undertake the following activities with the FY 2021 CDBG Funds:

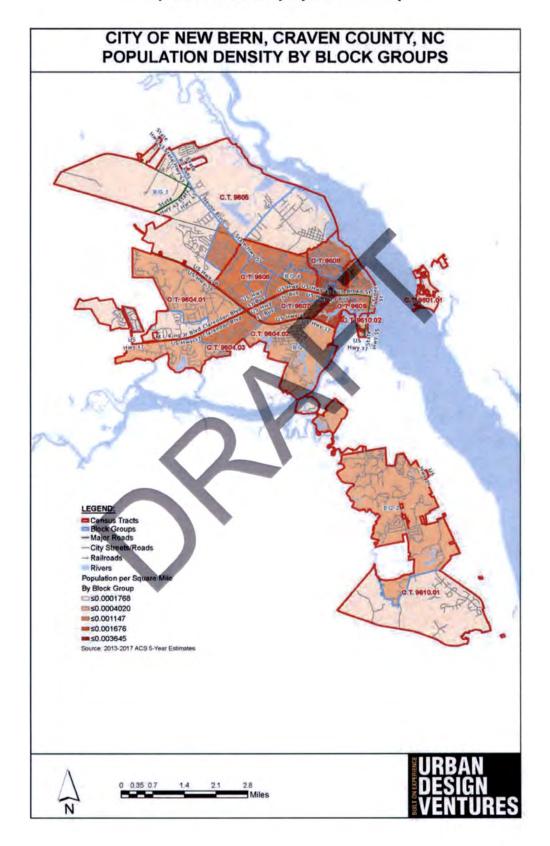
- CD-21-01 General Administration \$53,753.00
- CD-21-02 Housing Rehabilitation in the Five Points Area \$125,000.00
- CD-21-03 Duffyfield Stormwater Project \$90,015.00

#### Maps

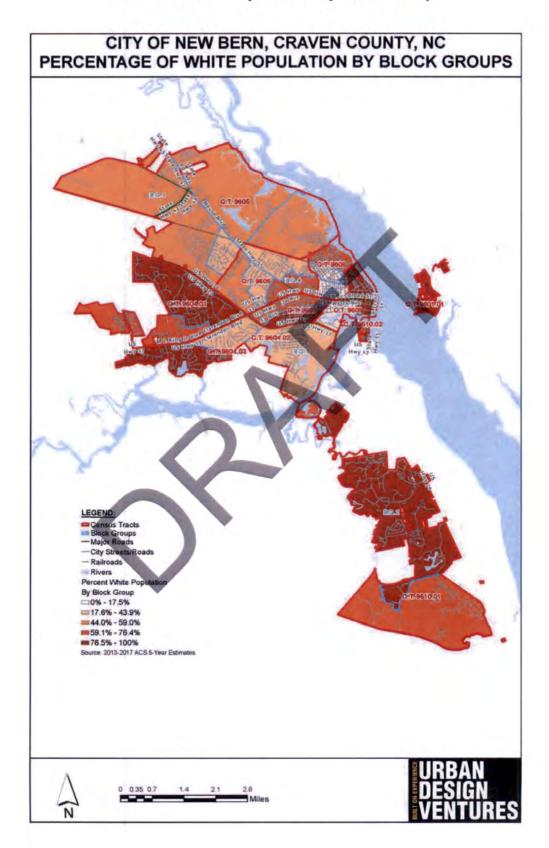
The following maps which illustrate the demographic characteristics of the City of New Bern:

- Percent White Population by Block Group
- Percent Minority Population by Block Group
- Number of People Aged 65+ by Block Group
- Percent Population Age 65+ by Block Group
- · Population Density by Block Group
- Housing Density by Block Group
- Percent Owner-Occupied Housing Units by Block Group
- Percent Renter-Occupied Housing Units by Block Group
- Percent Vacant Housing Units by Block Group
- Low/Moderate Income Percentage by Block Group
- Low/Moderate Income and High Minority Concentration by Block Group

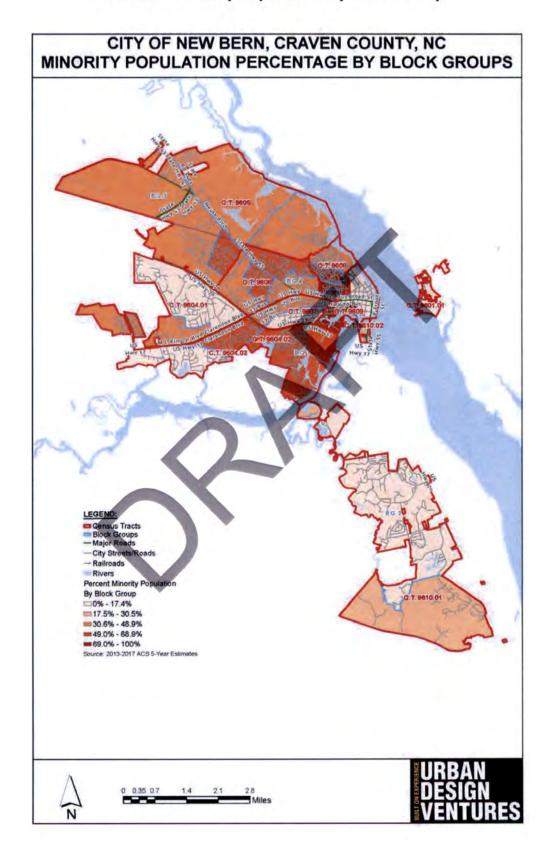
#### **Population Density by Block Group**



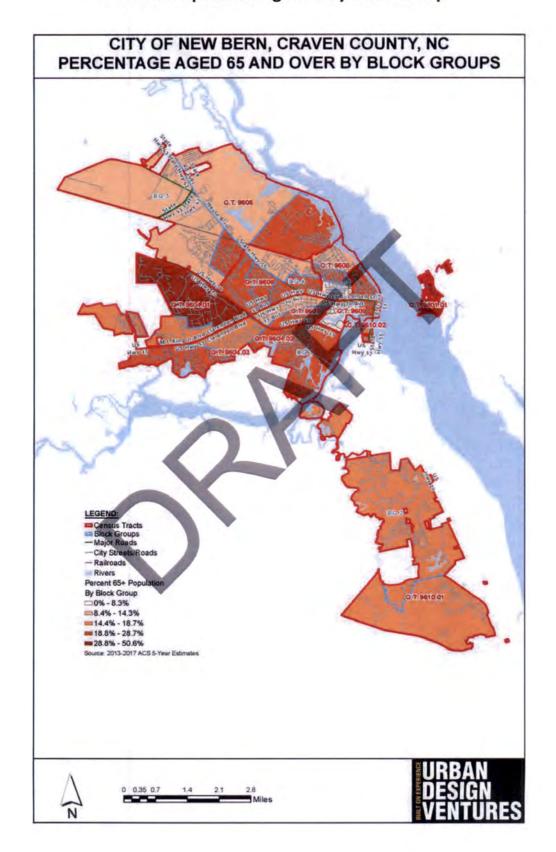
#### **Percent White Population by Block Group**



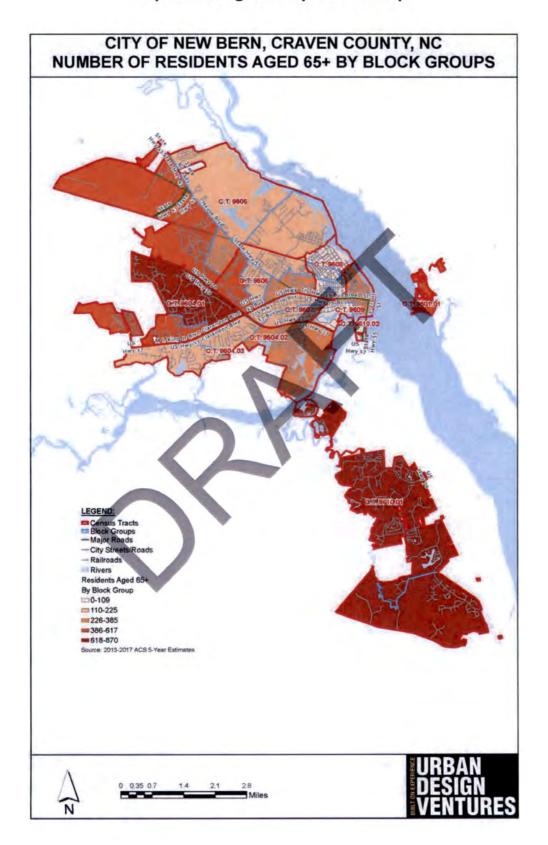
## **Percent Minority Population by Block Group**



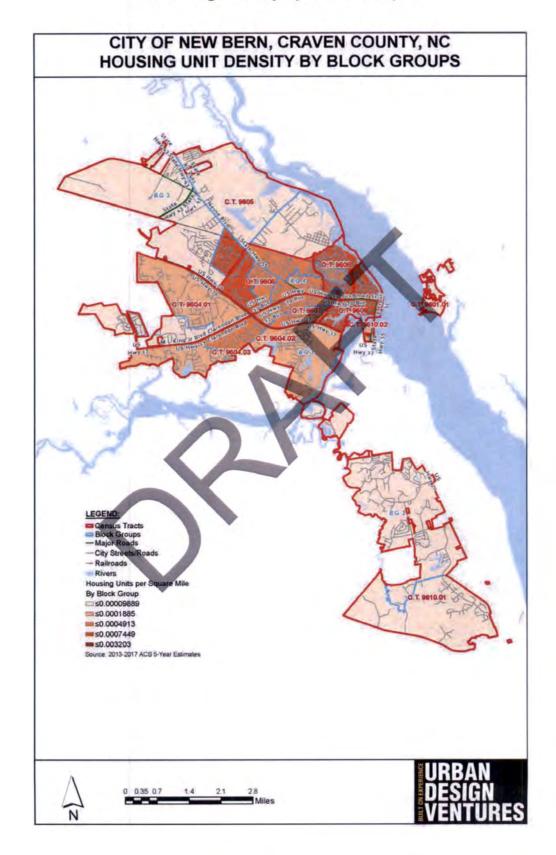
## Percent Population Age 65+ by Block Group



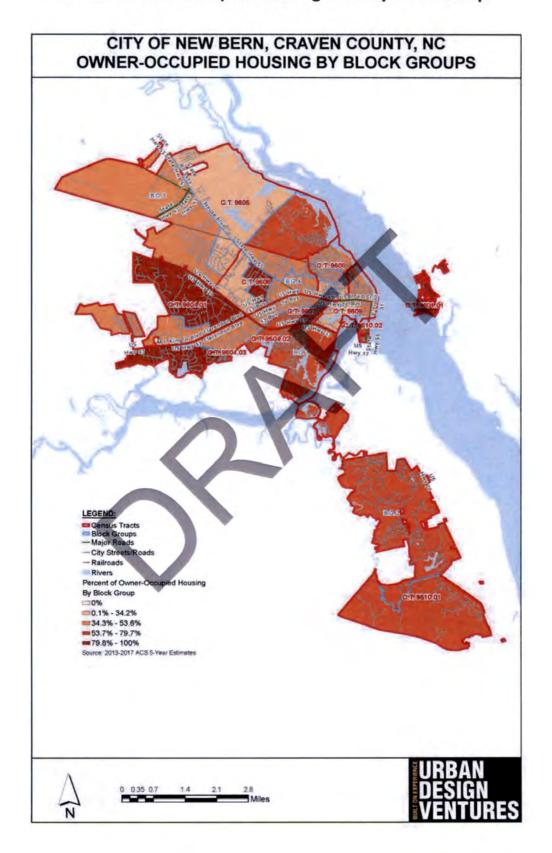
## Population Age 65+ by Block Group



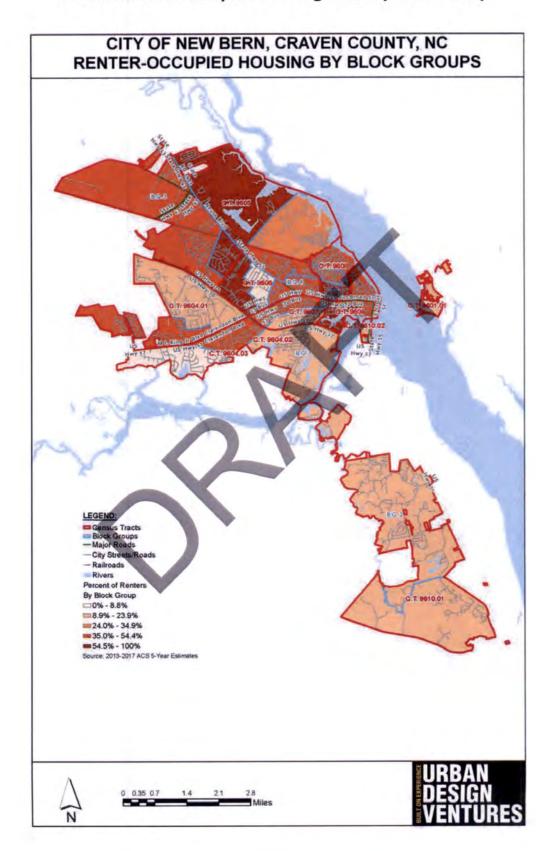
# **Housing Density by Block Group**



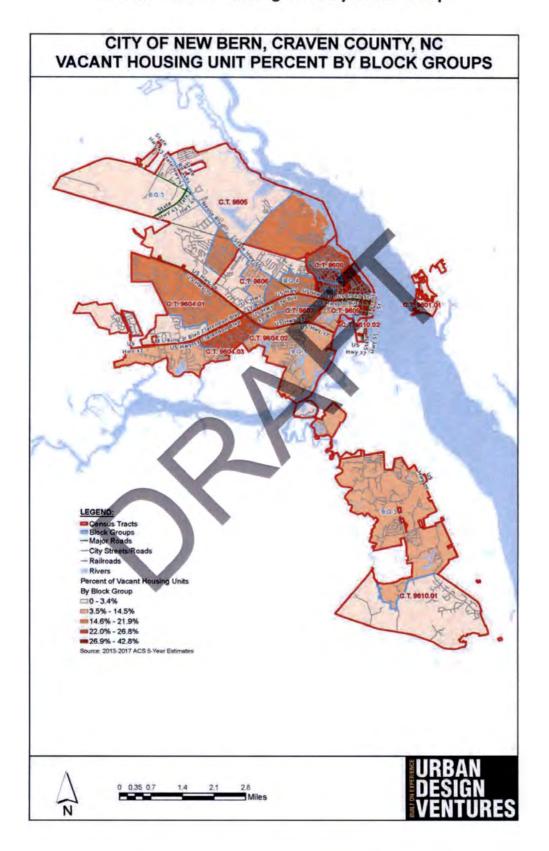
## **Percent Owner-Occupied Housing Units by Block Group**



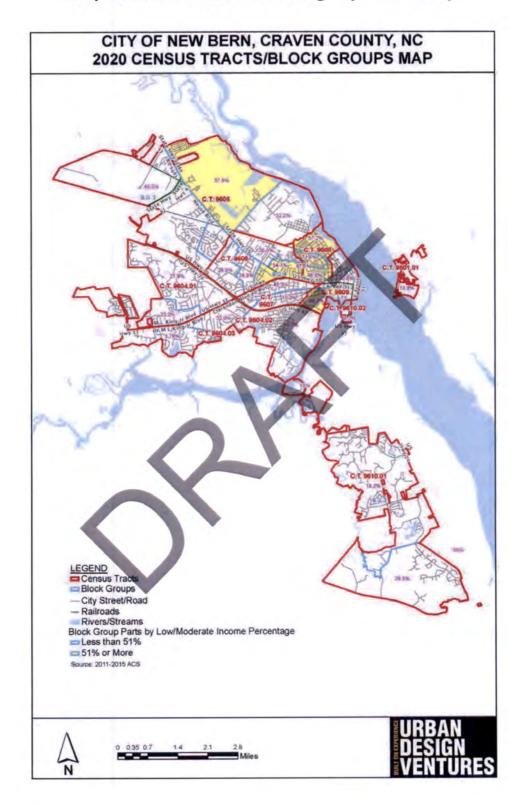
# Percent Renter-Occupied Housing Units by Block Group



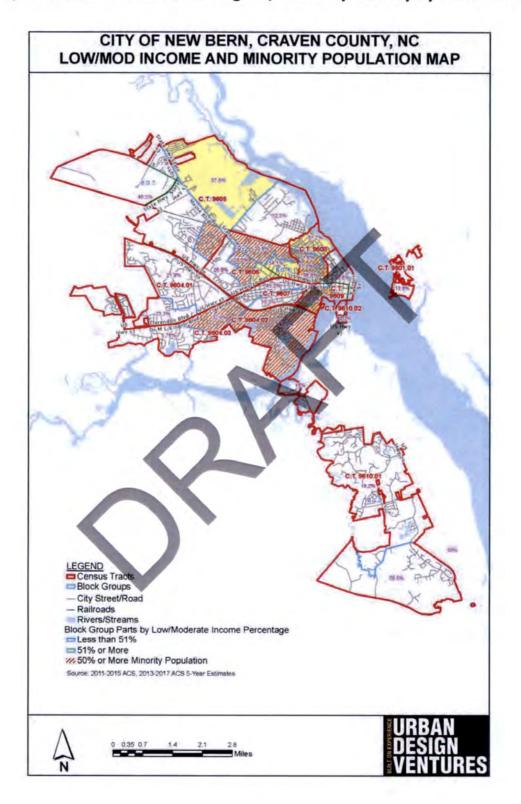
## **Percent Vacant Housing Units by Block Group**



# Low/Moderate Income Percentage by Block Group



## Low/Moderate Income Percentage w/ Minority Overlay by Block Group



## 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

This is the City of New Bern's third Five Year Consolidated Plan as an entitlement community. The "Vision" of this Five Year Consolidated Plan is to serve as a consolidated planning document, an application, and a strategic plan for the City of New Bern. As part of the Five Year Consolidated Plan, the community must develop goals and objectives. The following strategies with subsequent goals and priorities have been identified for the City of New Bern for the period of FY 2019 through FY 2023 for the use of Community Development Block Grant (CDBG) funds:

#### **HOUSING STRATEGY - HSS**

#### Goal:

Improve, preserve, and expand the supply of affordable housing for low- and moderate-income persons and families living in the City of New Bern.

## Objectives:

- HSS-1 Homeownership Promote and assist in developing homeownership opportunities for low- and moderate-income persons & families.
- HSS-2 Housing Construction Fromote and assist in the development of affordable housing, both rental and sales housing.
- HSS-3 Housing Rehabilitation Promote and assist in the preservation of existing owner and remain occupied housing stock in the City.
- HSS-4 Fair Nousing Affirmatively further fair housing by promoting fair housing choice throughout the City of New Bern.

#### **HOMELESS STRATEGY - HOM**

#### Goal:

Improve the living conditions and services for homeless persons and families in the City of New Bern and eliminate unfair housing practices that may lead to homelessness.

## Objectives:

 HOM-1 Housing - Promote and assist in developing housing opportunities for homeless persons and families, and those who are at-risk of becoming homeless.

- HOM-2 Operations/Support Promote and assist in program support services for the homeless.
- HOM-3 Homeless Prevention Promote and assist in anti-eviction and prevention of unfair housing practices which may contribute to homelessness.
- HOM-4 Rapid Rehousing Promote and assist in providing housing options for residents
  of the City of New Bern displaced by natural disasters or evictions.

#### SPECIAL NEEDS STRATEGY - SNS

#### Goal:

Improve, preserve, and expand facilities for persons with special needs and the disabled in the City of New Bern.

#### Objectives:

- SNS-1 Housing Promote and assist to increase the supply of affordable, decent, safe, sound, and accessible housing for the elderly, persons with disabilities, and persons with other special needs through rehabilitation of existing housing and new construction of accessible housing.
- SNS-2 Social Services Promote and assist in supporting social service programs and facilities for the elderly, persons with disabilities, and persons with other special needs.
- SNS-3 Accessibility Promote and assist in making accessibility improvements to owner occupied housing through rehabilitation and improve renter occupied housing by promoting reasonable accommodations for the physically disabled.

## COMMUNITY DEVELOPMENT STRATEGY - CDS

#### Goal:

Improve, preserve, and create new public and community facilities, infrastructure, and public services to ensure the quality of life for all residents of the City of New Bern.

## Objectives:

- CDS-1 Infrastructure Improve the City's infrastructure through reconstruction and new
  construction of streets, walks, curbs, ADA ramps, retaining walls, sewer, water, storm
  water management, bridges, bike trails, green infrastructure, etc.
- CDS-2 Community Facilities Improve the City's parks, recreational centers, community centers, and public community facilities through rehabilitation and new construction.

- CDS-3 Public Services Improve and increase public safety programs for the youth, the elderly, disabled, and target income population, including food programs and social/welfare programs throughout the City.
- CDS-4 Public Transit Promote the development of additional bus routes, bus shelters, and improve public transportation for low- and moderate-income persons.
- CDS-5 Clearance Remove and eliminate slum and blighting conditions through demolition of vacant and abandoned structures throughout the City.
- CDS-6 Architectural Barriers Remove architectural barriers and make public and community facilities accessible to the physically disabled.
- CDS-7 Public Safety Improve public safety through upgrades to facilities, purchase of new equipment, fire fighting and prevention, crime prevention, community policing, and ability to respond to emergency situations.

#### **ECONOMIC DEVELOPMENT STRATEGY - EDS**

#### Goal:

Increase and promote job creation, job retention, self-sufficiency, education, job training, technical assistance, and economic empowerment of low- and moderate-income residents of the City of New Bern.

## Objectives:

- EDS-1 Employment Support and encourage new job creation, job retention, employment, and job reming services.
- EDS-2 Financial Assistance Support business and commercial growth through expansion and new development with technical assistance and low interest loan programs.
- EDS-3 Redevelopment Program Plan and promote the development and redevelopment
  of vacant commercial and industrial sites, and facilities, and the revitalization efforts in
  the Greater Five Points Redevelopment Area and other residential neighborhoods.

#### ADMINISTRATION, PLANNING, AND MANAGEMENT STRATEGY - APM

## Goal:

Provide sound and professional planning, administration, oversight and management of Federal, state, and local funded programs.

#### Objectives:

 APM-1 Overall Coordination - Provide program management and oversight for the successful administration of Federal, state, and local funded programs, including planning services for special studies, environmental clearance, fair housing, performance evaluation, monitoring; and compliance with all Federal, state, and local laws and regulations.

## 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Each year, the City of New Bern prepares and submits its CAPER to HUD within ninety (90) days after the start of the new program year. The FY 2019 CAPER is the most recent CAPER to be completed by the City of New Bern. The CAPER was approved by HUD. The City obligated 100% of its CDBG funds for the benefit of low- and moderate-income persons. The City expended \$0.00 for public service activities, which was below the 15% public services cap. The City obligated \$46,960.00, which met the 20% administrative cap. The City a drawdown ratio was 2.76, which is above the 1.5 HUD requirement. The City of New Bern has substantially amended prior year Annual Action Plans to reallocate funding to the Dutyfield Stormwater project. The City intends to expend all of its funds on the project in a timely manner before the FY 2020 CAPER period, though the COVID-19 pandemic has caused delays in project construction.

## 4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Annual Action Plan has many components to gather citizen participation which includes: citizen participation plan; citizen participation process; Consultation Process; and the development of the annual action plan. Each component of this plan principally serves the needs of the low- and moderate-income population in the City.

The City developed the plan based on citizen input, the information obtained from agencies/organizations, and meetings with other City staff and departments. A "draft plan" and budget are annually prepared and placed on public display for a 30-day review and comment period. This is advertised in a local newspaper of general circulation in the City, with the times, dates, and locations where the plan may be examined. A public hearing on the plan was also advertised and conducted. Citizen, agency, and organization comments were either incorporated into the plan or if not included, the reason why the comments were not accepted are included in the plan.

The City of New Bern held a needs public hearing on March 1, 2021 at 6:00 PM. The public hearing was able to be attended in person or virtually. This hearing provided residents, agencies, and organizations with the opportunity to discuss the City's CDBG Program and to provide suggestions for future priorities and activities. The City of New Bern advertised the public needs hearing in the "Sun Journal" on Thursday, February 18, 2021.

The Second Public Hearing Notice was published on Thursday, April 28, 2021 in the "Sun Journal" and the Second Public Hearing was held on Tuesday, April 27, 2021 at 6:00 PM. During the Second Public Hearing, the residents were given the opportunity to comment on the draft version of the FY 2021 Annual Action Plan.

The "FY 2021 Annual Action Plan" was on display for a 30-day period beginning Friday, April 9, 2021 and ending Monday, May 10, 2021. The availability for review of the "draft plan" was advertised in the local newspapers and the plan was on display at the City of New Bern's website https://www.newbernnc.gov/departments/development\_services/index.php.

#### Schedule:

The following schedule was used in the preparation of the FY 2021 Action Plan:

- Publish Notice of Needs Hearing Thursday, February 18, 2021
- First Public Hearing Monday, March 1, 2021 at 6:00 PM in the Development Services
   Office and virtually
- Publish Notice of Display of Draft and Public Hearing in the Newspaper Thursday, April 8, 2021
- Annual Action Plan on Display Friday, April 9, 2021
- Second Public Hearing Tuesday, April 27, 2021 at 6:00 PM in the Craven Community College, Orringer Auditorium before the Board of Aldermen
- End of Annual Action Plan on Display Monday, May 10, 2021
- Board of Aldermen Adopts FY 2021 Annual Action Plan Tuesday, May 11, 2021
- Submission of Annual Action Plan to HUD on or before May 17, 2021

A more detailed analysis and description of the citizen participation process is contained in Section PR-15 Citizen Participation.

## Substantial Amendment # 1:

The City of New Bern placed the FY 2021 Annual Action Plan - Substantial Amendment on its website for public display from Friday, October 27, 2023 through Monday, December 11, 2023. The City held a Public Hearing on the Substantial Amendment on Tuesday, November 28, 2023 at 6:00 PM. The public hearing was held in the City Hall Courtroom, 300 Pollock Street, New Bern, NC 28560. The purpose of the Public Hearing was to present the Substantial Amendment to the residents.

## Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

A public hearing was held to seek input from interested residents and community organizations for the FY 2021 funds on Monday, March 1, 2021 at 6:00 PM at the Development Services Office and virtually. The City of New Bern advertised in the "Sun Journal" on Thursday, February 18, 2021. There was a total of seven (7) persons in attendance including two (2) City staff members.

The FY 2021 Annual Action Plan was placed on public display on Friday, April 9, and a Second Public Hearing was held in the Craven Community College, Orringer Auditorium before the Board of Aldermen on Tuesday, April 27, 2021 at 6:00 PM. A newspaper notice announcing that these documents were placed on public display was published on Thursday, April 8, 2021 in the "Sun Journal," a newspaper of general circulation in the area. Comments that were received at the Second Public Hearing are included in the Citizen Participation Section of the Annual Action Plan, which also includes the newspaper ads, sign-in sheets, agendas, and summaries of the meeting minutes.

## Summary of comments or views not accepted and the reasons for not accepting them

All comments and suggestions that were received have been accepted and incorporated into the planning documents.

## Summary

The FY 2021 Annual Action Plan for the City of New Bern includes the City's CDBG Program and outlines which activities the City will undertake during the program year beginning July 1, 2021 and ending June 30, 2022. This is the City's third year of the FY 2019-2023 Five-Year Consolidated Plan.

During the FY 2021 Program Year, the City of New Bern, North Carolina anticipates the following Federal financial resources:

CDBG: \$268,768.00
 Total: \$268,768.00

During the FY 2021 CDBG and CDBG-CV Program Year, the City of New Bern proposes to address the following strategies from its Five-Year Consolidated Plan:

- Housing Strategy;
- · Community Development Strategy; and
- Administration, Planning, and Management Strategy

A "draft" of the FY 2021 Annual Action Plan was placed on public display on the City's website at https://www.newbernnc.gov/departments/development\_services/index.php. The display period started on Friday, April 9, 2021 through Monday, May 10, 2021 for a 30-day display period. In draft Plan its website the City put the on addition, (https://www.newbernnc.gov/departments/development\_services/index.php). The Final Public Hearing was held on Tuesday, April 27, 2021 at 6:00 PM in the Craven Community College, Orringer Auditorium before the Board of Alderman to discuss the proposed activities and solicit resident comments. Upon completion of the 30-day comment period, the City of New Bern submitted the FY 2021 Annual Action Plan to the U.S. Department of Housing and Urban Development Greensboro Office on or before May 17, 2021.

#### Substantial Amendment # 1:

A copy of the Substantial Amendment was on public display for viewing on the City's website and at the Office of the Department of Development Services for a period of at least 30 days beginning on Friday, October 27, 2023 and ending on Monday, December 11, 2023.

The Substantial Amendment was reviewed and adopted at the City's Board of Alderman meeting on Tuesday, December 12, 2023. The FY 2021 Action Plan — Substantial Amendment was resubmitted in IDIS to HUD after it was approved by City's Board of Alderman.

## PR-05 Lead & Responsible Agencies – 91.200(b)

## Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	New Bern	Development Services Department
CDBG Administrator	New Bern	Development Services Department

Table 1 - Responsible Agencies

## Narrative (optional)

The City's Development Services Department is the Lead Agency that maintains and administers the City's CDBG funds and responsibilities. The City prepares the Five-Year Consolidated Plans, Annual Action Plans, Environmental Review Records (ERR's), the Consolidated Annual Performance and Evaluation Reports (CAPER), monitoring, pay requests, contracting, IDIS, and oversight of the programs on a day to day basis. In addition, the City of New Bern has retained the services of a private planning consulting firm to assist the City on an as needed basis.

## Consolidated Plan Public Contact Information

Ms. D'Aja Fulmore

Community Development Coordinator

City of New Bern's Development Services Department

**Economic and Community Development Office** 

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Website: http://www.newbernnc.gov

## AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

#### 1. Introduction

While preparing the FY 2021 Annual Action Plan, the City of New Bern consulted with the Housing Authority of the City of New Bern, Twin Rivers Opportunities, Inc., social services and housing agencies, and member organizations of Region 13 of the North Carolina Balance of State Continuum of Care.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of New Bern works with the following agencies to enhance coordination:

- The Housing Authority of the City of New Bern Improvements to public housing communities.
- Twin Rivers Opportunities, Inc. Section 8 Housing Choice Vouchers.
- Social Services Agencies funds to improve services to low and moderate income persons.
- Housing Providers funds to rehabilitate and develop affordable housing and provide housing options for low- and moderate-income households.
- Community and Economic Development Agencies funds to improve services to low and moderate income persons.

As part of the CDBG application planning process, local agencies/organizations are invited to submit proposals for CDBG funds for eligible activities. These groups participate in the planning process by attending the public hearings, consultation via phone and/or email, and submission of funding applications.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The leadership of Region 13 is responsible for acting as a member of the Balance of State CoC Steering Committee, the Coordinated Entry lead for the Region, the Point-in-Time and Housing Inventory Count lead for the region, and reviewing projects and processing state ESG grants for the regional geography.

Currently, Religious Community Services conducts its own referrals for services, and receives information from other agencies, shelters, police departments, hospitals, and churches. Once referred, Religious Community Services places Veterans first in their Emergency Shelters, and

follows up by filling beds with other families or individuals. All referrals to Religious Community Services through other entities are required to check with the local police department first. Religious Community Services has recently opened a Veterans transitional shelter in the area to complement its family emergency and transitional housing shelters.

The Point in Time Counts for Sheltered and Unsheltered homeless persons are completed on a designated date twice a year in the months of January and July. The results of the counts are available to the public on the North Carolina Balance of State CoC website.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

**ESG** – Coastal Women's Shelter and Religious Community Services receives ESG funds from the state. ESG funds for member counties and cities in the North Carolina Balance of State CoC are administered through the North Carolina Department of Health and Human Services Division of Aging and Adult Services. The CoC is consulted by NCDRHS regarding past program performance and involvement of ESG applicants. The CoC provides input on ESG applications and rates, ranks and reviews projects. This includes homeless service providers, Community Action Partnerships (CAPs), local/county/state governments, Housing & Redevelopment Authorities, and domestic violence, aging, mental health, and faith-based organizations.

Develop Performance Standards and Evaluate Outcomes – The North Carolina Balance of State CoC's written standards focus on a Housing First Model and follow the best practices of that model. The written standards utilize several strategies to increase the number of people who exit Emergency Shelter, Transitional Housing, and Rapid Re-housing to Permanent Housing destinations. Evaluations of these standards will be based on the length-of-time homeless measure of an individual or family who resides in emergency shelter, transitional housing, or rapid re-housing. The CoC seeks to make progress on the turnover rate of individuals and families, the targeting of individuals and families based on risk, and the number of positive exits into Permanent Housing.

HMIS – Throughout different times of the year, the CoC and the HMIS Lead work together to assess data quality throughout the CoC. This includes working on the Annual Homeless Assessment Report (AHAR), the Point In Time (PIT) count, project reviews/ranking, and working with individuals programs while completing their Annual Performance Reports (APRs). The system ensures data quality by requiring many of the universal data elements upon enrolling a participant into a program. Additionally, the system has an alert system with exit date reminders. The work flow of data entry has been updated to improve data quality. The HMIS Lead supports users through the staffing of a Help Desk and ongoing training opportunities. Agency users are able to run self-reports to assess their program's data quality. CoC-funded organizations are motivated

to provide good data quality, because the CoC has moved toward a data-driven project review and ranking system. Projects with poor data quality are more likely to show poor outcomes, which can impact their funding.

 Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

1.	Agency/Group/Organization	City of New Bern				
	Agency/Group/Organization Type	Other government - Local Grantee Department				
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy Community Development Strategy				
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City of New Bern was the lead entity on the Five Year Consolidated Plan. The City reviewed its program and funded activities that met the goals and objectives as outlined in the City's Five Year Consolidated Plan.				
2.	Agency/Group/Organization	New Bern Housing Authority				
	Agency/Group/Organization Type	Housing PHA				
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Anti-poverty Strategy Lead-based Paint Strategy Community Development Strategy				

How was the Agency/Group/Organization The Housing Authority of the City of New Bern was consulted and what are the anticipated contacted to determine the housing needs of its outcomes of the consultation or areas for very low-income clients. The City reviewed its improved coordination? program and funded activities that met the goals and objectives as outlined in the City's Five Year Consolidated Plan to address these housing needs. Agency/Group/Organization 3. **Habitat for Humanity of Craven County** Agency/Group/Organization Type Housing Services - Housing Services-homeless What section of the Plan was addressed Housing Need Assessment Homeless Needs - Chronically homeless by Consultation? Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis **Economic Development** Anti-poverty Strategy Community Development Strategy How was the Agency/Group/Organization Habitat for Humanity participated in the First consulted and what are the anticipated Public Hearing to discuss the needs of City outcomes of the consultation or areas for residents. improved coordination? TWIN RIVERS OPPORTUNITIES, INC Agency/Group/Organization Agency/Group/Organization Type Housing PHA Services - Housing

	What section of the Plan was addressed	Housing Need Assessment
	by Consultation?	Public Housing Needs
		Homelessness Strategy
		Homeless Needs - Chronically homeless
		Homeless Needs - Families with children
		Homelessness Needs - Veterans
		Homelessness Needs - Unaccompanied youth
		Non-Homeless Special Needs
		Economic Development
		Market Analysis
		Anti-poverty Strategy
	How was the Agency/Group/Organization	Twin Rivers Opportunities, Inc. was contacted to
	consulted and what are the anticipated	determine the housing needs of its very low-
	outcomes of the consultation or areas for	income clients.
	improved coordination?	
	Agency/Group/Organization	Religious Community Services
1	Agency/Group/Organization Type	Services - Housing
		Services-Children
		Services-Elderly Persons
		Services-Persons with Disabilities
		Services-Persons with HIV/AIDS
		Services-Victims of Domestic Violence
		Services-homeless
		Services - Victims
		Publicly Funded Institution/System of Care
	What section of the Plan was addressed	Housing Need Assessment
	by Consultation?	Public Housing Needs
		Homelessness Strategy
		Homeless Needs - Chronically homeless
		Homeless Needs - Families with children
		Homelessness Needs - Veterans
		Homelessness Needs - Unaccompanied youth
		Non-Homeless Special Needs
		Economic Development
		Market Analysis
		Anti-poverty Strategy

How was the Agency/Group/Organization Religious Community Services was contacted to consulted and what are the anticipated determine the needs of the community. outcomes of the consultation or areas for improved coordination? Agency/Group/Organization City of New Bern Redevelopment Commission Agency/Group/Organization Type Services-Housing Redevelopment Authority What section of the Plan was addressed **Economic Development** by Consultation? Anti-poverty Strategy Community Development Strategy How was the Agency/Group/Organization The City of New Bern Redevelopment Commission consulted and what are the anticipated submitted a request for funding to rehabilitate outcomes of the consultation or areas for rental housing. The City of New Bern will allocate improved coordination? FY 2021 CDBG funds to the project. **CRAVEN COUNTY** 7. Agency/Group/Organization Agency/Group/Organization Type Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Other government - County Regional organization Planning organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy			
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Craven County was contacted to determine the needs of the community.			
8.	Agency/Group/Organization	North Carolina Department of Health and Human Services			
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Health Services-Education Publicly Funded Institution/System of Care Other government - State Regional organization Planning organization			
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy Non-Homeless Special Needs Anti-poverty Strategy Community Development Strategy			
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	NCDHHS was contacted for health and lead-based paint statistics and information.			
9.	Agency/Group/Organization	CenturyLink			
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide			

R	What section of the Plan was addressed by Consultation?	Broadband Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	CenturyLink was contacted to determine the broadband access needs of the community.
10.	Agency/Group/Organization	Spectrum
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Broadband Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Spectrum was contacted to determine the broadband access needs of the community.
11.	Agency/Group/Organization	Craven County Public Library
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Education Services-Employment Other government - County Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy Community Development Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Craven County Public Library participated in the First Public Hearing to discuss the needs of City residents.

Table 2 – Agencies, groups, organizations who participated

## Identify any Agency Types not consulted and provide rationale for not consulting

All agency types were consulted and contacted during the planning process.

## Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?			
Continuum of Care	North Carolina Balance of State Continuum of Care	The City of New Bern is located in Region 13 of the North Carolina Balance of State Continuum of Care. The goals of the City and the Consortium of Care are complementary.			
Annual and Five Year Capital Plans	The Housing Authority of the City of New Bern	The Housing Authority of the City of New Bern is the lead agency providing public housing assistance in the City of New Bern. The goals of the City and the Housing Authority are complementary.			
FY 2019-2023 Five Year Consolidated Plan	City of New Bern, NC	The FY 2021 Annual Action Plan adopts the goals of the FY 2019-2023 Five Year Consolidated Plan. The activities undertaken during this program year will fall under one of the goals outlined in the Five Year Consolidated Plan.			
Greater Five Points Transformation Plan	City of New Bern Redevelopment Commission	They are incorporated in the Five Year Consolidated Plan and the Annual Action Plans.			
The New Bern Gateway Renaissance Plan	City of New Bern Redevelopment Commission	They are incorporated in the Five Year Consolidated Plan and the Annual Action Plans.			
Emergency Management Plan	Craven County Emergency Manager	They are incorporated in the Five Year Consolidated Plan and the Annual Action Plans.			
State Broadband Plan	North Carolina Department of Information Technology	They are incorporated in the Five Year Consolidated Plan and the Annual Action Plans.			

Table 3 - Other local / regional / federal planning efforts

## Narrative (optional)

The City of New Bern's Department of Development Services' Economic and Community Development Office is the administrating agency for the CDBG program. Close coordination is maintained with other City departments such as the Public Works, Parks & Recreation, Public Utilities, Administration, Police and Fire Departments, the City of New Bern Housing Authority,

Twin Rivers Opportunities, Inc., and the City of New Bern Redevelopment Commission, as well as County departments such as the Eastern Carolina Council, Craven County Economic Development, Craven County Schools, and the North Carolina Balance of State Continuum of Care. Coordination with various non-profit organizations, such as the Coastal Women's Shelter, Religious Community Services of New Bern, Interfaith Refugee Ministries, and NCWorks helped aid the planning process and develop priorities. The City works closely with the Craven County Commissioners and County staff to address projects and activities that extend beyond the City limits. The City and the County agencies have a good working relationship.



## AP-12 Participation - 91.105, 91.200(c)

## 1. Summary of citizen participation process/Efforts made to broaden citizen participation

## Summarize citizen participation process and how it impacted goal-setting

This Annual Action Plan was developed in accordance with the City's Citizen Participation Plan. The City of New Bern advertised for a needs hearing in "The Sun Journal" on Thursday, February 18, 2021. On Monday, March 1, 2021 at 6:00 pm, the City of New Bern held both an in person and a virtual public needs hearing.

A "draft" of the FY 2021 Annual Action Plan was placed on public display on the City's website at (<a href="https://www.newbernnc.gov/departments/development\_services/index.php">https://www.newbernnc.gov/departments/development\_services/index.php</a>). The display period started on Friday, April 9, 2021 and ended on Monday, May 10, 2021 for a 30-day display period. A second public hearing was held on Tuesday, April 27, 2021 at 6:00 PM to discuss the proposed activities and solicit resident comments. Upon completion of the public comment period, the City of New Bern submitted the FY 2021 Annual Action Plan to the U.S. Department of Housing and Urban Development Pittsburgh Office on or before Monday, May 17, 2021.

#### Substantial Amendment # 1:

The City put the "draft" FY 2021 Annual Action Plan — Substantial Amendment on public display on the City's website: at <a href="http://www.newbern-nc.org">http://www.newbern-nc.org</a> and at the following location during normal operational hours: Office of the Department of Development Services, 303 First Street, New Bern, NC 28560.

The display period started on Friday, October 27, 2023 and ending on Monday, December 11, 2023 for at least a 30-day display period. A public hearing was held on Tuesday, November 28, 2023 at 6:00 P.M. to discuss the proposed substantial amendment and solicit resident comments. Upon completion of the public comment period, the City of New Bern submitted the FY 2021 Annual Action Plan – Substantial Amendment to the U.S. Department of Housing and Urban Development Greensboro Office on or before Monday, December 18, 2023.

## Citizen Participation Outreach

#	Mode of Outreach	Target of Outreach	Summary of Response / Attendance	Summary of Comments Received	Summary of Comments Not Accepted and Reasons	URL (If applicable)
1.	Newspaper Ad #1	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies / Organizations	None.	None.	None.	Not Applicable.
2.	Public Meeting #1	Minorities Persons with disabilities Non-targeted /broad community Residents of Public and Assisted Housing Agencies / Organizations	The City held a public needs hearing on Monday, March 1, 2021 at 6:00 pm. There was a total of five (5) attendees in addition to the two (2) City staff members.  See meeting summary comments, the sign-in sheets, and agendas for the Public Hearings in the Exhibit Section.	See the Public Hearing comments in the Exhibit section of the FY 2021 Annual Action Plan.	All comments were accepted.	Not Applicable.
3.	Internet Outreach	Minorities Persons with disabilities Non-targeted /broad community Residents of Public and	None.	None.	None.	https://www.ne wbernnc.gov/de partments/devel opment service s/index.php

#	Mode of Outreach	Target of Outreach	Summary of Response / Attendance	Summary of Comments Received	Summary of Comments Not Accepted and Reasons	URL (If applicable)
		Assisted Housing Agencies / Organizations				
4.	Newspaper Ad #2	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies / Organizations	None.	None.	None.	Not Applicable.
5.	Public Hearing #2	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Social Services and Housing Agencies	The City held its Second Public Hearing on Tuesday, April 27, 2021 at 6:00 pm to discuss the Draft FY 2021 Annual Action Plan.	See the Second Public Hearing comments in the Appendix section of the FY 2021 Annual Action Plan.	None.	https://www.ne wbernnc.gov/de partments/devel opment service s/index.php
6.	Substantial Amendment # 1 - Newspaper Ad	Minorities  Persons with disabilities	On Thursday, October 26, 2023, the City of New Bern published the Substantial	None.	None.	Not Applicable.

#	Mode of Outreach	Target of Summary of Outreach Response / Attenda		Summary of Comments Received	Summary of Comments Not Accepted and Reasons	URL (If applicable)	
		Non-targeted/broad community  Residents of Public and Assisted Housing  Agencies/Organizations	Amendment Public Hearing Notice in the newspaper.	/			
	Substantial Amendment # 1 - Public Meeting	Minorities  Persons with disabilities  Non-targeted/broad community  Residents of Public and Assisted Housing  Agencies/Organizations	The Substantial Amendment Public Meeting was held on Tuesday, November 28, 2023 at 6:00 PM to discuss the Substantial Amendment for the City.	Meeting minutes can be found in the appendix section of this Annual Action Plan – Substantial Amendment.	All comments were accepted.	Not Applicable.	
s.	Substantial Amendment # 1 - Internet Outreach	Minorities  Persons with disabilities  Non-targeted/broad community  Residents of Public and Assisted Housing	None.	None.	None.	http://www.ne wbern-nc.org	

Table 4 – Citizen Participation Outreach

## **Expected Resources**

## AP-15 Expected Resources - 91.220(c)(1,2)

#### Introduction

The following financial resources are identified for the FY 2021 Annual Action Plan to address the priority needs and goals/strategies identified in the City of New Bern's FY 2019-2023 Five-Year Consolidated Plan.

The City of New Bern is receiving \$268,768 in CDBG funds for the FY 2021 program year The program year goes from July 1, 2021 through June 30, 2022. These funds will be used to address the following strategies:

- Housing Strategy;
- · Community Development Strategy; and
- · Administration, Planning, and Management Strategy

The accomplishments of these projects/activities will be reported in the FY 2021 Consolidated Annual Performance and Evaluation Report (CAPER).

## **Anticipated Resources**

	165		Expected Amount Available Year 1				<b>Expected Amount</b>	
Program	Source of Funds	Uses of Funds	Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	Available Remainder of Con Plan \$	Narrative Description
CDBG	public – federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$268,768.00	\$0.00	\$0.00	\$268,768.00	\$534,756.00	Three (3) projects/activities were funded based on the FY 2021 CDBG allocation.

# Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

In addition to the entitlement funds, the City of New Bern anticipates the following Federal resources may be available to local non-profit organizations to undertake the housing strategies identified in the Five Year Consolidated Plan.

- Supportive Housing Program
- Low-Income Housing Tax Credit Program (LIHTC)
- Section 8 Rental Assistance Program
- Public Housing Capital Fund Program
- Rental Assistance Demonstration (RAD)

Private and non-Federal resources that may be available to the City of New Bern in FY 2021 to address needs identified in the FY 2019-2023 Five Year Consolidated Plan are listed below.

- EDA Workforce Development Grant The United States Economic Development Administration fields a competitive application for workforce development funding.
- Golden LEAF Funding This North Carolina grant supports workforce development in rural areas
  of the state of North Carolina that were once dependent on agriculture and tobacco farming.
- Tobacco Trust Fund Grant The North Carolina Tobacco Trust Fund (NCTTFC) was created to
  assist current and former tobacco farmers, former quota holders, persons engaged in tobaccorelated business, and individuals displaced from tobacco-related employment that were affected
  by the major tobacco settlement in 1998. These funds are used for projects that support
  employment for these groups.
  - Federal Home Loan Bank Affordable Housing Program (AHP) Congress has mandated that ten
    (10%) of the Federal Home Loan Bank's profits be allocated to provide affordable housing. The
    FHLB encourages its members to work with public agencies and non-profit housing development
    organizations in creating highly leveraged affordable housing initiatives. Both sales and rental
    housing are eligible.

# If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of New Bern owns 118 vacant lots in the Greater Five Points Area. The City intends to build affordable housing on these lots. The lots are scattered throughout the Area. Some are buildable and meet the zoning requirements, others are not and will be transferred by sale or donation to adjacent property owners.

#### Discussion

Not Applicable.

# **Annual Goals and Objectives**

## **AP-20 Annual Goals and Objectives**

## **Goals Summary Information**

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1.	HSS-1 Homeownership	2019	2023	Affordable Housing	Greater Five Points Low- and Moderate-Income Areas	Housing	CDBG: \$125,000	Homeowner Housing Added: 1 Household Housing Unit
2.	CDS-1 Infrastructure	2019	2023	Non-Housing Community Development	Greater Five Points Low- and Moderate-Income Areas	Community Development	CDBG: \$90,015	Other: 1 Other
3.	APM-1 Overall Coordination	2019	2023	Administration	Greater Five Points Low- and Moderate-Income Areas	Administration, Planning, and Management	CDBG: \$53,753	Other: 1 Other

Table 5 - Goals Summary

## **Goal Descriptions**

1.	Goal Name	HSS-3 Housing Rehabilitation
	Goal Description	Promote and assist in developing homeownership opportunities for low- and moderate-income persons & families.
2.	Goal Name	CDS-1 Infrastructure
	Goal Description	Improve the City's infrastructure through reconstruction and new construction of streets, walks, curbs, ADA ramps, retaining walls, sewer, water, storm water management, bridges, bike trails, green infrastructure, etc.
3.	Goal Name	APM-1 Overall Coordination
	Goal Description	Provide program management and oversight for the successful administration of Federal, state, and local funded programs, including planning services for special studies, environmental clearance, fair housing, performance evaluation, monitoring; and compliance with all Federal, state, and local laws and regulations.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

The City of New Bern will utilize its FY 2021 CDBG funds to assist the following households:

- Median Income 1 household
- Low Income 0 household
- Extremely Low Income 0 household

# **Projects**

## AP-35 Projects - 91.220(d)

#### Introduction

The FY 2021 Annual Action Plan outlines the needs, resources, priorities and proposed activities of the City of New Bern to be undertaken with the FY 2021 Community Development Block Grant (CDBG). The City of New Bern has participated in CDBG as an Entitlement recipient since 2014.

The City's Development Services Department is the Lead Agency that maintains and administers New Bern CDBG funds and responsibilities, including completion of the Annual Action Plan. The planning process actively encouraged participation of City housing and community service organizations, including the Housing Authority of the City of New Bern, Twin Rivers Opportunities, Inc., affordable housing providers, service agencies that assist the low- and moderate-income and principally low- and moderate-income clientele, advocates, and others.

The City of New Bern encourages citizens to provide input and participate in planning, implementation and assessment of the CDBG program. The FY 2021 Annual Action Plan was developed through public hearings, the use of existing data from previously approved plans and studies, consultation with local non-profit agencies, and discussions with other City of New Bern departments. For-profit, non-profit, community and faith-based organizations were engaged throughout the year to assess City needs and priorities.

The City of New Bern proposes to undertake the following activities with FY 2021 CDBG funds:

#### **Projects**

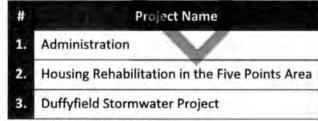


Table 6 - Project Information

# Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of New Bern has allocated its CDBG funds based on principally benefiting Low/Mod income persons; or an activity in which predominantly low- and moderate-income areas or which has a presumed benefit; or an activity with an income requirement of low- and moderate-income persons. All allocated

funding has been utilized in a timely manner and within budget.

Many of the obstacles to addressing underserved needs are outside of the City's control. The largest obstacle is the lack of local, state, and federal resources available to the City of New Bern to adequately address these needs. This reduction in funds, combined with increasing numbers of individuals in need of housing, social service, homeless, or infrastructure support, unfortunately means that the City of New Bern is at a disadvantage in addressing underserved needs in the community. However, the City of New Bern maintains close cooperation with the County, the Housing Authority, housing providers, economic development agencies, and social service providers, to address any underserved needs in the City.

The proposed activities and projects for FY 2021 are located in areas of the City with the highest percentages of low- and moderate-income persons, and those block groups with a higher than average percentage of minority persons. The following census tracts and block groups have at least 51% of the households with low- and moderate-incomes:

- C.T. 9605, B.G. 2
- C.T. 9606, B.G. 4
- C.T. 9608, B.G. 1
- C.T. 9608, B.G. 2
- C.T. 9608, B.G. 3
- C.T. 9608, B.G. 4
- C.T. 9609, B.G. 2

# **AP-38 Project Summary**

#### Introduction

The City of New Bern proposes to undertake the following activities with the FY 2021 CDBG funds:

## **Project Summary Information**

1.	Project Name	Administration	
	Target Area	Low- and Moderate-Income Areas; Greater Five Points	
	Goals Supported	APM-1 Overall Coordination	
	Needs Addressed	Administration, Planning, and Management Priority	
	Funding	CDBG: \$53,753.00	
	Description	Overall program administration of the CDBG Programs, including: staff salaries, wages, and benefits; related costs to administer the programs including supplies, materials, mailings, duplications, etc.; monitoring and oversight; advertising and public hearing costs; market studies; planning activities and the preparation of the Annual Action Plan, Environmental Review Record, Consolidated Annual Performance and Evaluation Report, Fair Housing, etc.	
	Target Date	6/30/2022	
	Estimate the number and type of families that will benefit from the proposed activities	1 Organization	
	<b>Location Description</b>	Citywide	
	Planned Activities	The Matrix Code is 21A General Program Administration.	
2.	Project Name	Housing Rehabilitation in the Five Points Area	
	Target Area	Greater Five Points	
	Goals Supported	HSS-1 Homeownership	
	Needs Addressed	Housing Priority	
	Funding	CDBG: \$125,000.00	
	Description	This is Year 2 of a multi-year activity. Funds will be provided to the Redevelopment Commission to be used to rehabilitate a single-family home, which will be donated to Habitat for Humanity and sold to an eligible low- and moderate-income household in the Greater Five Points Area of the City. This is a multi-year activity.	

	Target Date	6/30/2022	
Estimate the number and type of families that will benefit from the proposed activities		1 Household Housing Unit	
	<b>Location Description</b>	Greater Five Points Neighborhood	
	Planned Activities	The National Objective is Low/Mod Housing Benefit (LMH).  The HUD Matrix Code is 14A Rehabilitation; Single-Unit Residential.	
3.	Project Name	Duffyfield Stormwater Project	
	Target Area	Greater Five Points	
	Goals Supported	CDS-1 Infrastructure	
	Needs Addressed	Community Development Priority	
	Funding	CDBG: \$90,015.00	
100	Description	This is Year 2 of a multi-year activity. CDBG Funds will be used for the design of Phases 2, 3 & 4 including construction drawings, permitting, and bidding. Phase 2 work also includes the acquisition of 2 parcels along Biddle Street and the excavation of a new linear wetland system. (Multi-year Activity)	
	Target Date	6/30/2022	
	Estimate the number and type of families that will benefit from the proposed activities	1 Other	
	Location Description	Duffyfield Neighborhood, City Block bounded by Biddle Street, East Street, F Street, and Railroad; City Block bounded by B Street, F Street, and Railroad; City Block bounded by Biddle Street, F Street, Fowlers Lane, and G Street; City Block bounded by Fowlers Lane, F Street, K Street, and G Street; City Block bounded by F Street, Murry Street, Sampson Street, Bloomfield Street, and K Street.	
	Planned Activities	The National Objective is Low/Mod Area Benefit (LMA).	
		The HUD Matrix Code is 03I Flood Drainage Improvements.	

Table 7 - Project Summary

## AP-50 Geographic Distribution - 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The following information provides a profile of the population, age, and racial/ethnic composition of the City of New Bern. This information was obtained from the U.S. Census Bureau American Factfinder website, <a href="http://data.census.gov">http://data.census.gov</a>. The 2015-2019 American Community Survey 5-Year Estimates were used to analyze the social, economic, housing, and general demographic characteristics of the City of New Bern. The 5-year estimates are the most recent data available for the City. The 2005-2010 ACS data is included when necessary.

#### **Population**

#### Key points are:

- Between 1990 and 2010, the population increased by approximately 43.6%
- The City population was 28,073 in the 2005-2010 ACS
- The City's population was 29,895 in 2019 according to the 2015-2019 ACS (a 6.5% increase)
- Population changes due to Hurricane Florence have not yet been recorded in the Census

#### Age

#### Key points are:

- Median age in New Bern is 40.4 years of age
- Youth under age 18 account for 20.8% of the total population

#### Race/Ethnicity

Composition from the 2015-2019 American Community Survey:

- 58.9% of population is White
- 30.4% of population is Black or African American
- 5.9% of population is Asian
- 2.8% of population is Two or More Races
- 8.0% is Hispanic or Latino

#### **Income Profile**

The current Median Income for a family of four (4) in the City of Craven County, North Carolina Metropolitan Statistical Area (MSA) is \$66,200 according to HUD's FY 2020 Income Limits. The following is a summary of income statistics for the City of New Bern:

 At the time of the 2015-2019 American Community Survey, the median household income in the City of New Bern was \$43,204 which was lower than the State of North Carolina (\$54,602).

- 39.1% of households have earnings received from Social Security income.
- 26.9% of households have earnings, received from retirement income.
- 8.1% of households have earnings received from public assistance.
- 43.9% of female-headed households with children were living in poverty.
- 35.0% of all youth under 18 years of age were living in poverty.

#### Low/Mod Income Profile

The low- and moderate-income profile for City of New Bern is a measurement of the area's needs. The City of New Bern has an overall low- and moderate-income percentage of 40.66%.

#### **Economic Profile**

The following illustrates the economic profile for the City of New Bern as of the 2015-2019 American Community Survey:

- 32.6% of the employed civilian population had occupations classified as management, business, science and arts.
- 20.3% of the employed civilian population had occupations classified as sales and office.
- 24.6% were in the service sector.
- Natural resources, construction, maintenance, production, transportation and material moving occupations represented 22.4% of those employed.
- 18.0% of workers were considered in the government class of employment.

According to the U.S. Labor Department, the preliminary unemployment rate for the City of New Bern in January of 2021 was 6.4%. New Bern's unemployment rate was higher than the January of 2021 rates of the State of North Carolina (5.9%) and the national percentage of 6.3%.

#### Geographic Distribution

Target Area	Percentage of Funds
Low- and Moderate-Income Areas	20%
Greater Five Points	80%

**Table 8 - Geographic Distribution** 

#### Rationale for the priorities for allocating investments geographically

The proposed activities and projects for FY 2021 are located in areas of the City with the highest percentages of low- and moderate-income persons, and those block groups with a higher than average percentage of minority persons. The following census tracts and block groups have at least 51% of the households with low- and moderate-incomes:

C.T. 9605, B.G. 2

- C.T. 9606, B.G. 4
- C.T. 9608, B.G. 1
- C.T. 9608, B.G. 2
- C.T. 9608, B.G. 3
- C.T. 9608, B.G. 4
- C.T. 9609, B.G. 2

The total amount of FY 2021 CDBG funds available is \$268,768 of which 20.0% (\$53,753) is for administration and 80.0% (\$215,015) is allocated for project activities. Of the \$268,768 allocated for project activities, all of it is allocated to projects that will benefit low- and moderate-income persons giving the City a 100% low- and moderate-income benefit percentage for FY 2021.

#### Discussion

The geographic locations and the public benefit for the FY 2021 CDBG Activities are as follows:

- Administration 303 First Street, New Bern, NC 28560
- Housing Rehabilitation in the Five Points Area Greater Five Points Neighborhood, New Bern, NC 28562 - Low/Mod Income Housing Benefit (LMH)
- Duffyfield Stormwater Project Duffyfield Neighborhood, City Block bounded by Biddle Street,
  East Street, F Street, and Railroad; City Block bounded by B Street, F Street, and Railroad; City
  Block bounded by Biddle Street, F Street, Fowlers Lane, and G Street; City Block bounded by
  Fowlers Lane, F Street, K Street, and G Street; City Block bounded by F Street, Murry Street,
  Sampson Street, Bloomfield Street, and K Street, New Bern, NC 28560 Low/Mod Income Area
  Benefit (LMA)

# **Affordable Housing**

# AP-55 Affordable Housing - 91.220(g)

#### Introduction

The City of New Bern is utilizing its CDBG funds to support the following housing activities during this program year:

One Year Goals for the Number of House	CHARLES SERVICES
Homeless	0
Non-Homeless	1
Special-Needs	0
Total:	1

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of House		
Rental Assistance	4	0
The Production of New Units		0
Rehab of Existing Units	Alexander 1	1
Acquisition of Existing Units		0
Total:		1

Table 10 - One Year Goals for Affordable Housing by Support Type

#### Discussion

The City of New Bern will fund the following projects with FY 2021 CDBG funds:

CD-21-02 Housing Rehabilitation in the Five Points Area - This is Year 2 of a multi-year activity.
Funds will be provided to the Redevelopment Commission to be used to rehabilitate a single-family home, which will be donated to Habitat for Humanity and sold to an eligible low- and moderate-income household in the Greater Five Points Area of the City. This is a multi-year activity. (1 Household Housing Unit)

# AP-60 Public Housing - 91.220(h)

#### Introduction

The Housing Authority of the City of New Bern's mission is:

- Providing affordable housing opportunities in a safe environment
- Revitalizing and maintaining neighborhoods
- Providing opportunities for low and moderate-income homeownership
- Forming effective partnerships to maximize housing, social, and economic opportunities
- · Continuing its partnership with the City of New Bern for the revitalization of communities
- · Pursuing funding for the development of affordable housing for the residents of New Bern

The Housing Authority of the City of New Bern is not rated as a "troubled" agency by HUD.

The Housing Authority of the City of New Bern owns and professionally manages family communities and elderly/disabled rental apartments. NBHA had one (1) public housing development: Trent Court. NBHA had also previously owned a second property: Craven Terrace. This property was sold. Before Hurricane Florence hit the City, NBHA had a total of 218 public housing units, with 11 accessible units. After Hurricane Florence caused flooding in many of the units in Trent Court, the Housing Authority was left with 110 units, of which 4 are accessible. NBHA also owns and manages Section 8 Housing for elderly residents in New Bern Towers. There are 106 units in New Bern Towers. There are currently 72 persons on the public housing waiting list, and the waiting list remains open.

Twin Rivers Opportunities, Inc. assists families who wish to live in privately owned housing and receive rental subsidy through the Housing Choice Voucher Program instead of NBHA. Twin Rivers Opportunities, Inc. administers 998 as of April 1, 2021, 38 of which are for residents that were displaced from Trent Court. There are currently 1,100 households on the waiting list for Housing Choice Vouchers and the waiting list is open.

## Actions planned during the next year to address the needs to public housing

During this program year the Housing Authority will continue to maintain its 110 units. The Housing Authority is continuing to look for more buildable sites for affordable housing and to continue to promote its self-sufficiency programming for its residents.

The Housing Authority was awarded a LIHTC to construct new affordable housing which will have units dedicated to persons displaced from Trent Court on Carolina Avenue. The project will entail the construction of 84 new units. It is estimated that the project will be completed by November 16, 2021.

# Actions to encourage public housing residents to become more involved in management and participate in homeownership

According to the Annual Plan for 2021, NBHA's progress in meeting their mission and goals states that NBHA set the goal of cooperating with the City of New Bern and other neighborhood partners to promote neighborhood revitalization and economic development in designated areas of the City, as evidenced by the resident input in the development of the Gateway Renaissance Plan and Greater Five Points Transformation Plan. New Bern Towers has an active resident council that expresses needs for both the New Bern Towers community and the public housing under the Housing Authority of the City of New Bern as a whole. Trent Court formerly had an active resident council, but Hurricane Florence caused the council to disband, and the residents of Trent Court have struggled to restore it. The Housing Authority of the City of New Bern was awarded LIHTC funds to provide housing for those displaced by Trent Court on Carolina Avenue, which will be an improvement over the living conditions in those apartments once completed.

The Housing Authority of the City of New Bern does not support any homeownership initiatives. NBHA previously held homeownership classes in Trent Court and Craven Terrace, and these classes had active participation. However, these classes have ceased since Craven Terrace was sold.

Twin Rivers Opportunities, Inc. runs the Family Self-Sufficiency (FSS) Program. The program gives Section 8 voucher holders the opportunity to set and reach goals that they set for themselves and their families, as well as save a significant amount of money. Section 8 vouches holders may also use their vouchers to realize the American dream of becoming a homeowney. Both of these opportunities are available to Section 8 holders who choose to become participants in Section 8's Family Self-Sufficiency Program. There are two parts to the program. The first part of the program is the Self-Sufficiency program where participants have the opportunity to work rowards and meet goals that they set for their families as well as save money that will become theirs when they have completed their goals. The second part of the program is the Homeowneyship Program. In this part of the program, a Section 8 participant can choose to use his or her Section 8 voucher to assist with the purchase and payment of a home.

# If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority of the City of New Bern is not designated as a troubled housing authority.

#### Discussion

The Housing Authority of the City of New Bern is continuing to meet its goals by securing funding through RAD and CNI for the revitalization of the Greater Five Points area. The Housing Authority will also continue to apply for funding for additional affordable housing.

Trent Court, one the Housing Authority's public housing communities, was severely affected by Hurricane Florence. The residents displaced by the Hurricane have been given Section 8 Housing Choice Vouchers. Twin Rivers Opportunities, Inc., will ensure the placement of these residents.

# AP-65 Homeless and Other Special Needs Activities – 91.220(i) Introduction

The North Carolina Coalition to End Homelessness is collaborative applicant for the North Carolina Balance of State Continuum of Care. The 79 counties covered by the Continuum of Care are divided into 13 regions. The City of New Bern falls under the purview of Region 13 of the CoC, which is known as the Housing Alliance of Coastal Carolina (HACC) and includes Carteret, Craven, Jones, Onslow, and Pamlico Counties.

The leadership of Region 13 is responsible for acting as a member of the Balance of State CoC Steering Committee, the Coordinated Entry lead for the Region, the Point-in-Time and Housing Inventory Count lead for the region, and reviewing projects and processing state ESG grants for the regional geography.

The City of New Bern works closely with the homeless service providers within the City to identify and resolve issues of homelessness within the community. The Department of Development Services partners with statewide entities, as well as the local service providers including Religious Community Services, Coastal Women's Shelter, and Reviving Lives Ministries.

The 2020 Point-In-Time Count revealed that 21 homeless individuals resided in Craven County. There was no data available for the City of New Bern specifically. All 21 of the homeless persons counted were recorded in Emergency Shelter. The 2021 Point-In-Time Count is still be tabulated.

The following shelters were open in the City of New Bern during FY 2021.

- Religious Community Services Emergency Crisis Shelter
- Religious Community Services Pamilies in Transition
- Religious Community Services Veterans Transition Shelter
- Women's Coastal Shelter Domestic Violence Shelter
- Reviving Lives Ministries Addiction Recover Shelter

The FY 2021 CoC awards have not yet been announced.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including: Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Point In Time Count for Craven County in 2020 counted a total of 21 homeless persons and 18 homeless households. Of these, only 0 persons were unsheltered. There were no persons in transitional housing, and 21 persons that were housed in emergency shelter. There was one (1) homeless family with children, and no chronically homeless families with children. There was one (1) unaccompanied youth that were homeless in 2020. Of the 21 homeless people counted, nine (42.9%) were considered chronically homeless. There were two (2) homeless Veterans, and two (2) of the homeless Veterans was considered

chronically homeless. This indicates a need for greater outreach and shelter/housing options for these special needs groups.

**Families with children** – The Point In Time count for 2017 counted 4 homeless households with children in Craven County, for a total of 15 persons. Numbers were lower in 2018 at 4 homeless households and 9 persons. County breakdowns were unavailable for 2019. In 2020, there was 1 homeless household with 3 persons.

Veterans and their families – There are large numbers of Veterans and support systems because of the nearby military base in Havelock. The NCWorks Career Center works both employment and housing issues for homeless Veterans. Homeless Veterans often require additional services, with mental health services being the most commonly cited need. The number of homeless Veterans in Craven County has decreased from 4 in 2017, to 4 in 2018, and 2 in 2020. County breakdowns were unavailable for 2019.

Unaccompanied youth – Teens aging out of foster care, and young adults in the 18-24 transition stage can be hard to locate. Many of them are staying with friends and family temporarily and are technically homeless. Unaccompanied youth may also move between different shelters. There were 2 unaccompanied youth counted in the 2017 Point In Time count, 5 unaccompanied youth counted in 2018, and 1 unaccompanied youth counted in 2020 for Craven County. County breakdowns were unavailable for 2019.

According to the NC Balance of State CoC Application for 2019, the CoC restructured its board to greater represent the diverse groups that make up the homeloss population. The CoC utilizes Coordinated Entry to track the various subpopulations and divides them up into 13 local referral zones across the 79 counties that the CoC serves. Much of the area served by the CoC is rural, and the CoC creates advertisements and hotlines to target these subpopulations and allow them to access the Coordinated Entry process.

### Addressing the emergency shelter and transitional housing needs of homeless persons

The 2020 Point In Time Count saw a return to typical levels for homelessness in Craven County following Hurricane Florence. Though many of the barriers to emergency housing in the City of New Bern and Craven County had been removed in response to Hurricane Florence, it remains a challenge to rapidly re-house families. The Point In Time count for 2016 counted 3 homeless households with children in Craven County, for a total of 8 persons. There were 4 homeless households with children in Craven County, for a total of 15 persons. Numbers were lower in 2018 at 4 homeless households and 9 persons. County breakdowns were unavailable for 2019. In 2020, there was 1 homeless household with 3 persons. There were 21 homeless persons counted overall, and all 21 homeless persons counted were in emergency shelters.

Religious Community Services provides much of the shelter space for individuals and families in the County while also partnering with Craven Community College for job training and Craven-Pamlico Re-Entry to assist ex-offenders with housing, transportation, and vocational skills. NCWorks provides job training and assists in housing homeless veterans. Coastal Women's Shelter partners with local landlords to provide stable housing and keep children of families experiencing domestic violence in the same schools to assist

these children in maintaining stability. Crossroads is the major mental health provider in the area, but the need for mental health care far surpasses the amount of assistance that Crossroads can provide. Religious Community Services has the following emergency shelter beds for homeless populations:

- Homeless Families 4 beds
- Homeless Women 6 beds
- Homeless Veterans 5 beds

The Coastal Women's Shelter prioritizes providing safe, affordable housing for victims of domestic violence. The shelter has 19 total beds, 3 of which are infant cribs. The Coastal Women's Shelter will work with trusted landlords to place people in housing, but there is a shortage of trusted landlords.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The North Carolina Balance of State CoC's written standards focus on a Housing First model and follow the best practices of that model. The written standards utilize several strategies to increase the number of people who exist Emergency Shelter. Transitional Housing, and Rapid Re-housing to Permanent Housing destinations. Evaluations of these standards will be based on the length-of-time homeless of an individual or family in Emergency Shelter, Transitional Housing, or Rapid Re-Housing. The CoC will seek to make progress on the turnover rate of individuals and families, the targeting of individuals and families based on risk, and the number of positive exits into Permanent Housing.

The CoC Steering Committee has approved written standards that conform to best practices for Street Outreach, Emergency Shelter, Transitional Housing, Prevention and Rapid Rehousing, Permanent Supportive Housing, and Coordinated Entry Programs on September 6, 2016. There are additional policies for follow-ups to those that have exited Rapid Re-Housing, Anti-Discrimination, and Emergency Transfers based on the Violence Against Women Act (VAWA). The Balance of State CoC provides additional guidance to rural Continuums of Care.

The number of homeless Veterans in Craven County has decreased from 11 in 2016, to 4 in 2017, and 2 in 2020. In addition to housing, there is a need for wrap around services for veterans. These services largely include mental health care and recovery systems for those with addictions. There are a number of instances of PTSD in the area due to the presence of the military base. Crossroads provides addiction counseling for Veterans, but they are limited to three (3) day emergency shelter stays. Volunteers will transport Veterans with addictions to Crossroads for these services. Twin Rivers Opportunities, Inc. recently received 10 VASH vouchers for Veterans. Of these, 2 are being utilized to house families, and 8

are committed to families but available units have not yet been found.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Discharge policies at local hospitals are designed to prevent those leaving the hospitals from being referred to Religious Community Services. Religious Community Services supports homeless in the community through operating emergency shelters and food and clothing services for those in need. By providing other supportive services, Religious Community Services intends to assist people who may be extremely low income and help feed and clothe them so that other family income may go to rent.

Local services such as Craven-Pamlico Re-Entry Council, Children's Developmental Services Agency, and Carolina East Health work with various populations that are at-risk of becoming homeless. Wraparound services are necessary to prevent homelessness and encourage self-sufficiency. Discharge policies are also put in place to direct low-income individuals who are at risk of homelessness to services that may assist them. There is a need for additional caseworkers to expand these services.

#### Discussion

Not Applicable.

## AP-75 Barriers to affordable housing – 91.220(j)

#### Introduction:

Eastern North Carolina lags behind the urban centers of the state economically. As a result, low- and moderate-income people have less income, and housing affordability is a greater issue in the area for all residents. Residents in protected classes can face even more housing affordability challenges, particularly when they cannot prove discrimination.

The most common fair housing complaint in the City of New Bern, as is the case nationally, is on the basis of disability. In Eastern North Carolina, there have been multiple instances of residents that faced evictions because landlords were unwilling to provide reasonable accommodations.

Transportation is a common barrier to affordable housing in the area. The local public transit system is unreliable. To access services and employment, residents must live near service providers and employers.

One of the major barriers to affordable housing in the City of New Bern is that cases go largely unreported. Though there are likely more instances of discrimination in the area, very few complaints are filed and little data is available on the types of complaints.

Hurricane Florence has also affected access to fair housing in the region. Many affordable housing units were destroyed in the Hurricane. This has resulted in the relocation of low- and moderate-income people. Following these relocations, people often find themselves farther away from the services.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of New Bern intends to address housing affordability issues with the construction of new affordable housing. New construction will increase the supply for housing for low- and moderate-income persons. Additional units will also be targeted to housing those displaced by Hurricane Florence.

The Housing Authority of the City of New Bern provides reasonable accommodations for its residents upon request. There is a need for additional accessibility improvements, which the City will undertake over the course of the Five Year Consolidated Plan.

The City of New Bern is going to continue to partner with CARTS, the local transit agency, to improve services and transit-related infrastructure. CARTS has adopted a strategic transit plan to increase ridership, which the City will support with supplemental infrastructure projects.

To address the issue of unreported complaints, the City will conduct education and outreach on fair housing so that residents can know their rights and be aware of the instances when those rights are violated.

#### Discussion:

The City of New Bern proposes to undertake the following activities during the FY 2021 Program Year to affirmatively further fair housing:

- CD-21-02 Housing Rehabilitation This is Year 2 of a multi-year activity. The City Redevelopment
  Commission is purchasing an existing vacant residence. The house will be moved to a new site on a
  residential street. The house will be rehabilitated and brought up to code standards. It will be a rental
  property owned by the Redevelopment Commission. (Multi-year activity).
- The City of New Bern will continue to work with the New Bern Housing Authority and Twin River Opportunities, Inc. to address issues of accessible housing.
- The City continues to work with Twin Rivers Opportunities, Inc. to mitigate the concentration of minority households and Section 8 Voucher holders.
- The City of New Bern continues to collaborate with Twin Rivers Opportunities, Inc. to implement strategies to provide consistent communication about the Section 8 Housing Choice Voucher program.
- The City of New Bern will partner with local agencies and groups to raise fair Housing awareness and conduct fair housing trainings. Past groups that have conducted trainings include Legal Aid of North Carolina and the North Carolina Housing Coalition.

## AP-85 Other Actions - 91.220(k)

#### Introduction:

The City of New Bern has developed the following actions which address the obstacles to meeting underserved needs, fosters affordable housing, reduces lead-based paint hazards, reduces the number of families living in poverty, develops institutional structures, and enhances coordination between public and private housing and social service agencies.

#### Actions planned to address obstacles to meeting underserved needs

Despite efforts made by the City of New Bern and social service providers, a number of significant obstacles remain to meeting underserved needs. With funding resources being scarce, funding becomes the greatest obstacle for the City of New Bern to meet its underserved needs. Insufficient funding lessens the ability to fund many worthwhile public service programs, activities, and agencies. Through its planning efforts, the City will use its limited resources to address the City of New Bern's greatest needs and improve the quality of life for its residents. The following obstacles need to be overcome in order to meet underserved needs:

- · Lack of decent, safe, sound, and affordable owner and renter housing.
- · High cost of construction and rehabilitation work, exacerbated by Hurricane Florence.
- Aging in place population who need accessibility improvements.
- Need major rehabilitation of the City's aging housing stock.
- The increasing number of vacant and abandoned properties, exacerbated by Hurricane Florence.
- Low wages in the service and retail sector job market.
- Displaced residents from Huminane Florence.
- Continued social pressures due to the recovery from Hurricane Florence.

#### Actions planned to foster and maintain affordable housing

To foster and maintain affordable housing, the City proposes the following Five-Year Goals and Strategies:

- HSS-1 Homeownership Promote and assist in developing homeownership opportunities for lowand moderate-income persons & families.
- HSS-2 Housing Construction Promote and assist in the development of affordable housing, both rental and sales housing.
- HSS-3 Housing Rehabilitation Promote and assist in the preservation of existing owner and renter occupied housing stock in the City.
- HSS-4 Fair Housing Affirmatively further fair housing by promoting fair housing choice throughout the City of New Bern.

The City will partner with the Housing Authority of the City of New Bern, Twin Rivers Opportunities, Inc. and other fair housing agencies to promote fair housing in the city, through fair housing trainings, education, and promotions.

The City of New Bern will continue to work with the City's Human Rights Commission during this program year to again provide education and outreach.

#### Actions planned to reduce lead-based paint hazards

According to the 2015-2019 American Community Survey, 35.9% of the housing units in the City of New Bern were built before 1980 and are therefore at risk for containing lead-based paint. According to the North Carolina Department of Health and Human Services' 2018 Lead Surveillance Report, 2,238 children (ages birth-6 years) were tested in Craven County for elevated blood lead levels. Of those tested, five (5) had a blood lead level of 5-9  $\mu$ g/dL or greater. With 0.2% of children tested having blood lead levels greater than 5  $\mu$ g/dL, Craven County compares favorably to the rest of North Carolina, which averages 0.4% of children tested having blood lead levels greater than 5  $\mu$ g/dL.

The revised Federal Lead-Based Paint Regulations published on September 15, 1999 (24 CFR Part 35) have had a significant impact on many activities — rehabilitation, tenant based rental assistance, and property acquisition — supported by the CDBG program. The City of New Bern will comply with Title 24, Part 35: Lead-Based Paint Poisoning Prevention in Certain Residential Structures (Current Rule).

The City of New Bern reviewed the Blood Level Screening Plan provided through the North Carolina Department of Health and Human Services North Carolina Childhood Lead Poisoning Prevention Program (CLPPP). Additionally, the City reviewed the Blood Lead Level testing data provided through the Center for Disease Control and Prevention – Childhood Lead Poisoning Prevention Program.

If the City of New Bern will ensure that the following will be done in conjunction with its Housing Rehabilitation activities:

- Applicants for rehabilitation funding receive the required lead-based paint information and understand their responsibilities.
- Staff properly determines whether proposed projects are exempt from some or all lead-based paint requirements.
- The level of federal rehabilitation assistance is properly calculated and the applicable lead-based paint requirements determined.
- Properly qualified personnel perform risk management, paint testing, lead hazard reduction, and clearance services when required.
- Required lead hazard reduction work and protective measures are incorporated into project rehabilitation specifications.
- Risk assessment, paint testing, lead hazard reduction, and clearance work are performed in accordance with the applicable standards established in 24 CFR Part 35.

- Required notices regarding lead-based paint evaluation, presumption, and hazard reduction are provided to occupants and documented.
- Program documents establish the rental property owner's responsibility to perform and document ongoing lead-based paint maintenance activities, when applicable.
- Program staff monitors owner compliance with ongoing lead-based paint maintenance activities, when applicable.

In addition, in conjunction with its Housing Rehabilitation activities, the City will to ensure that:

- Applicants for rehabilitation funding receive the required lead-based paint information and understand their responsibilities.
- Staff properly determines whether proposed projects are exempt from some or all lead-based paint safety requirements.
- The level of federal rehabilitation assistance is properly calculated and the applicable lead-based paint requirements determined.

## Actions planned to reduce the number of poverty-level families

According to the 2015-2019 American Community Survey. 18.7% of all people in the City of New Bern have incomes below the poverty level. Additionally, 43.9% of female headed households with children with no husband present live in poverty. Individuals Ilving on the inreshold of poverty were faced with a collection of obstacles that prevent them from escaping their situation. Some may need adequate affordable housing, job skills training day care for children, treatment for medical or substance abuse issues or they may be children and adults with educational needs.

The City allocates its Community Development Block Grant program to improve the living environments of low to moderate-income persons, specifically improving the lives of low- to moderate-income youth in order to break the cycle of poverty.

During this program year, the City of New Bern will fund the following activities to address the needs of individuals and households who live in poverty:

CD-21-02 Housing Rehabilitation - This is Year 2 of a multi-year activity. The City Redevelopment
Commission is purchasing an existing vacant residence. The house will be moved to a new site on
a residential street. The house will be rehabilitated and brought up to code standards. It will be
a rental property owned by the Redevelopment Commission. (Multi-year activity).

#### Actions planned to develop institutional structure

The City of New Bern works with the following agencies to enhance coordination:

- City of New Bern Development Services oversees the CDBG program.
- Housing Authority of the City of New Bern oversees the improvements to public housing communities.

- Twin Rivers Opportunities, Inc. oversees the Section 8 Housing Choice Voucher Program and the development of scattered site affordable housing.
- Social Services Agencies the City provides funds to address the needs of low- and moderateincome persons.
- Housing Providers the City provides funds to rehabilitate and develop affordable housing for low- and moderate-income families and individuals.
- North Carolina Balance of State CoC oversees the Continuum of Care Network for 79 counties
  including Craven County. For planning purposes, the CoC is divided into thirteen (13) regions.
  Craven County is located in Region 13.

As part of the CDBG application planning process, local agencies, and organization are invited to submit proposals for CDBG funds for eligible activities.

The Development Services Department continues to look for gaps in the institutional structure. Maintaining and enhancing communication amongst all community and economic development stakeholders, is essential in addressing the needs identified in the City of New Bern's Five-Year Consolidated Plan.

# Actions planned to enhance coordination between public and private housing and social service agencies

**Public Institutions:** The City will act as a clearinghouse and facilitator for many of the activities described in the annual action plan. As the local unit of government, the City is empowered to apply for and administer certain types of grants. Support from the City, expressed as a certification of consistency or some other instrument, may be all that is required for some activities. Other activities will involve the more direct participation of the City for funding, acquisition of land or buildings, or in convening meetings of various agencies to iron out differences or strategies on how to seize opportunities. The City will continue to administer the CDBG program.

The Housing Authority of the City New Bern administers public housing. Twin Rivers Opportunities, Inc. administers Section 8 Rental Assistance Programs in the City. This Authority is responsible for the management and maintenance of public housing units. The Housing Authority will continue in its efforts to modernize these public housing units in order to provide decent, affordable housing in the City.

Non-Profit Organizations: Non-profit housing agencies play a role in the implementation of this plan. Through the construction of new housing, and the rehabilitation of existing units, these agencies access financing sources such as the Low Income Housing Tax Credit, Greenleaf Funding, and charitable contributions that increase the supply of affordable housing. While some groups focus on the rehabilitation of single units for resale to first time homebuyers, others have attempted to create assisted rental developments. In the future, the union of such groups with social service agencies that serve specific special needs populations will address the Five Year Consolidated Plan strategy for creation of supportive housing and affordable housing opportunities.

Non-profit educational institutions provide an important partnership for the City. Craven Community College is currently partnering with the City of New Bern on the construction of the VOLT Center. Craven Community College will provide job and vocational training at the center, which is located in the Greater Five Points Redevelopment Area.

Social service agencies are a link between the provision of housing and the population it is intended to serve. The agencies work directly with providers of services to persons with special needs including: mental health, mental retardation, elderly, drug and alcohol addiction and families that are at-risk of becoming homeless. Although these agencies cannot provide housing, they can direct housing efforts where needed and are integral in the planning of housing and services for target populations. Emergency shelters, including the Religious Community Services and Coastal Women's Shelter, will continue to provide shelter for the homeless.

**Private Industry:** Several lending institutions cooperate with the City to provide funding for downtown improvements. Those lending institutions play an important role by providing financing that would not otherwise be available. Additionally, the private businesses located in the area contributed to the Hurricane cleanup in Downtown New Bern.

#### Discussion:

#### Monitoring:

The Monitoring Plan represents the City of New Bern's strategy for overseeing the activities of entities that carry out CDBG assisted activities. The Monitoring Plan identifies the following:

- The organizations to be monitored
- The issues to be explored and the methodology to be utilized in conducting the monitoring
- Identification of the specific Development Services staff members that will assume responsibility for monitoring
- The follow-up measures to be followed in communicating the results of the monitoring to affected
  organizations and the methods that will be utilized to obtain feedback from affected organizations

The CDBG monitoring will be carried out at two (2) separate levels. First, the City will conduct an internal monitoring to review the homeowner rehab program and to ensure that the CDBG Program is being administered in accordance with CDBG and other federal regulatory and statutory requirements. Second, the City will conduct an external monitoring to review the activities of its sub-recipients.

The purpose of the City's monitoring efforts is:

 to identify and correct issues that prevent the City from achieving full compliance with the regulatory requirements of the CDBG Program and other Federal requirements before deficiencies lead to HUD monitoring findings, and to learn more about the strengths and weaknesses of the various organizations that plays a role
in the City's CDBG program and to use this knowledge as the basis for structuring future CDBG
activities.



# **Program Specific Requirements**

## AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

#### Introduction:

The City of New Bern receives an annual allocation of CDBG funds. Since the City receives this federal allocation, the questions below have been completed, as they are applicable.

# Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1.	The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0.00
2.	The amount of proceeds from section 108 loan guarantees that will be used	
	during the year to address the priority needs and specific objectives identified in	\$0.00
	the grantee's strategic plan.	
3.	The amount of surplus funds from urban renewal settlements	\$0.00
4.		\$0.00
	use has not been included in a prior statement or plan	\$0.00
5.	The amount of income from float-funded activities	\$0.00
	Total Program Income	\$0.00

## Other CDBG Requirements

The amount of urgent need activities

the years covered that include this Annual Action Plan.

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify

100.00%

#### CDBG Percentages:

Administrative Percentage: 20.0%

Public Service Percentage: 0.0%

Low and Moderate-Income Percentage: 100.0%

No Slum and Blight Activities.



# SF 424 FORMS

OMB Number: 4040-0004 Expiration Date: 12/31/2019

Application for Federal Assista	ance SF-424	
* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
Preapplication	New	A: Increase Award
Application	Continuation	* Other (Specify):
Changed/Corrected Application	Revision	
* 3. Date Received:	Applicant Identifier:	
5a, Federal Entity Identifier:		5b. Federal Award Identifier:
		B-21-MC-37-0025
State Use Only:		450
6. Date Received by State:	7. State Application	n Identifier:
B. APPLICANT INFORMATION:		
*a. Legal Name: City of New Ber	n	
* b. Employer/Taxpayer Identification Nur	mber (EIN/TIN):	* c. Organizational DUNS:
56-6000235		0755472088000
d. Address:		~
* Street1: 303 First Str	eet	13
Street2:		
* City: New Bern		
County/Parish: Craven County		
* State:	V	NC: North Carolina
Province:		
* Country:		USA: UNITED STATES
* Zip / Postal Code: 28560-5505		
e. Organizational Unit:	V	
Department Name;	_	Division Name:
Dept. of Development Service	5	Community & Economic Dev.
f. Name and contact information of po	erson to be contacted on n	natters involving this application:
Prefix: Ms .	* First Nam	ne: D'Aja
Middle Name:		A.
* Last Name: Fulmore		
Suffix:		
Title: Community Development Co	pordinator	
Organizational Affiliation:		
* Telephone Number: 252-639-7586	-	Fax Number:
*Email: fulmored@newbernnc.gov	7	

9. Type of Applic	ant 1: Select Applicant Type:	
C: City or Tow	nship Government	
Type of Applicant 2:	Select Applicant Type:	
Type of Applicant 3:	Select Applicant Type:	
* Other (specify):		
10. Name of Fede	ral Agency:	
U.S. Departmen	t of Housing and Orban Development	
14.218 CFDA Title:	lopment Block Grant (CDBG)/Entitlement Grant	
L. Millions Service		
12. Funding Opp	ortunity Number:	
N/A		
· Title:		
	25	
13. Competition Id	entification Number:	
14. Areas Affected	by Project (Cities, Countles, States, etc.):  Add Attachment   Delete Attachment   View Attachment	
15. Descriptive Ti	tle of Applicant's Project:	
	Action Plan for the Community Development Block Grant (CDBG) Funding.	
	cuments as specified in agency instructions.	
Add Attachment	Delete Attachments   View Attachments	

Application	for Federal Assistar	nce SF-424		
16. Congress	lonal Districts Of:			
* a. Applicant	NC-03	* b. Program/Project NC-03		
Attach an addit	ional list of Program/Projec	Congressional Districts if needed.		
		Add Attachment Delete Attachment View Attachment		
17. Proposed	Project:			
* a. Start Date:	07/01/2021	* b. End Date: 06/30/2022		
18. Estimated	Funding (\$):			
* a. Federal		268,768.00		
* b. Applicant	0	0.00		
* c. State		0.00		
* d. Local		0.00		
* e. Other		0.00		
*f. Program In	come	0,00		
*g. TOTAL		268,768.00		
a. This ap b. Program c. Program 20. Is the Ap	plication was made availant is subject to E.O. 1237; In is not covered by E.O.	ny Federal Debt? (if "Yes," provide explanation in attachment.)		
herein are tru comply with a subject me to	ie, complete and accura iny resulting terms if I ac criminal, civil, or admini E ertifications and assurance	Ity (1) to the statements contained in the list of certifications** and (2) that the statements are to the best of my knowledge. I also provide the required assurances** and agree to cept an aware that any false, fletitious, or fraudulent statements or claims may strative penalties. (U.S. Code, Title 218, Section 1001)		
Authorized Re	epresentative:			
Prefix: Middle Name: * Last Name:	Mr. Hughes	* First Name: Foster		
Suffix:				
* Title:	nterim City Manager			
* Telephone Nu	mber: 252-639-7500	Fax Number:		
* Email: hugh	esf@newbernnc.gov			
* Signature of A	uthorized Representative:	Footh Higher 105/19/2021		

#### ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009 Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

# PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

- Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
- Will give the awarding agency, the Comptroller General
  of the United States and, if appropriate, the State,
  the right to examine all records, books, papers, or
  documents related to the assistance; and will establish
  a proper accounting system in accordance with
  generally accepted accounting standards or agency
  directives.
- 3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenar in the title of real property acquired in whole or included with Federal assistance funds to assure non-discrimination during the useful life of the project.
- Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specification.
- 5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
- Will Initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

- Will comply with the Intergovernmental Personnel Act of 1970 (42 I.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which promotes the use of lead-based paint in construction or enabilitation of residence structures.
- VIII comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (i) the requirements of any other nondiscrimination statue(s) which may apply to the application.

- 11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
- 14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conform y of

- Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
- 18. Will cause to be performed the required financial and compiler to audits in accordance with the Single Audit Ac Americ ments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- Will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.
- 20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
Nech	City Manager	
APPLICANT ORGANIZATION	DATE SUBMITTED	
City of New Bern	05/11/2021	

SF-424D (Rev. 7-97) Back



# CERTIFICATIONS

#### CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or amployee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Interim City Manager

#### Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation — It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

- 1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).
- 2. Overall Benefit. The aggregate use of CDBC londs, including Section 108 guaranteed loans, during program year(s) FY 2020, FY 2021, & FY 2022 in period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that entires that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.
- 3. Special Assessments. It was not attempt to recover any capital costs of public improvements assisted with CDF of funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

#### Excessive Force - It has adopted and is enforcing:

- 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint – Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Interim City Manager

# **OPTIONAL Community Development Block Grant Certification**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

)ate

Interim City Manager

#### APPENDIX TO CERTIFICATIONS

#### INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

#### **Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.





# RESOLUTION

### RESOLUTION

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

WHEREAS, under Title I of the Housing and Community Development Act of 1974, as amended, the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to communities in the prevention or elimination of slums or urban blight, or activities which will benefit low-and-moderate income persons, or other urgent community development needs; and

WHEREAS, the U.S. Department of Housing and Urban Development has advised the City of New Bern that under Fiscal Year 2021, the City is eligible to apply for an entitlement grant under the Community Development Block Grant (CDBG) Program in the amount of \$264,866; and

WHEREAS, the City of New Bern's Department of Development Services has prepared an Annual Action Plan for Fiscal Year 2021, which proposes how the entitlement grant funds will be expended to address the housing and community development needs identified in the City's Five-Year Consolidated Plan; and

WHEREAS, a draft of the FY 2021 Annual Action Plan were on public display from April 9, 2021 through May 10, 2021 and the City held a series of public meetings and hearings on the said Plan and the comments of various agencies, groups, and citizens were taken into consideration in the preparation of the final document

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

SECTION 1. That the Annual Action Plan for the Fiscal Year 2021 CDBG Program, a copy of which is attached hereto and incorporated herein by reference, is hereby in all respects APPROVED and the City Clerk is hereby directed to file a copy of said Annual Action Plan for Fiscal Year 2021 with the Official Minutes of this Meeting of this Board

**SECTION 2.** That the City is COGNIZANT of the conditions that are imposed in the undertaking and carrying out of the Community Development Block Grant Program with Federal financial assistance, including those relating to (a) the relocation of site occupants, (b) the prohibition of discrimination because of race, color, age, religion, sex, disability, familial status, or national origin, and other assurances as set forth under the certifications.

SECTION 3. That the Mayor, on behalf of the City of New Bern, North Carolina, is AUTHORIZED to file an Application for financial assistance with the U.S. Department of Housing and Urban Development which has indicated its willingness to make available funds to carry out the CDBG Program in the amount of \$264,866; and its further

AUTHORIZED to act as the authorized representative of the City of New Bern to sign any and all documents in regard to these programs.

**SECTION 4.** That the Mayor, on behalf the City of New Bern, North Carolina, is AUTHORIZED to provide assurances and/or certifications as required by the Housing and Community Development Act of 1974, as amended; and any other supplemental or revised data which the U.S. Department of Housing and Urban Development may request in review of the City's Application.

ADOPTED THIS 11TH DAY OF MAY 2021.

DANA E. OUTLAW, MAYOR

BRENDA E. BLANCO, CITY CLERK



# FIRST PUBLIC HEARING

1 of 2 02/16/2021 09:32:16 age

Order Number 15518454

O Number

89029 City of New Bern - LEGALS Customer

Accounts Payable Contact Address1 PO Box 1129

Address2

New Bern NC 28563 City St Zip (252) 639-2717 2hone

(252) 636-4108 ax

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FY 2021 CDBG Program (eywords

**lotes** 

Cones

Ad Number 17041629

Ad Key

GL - Gwen Landry Salesperson Publication New Bern Sun Journal

Classifieds Section Classifieds Sub Section 015 Legal Notices Category 02/18/2021-02/18/2021 Dates Run

Days

2 x 7.22, 65 lines Size

Words 578 Ad Rate L1 292.02 Ad Price 0.00 **Amount Paid** 292.02 Amount Due

#### **PUBLIC HEARING NOTICE**

### CITY OF NEW BERN, NC **FY 2021 CDBG PROGRAM**

Notice is hereby given that the City of New Bern, Craven County, NC will hold a public hearing on MONDAY, MARCH 1, 2021 AT 6:00 PM, prevailing time, in the Offices of the Development Services Department, Conference Room, 303 First Street, New Bern, North Carolina 28563. Masks are required and social distancing will be conducted. The Public Hearing can also be attended virtual through Microsoft Teams or through a number. The Microsoft Teams link is the following: https://rbd The conference call-in number is 1 - 302 - 202-1110 and code is 352428. The New Bern Development Services Offices are access ble to persons with physical disabilities. If special arrangements per be made to accommodate residents in order for them to participate in the public hearing, please call Ms. D'Aja Fulmore email address FulmoreD@newbernnc.gov or for the hex to make those arrangements.

The purpose of this public hearing is to discuss the City's Community Development Block Grant (CDBG) Program needs. In carticular, the housing, development community development, public services and econ needs of the City of New Bern. This information will be utilized by the City In its preparation of the FY 2021 Annual Action Plan including the use of FY 2021 CDBG funds. Based on its 2020 allocation, the City of New Bern anticipates that it will receive an allocation of approximately \$258,814 in CDBG Entitlement funds. This amount is preliminary and is subject to change based on the approval of the Federal Budget for FY 2021. In order to receive those funds, the City of New Bern must prepare a One Year Annual Action Plan for the use of Federal funds. At least 70% of the CDBG funds must benefit low- and moderate-income persons living in the City of New Bern. The City will be preparing its CDBG application and it intends to afford residents, local agencies, and interested parties the opportunity to become involved in the planning process.

The following types of activities may be eligible for funding under the CDBG program: acquisition of property; disposition costs; improvements to public facilities, including the removal of architectural barriers; demolition and environmental clean-up; public services that are a new or a quantifiable increase in the level of service; interim assistance; relocation payments for persons displaced as a result of a CDBG activity; rehabilitation of houses; code enforcement; special economic development activities; special activities undertaken by a community based development organization; home ownership assistance for purchase; planning; environmental; program administration; audit; and other miscellaneous activities.

If the City would undertake an activity that would result in the displacement of families or individuals, then the City would utilize its policy for

02/16/2021 09:32:17 2 of 2 age

**Order Number** : 15518454

O Number

89029 City of New Bern - LEGALS Customer

Accounts Payable Contact PO Box 1129 Address1

Address2

New Bern NC 28563 City St Zip **hone** (252) 639-2717 (252) 636-4108 ax

Gwen Landry rinted By Gwen Landry **Entered By** 

(eywords **Votes** 

FY 2021 CDBG Program

'ones

: 17041629 Ad Number

Ad Key

Salesperson GL - Gwen Landry Publication New Bern Sun Journal

Classifieds Section Classifieds **Sub Section** : 015 Legal Notices Category **Dates Run** 02/18/2021-02/18/2021

Days

Size 2 x 7.22, 65 lines

Words 578 Ad Rate L1 Ad Price 292.02 **Amount Paid** 0.00 **Amount Due** 292.02

minimizing such displacement. Furthermore, the City is responsible for replacing all low- and moderate-income housing units that may be demolished or converted as a result of CDBG funds.

All interested residents are encouraged to attend this public hearing and they will be given the opportunity to present oral or written testimony concerning the needs of the City of New Bern and the use of CDBG funds to address those needs over the next fiscal year. Written comments may be addressed to Ms. Amanda Ohlensehlen, Economic and Community Development Manager, City of New Bern, 303 First Street, New Bern, NC 28563, or emailed to ohlensehlena@newbernnc.gov.

> Hon. Dana E. Outlaw Mayor, City of New Bern

February 18, 2021 (adv)

### PUBLIC HEARING NOTICE CITY OF NEW BERN, NC FY 2021 CDBG PROGRAM

Notice is hereby given that the City of New Bern, Craven County, NC will hold a public hearing on **Monday, March 1, 2021 at 6:00 PM**, prevailing time, in the Offices of the Development Services Department, Conference Room, 303 First Street, New Bern, North Carolina 28563. Masks are required and social distancing will be conducted. The Public Hearing can also be attended virtual through Microsoft Teams or through a call-in number. The Microsoft Teams link is the following: <a href="https://rb.gy/banbiy">https://rb.gy/banbiy</a>. The conference call-in number is 1 - 302 - 202-1110 and the conference code is 352428. The New Bern Development Services Offices are accessible to persons with physical disabilities. If special arrangements need to be made to accommodate residents in order for them to participate in the public hearing, please call Ms. D'Aja Fulmore at (252) 639-7586, or by email address <a href="mailto:FulmoreD@newbernnc.gov">FulmoreD@newbernnc.gov</a> or 711 for the hearing impaired, to make those arrangements.

The purpose of this public hearing is to discuss the City's Community Development Block Grant (CDBG) Program needs. In particular, the housing, community development, public services and economic development needs of the City of New Bern. This information will be utilized by the City in its preparation of the FY 2021 Annual Action Plan including the use of FY 2021 CDBG funds. Based on its 2020 allocation, the City of New Bern anticipates that it will receive an allocation of approximately \$258,814 in CDBG Entitlement funds. This amount is preliminary and is subject to changed based on the approval of the Federal Budget for FY 2021. In order to receive those funds, the City of New Bern must prepare a One Year Annual Action Plan for the use of Federal funds. At least 70% of the CDBG funds must benefit low- and moderate-income persons living in the City of New Bern. The City will be preparing its CDBG application and it intends to afford residents, local agencies, and interested parties the opportunity to become involved in the planning process.

The following types of activities may be eligible for funding under the CDBG program: acquisition of property; disposition costs, improvements to public facilities, including the removal of architectural barriers; demolition and environmental clean-up; public services that are a new or a quantifiable increase in the level of service; interim assistance; relocation payments for persons displaced as a result of a CDBG activity; rehabilitation of houses; code enforcement; special economic development activities; special activities undertaken by a community based development organization; home ownership assistance for purchase; planning; environmental; program administration; audit; and other miscellaneous activities.

If the City would undertake an activity that would result in the displacement of families or individuals, then the City would utilize its policy for minimizing such displacement. Furthermore, the City is responsible for replacing all low- and moderate-income housing units that may be demolished or converted as a result of CDBG funds.

All interested residents are encouraged to attend this public hearing and they will be given the opportunity to present oral or written testimony concerning the needs of the City of New Bern and the use of CDBG funds to address those needs over the next fiscal year. Written comments may be addressed to Ms. Amanda Ohlensehlen, Economic and Community Development Manager, City of New Bern, 303 First Street, New Bern, NC 28563, or emailed to <a href="mailto:ohlensehlena@newbernnc.gov">ohlensehlena@newbernnc.gov</a>.

Hon. Dana E. Outlaw Mayor, City of New Bern

## Needs Assessment Public Hearing

## Development Services

March 1, 2021

NAME	ADDRESS	EMAIL	PHONE
· Dr. Gregory Holnes		degi Holmes	732-310-5104
Dupoches	1704 Righ St.	deedra duroch	252-670-1907
Mike Williams Habitat for Habitat for	Virtual attend		
CASSandra Hunsucker  Craven County  - Public Library	Virtual attende	e cassandra nunsucker acpert.org	
· Kep Peregory -Redevelopment Co	maussion	Kperegoy@carolina colours.com	

### **Needs Assessment Public Hearing**

### March 1, 2021

### **Development Services- Conference Room**

Deidra Durocher, formerly from Habitat for Humanity, stated "My Sister's House" located at 524 Roundtree Street by the nonprofit agency *Tried by Fire* needs funding for renovations. Deidra explained the home will serve as transition home for women coming out of prison- women would be preselected for placement, 8 women max. Deidra explained she was attending the meeting to advocate for a small amount to be donated for renovation of house.

Deidra also stated that the Neuse River Community Development Association is at the moment struggling to redefine itself and could use any funding to help.

Dr. Gregory Holmes advocated for the second oldest AME African American church, stating that he is interested in preserving and converting to a learning center. Dr. Nolmes also stated that he is working with Save a Lot supermarket company to do food baskets and get in the community. Dr. Holmes stated that he has been in conversation with the director of Development Services and would like to advocate for possible acquisition for a grocery store in the 5 Points area, which is a food desert.

Mike Williams, Habitat for Humanity, advocated for housing, stating that the Redevelopment Area needs repairs to their homes and his agency is willing to partner.

Cassandra Hunsucker of the Craven County Public Library attended but did not provide comment.

Kip Peregoy of the Redevelopment Commission advocated for funding to go to the Redevelopment Commission to assist with housing projects.



# SECOND PUBLIC HEARING

: 1 of 2 04/06/2021 10:01:50 <sup>3</sup>age

**Order Number** 15519380

O Number

89029 City of New Bern - LEGALS

Sustomer Contact Accounts Payable PO Box 1129

Address1

Address2 City St Zip New Bern NC 28563

(252) 639-2717 hone? (252) 636-4108 ax

Gwen Landry

rinted By **Entered By** Gwen Landry

(eywords FY 2021 Annual Action Plan

Votes 'ones

### NOTICE OF PUBLIC HEARING AND DISPLAY OF THE FY 2021 ANNUAL ACTION PLAN CITY OF NEW BERN, NORTH CAROLINA

Notice is hereby given that the City of New Bern, Craven County, NC will hold a public hearing on TUESDAY, APRIL 27, 2021 AT 6:00 PM. in the:

> Craven Community College Orringer Auditorium 800 College Court New Bern, NC 28562

Craven Community College's Orringer Auditorium is accessible to person with physical disabilities. If special arrangements need to be made to commodate residents with disabilities in order for them to the public hearing, including a Spanish or Karen interpreter, Ms. D'Aja Fulmore, Community Development Coordinal City Bern, at (252) 639-7586, or by email at to nored@newberngc.gov. Is make arrangements for the hearing impaned, call 7-1-1 for Carolina TDD.

The purpose of the public hearing is to present the City of New Bern's FY 2021 Annual Action Plan for the use of Community Development Block Grant (CDBG) funds. The City intends to submit its FY 2021 Annual Action Plan in the amount of \$264,866 for FY 2021 CDBG funds. The FY 2021 CDBG Plan will be submitted to HUD on or before May 17, 2021.

In order to obtain the views of residents, public agencies, and other interested parties, the City of New Bern will place its FY 2021 Annual Action Plan on display from April 9, 2021 through May 10, 2021, at the following locations during normal operational hours:

> City of New Bern City Hall City Clerks' Office 300 Pollock Street New Bern, NC 28560

### Office of the Department of Development Services

303 First Street New Bern, NC 28560

New Bern-Craven County Public Library

400 Johnson Street New Bern, NC 28560

The Community Development Block Grant (CDBG) budget for FY 2021 be accessed at the City of New Bern website: https://www.newbernnc.gov/.

Ad Number 17044780

Ad Key

Salesperson GL - Gwen Landry Publication New Bern Sun Journal

Section Classifieds **Sub Section** Classifieds 015 Legal Notices Category 04/08/2021-04/08/2021 Dates Run

Days

Size 2 x 8.77, 79 lines

Words 555 Ad Rate L1 Ad Price 344.15 **Amount Paid** 0.00 **Amount Due** 344.15 **Order Number** : 15519380

O Number

Customer Contact

89029 City of New Bern - LEGALS

Accounts Payable PO Box 1129 Address1

Address2

New Bern NC 28563 City St Zip (252) 639-2717 hone (252) 636-4108 :ax

2rinted By **Entered By** 

Gwen Landry Gwen Landry

(eywords Votes 'ones

FY 2021 Annual Action Plan

This plan will be available for examination during normal business hours of operation until May 10, 2021. The FY 2021 Annual Action Plan will be submitted to the Board of Aldermen on May 11, 2021 at which time these documents will be presented to the City of New Bern Board of Aldermen for approval at its regular Board Meeting.

The Proposed FY 2021 Annual Action Plan were prepared after conducting a public hearing on housing and community development needs, meetings with housing provider agencies, meetings with the City's staff and officials, and in accordance with City's Five-Year Consolidated Plan.

If the City would undertake an activity that would result in the ment of families or individuals, then the City would utilize in minimizing such displacement. Furthermore, the City is sponsible replacing all low- and moderate-income housing units the may b molished or converted as a result of CDBG Funds.

All interested persons, groups, and organization tend this public hearing and will be given the opportunity to or written testimony concerning the propes of plans and uses esent Federal funds under the FY 2021 Annual Action Plans Written comme may be addressed to Ms. Amanda Ohlensehlen, Economic and Comp wity Development Manager, City of New Bern, 303 First St 28563, or emailed to ohlensehlena@newbernnc.gov. Ressons with learning and/or speech impediments may contact the City via 7-1-1.

> Hon. Dana E. Outlaw Mayor, City of New Bern, NC

April 8, 2021 (adv)

Ad Number

Ad Key

Salesperson GL - Gwen Landry Publication New Bern Sun Journal

17044780

Classifieds Section Classifieds Sub Section

015 Legal Notices Category 04/08/2021-04/08/2021 Dates Run

Days

Size 2 x 8.77, 79 lines

Words 555 Ad Rate L1 344.15 Ad Price **Amount Paid** 0.00 344.15 **Amount Due** 

### NOTICE OF PUBLIC HEARING AND DISPLAY OF THE FY 2021 ANNUAL ACTION PLAN CITY OF NEW BERN, NORTH CAROLINA

Notice is hereby given that the City of New Bern, Craven County, NC will hold a public hearing on Tuesday, April 27, 2021 at 6:00 PM, in the:

City Hall Courtroom 300 Pollock Street New Bern, NC 28560

City Hall and the City Hall Courtroom are accessible to persons with physical disabilities. If special arrangements need to be made to accommodate residents with disabilities in order for them to participate in the public hearing, including a Spanish or Karen interpreter, please call Ms. D'Aja Fulmore, Community Development Coordinator, City of New Bern, at (252) 639-7586, or by email at <a href="mailto:fulmored@newbernnc.gov">fulmored@newbernnc.gov</a>. To make arrangements for the hearing impaired, call 7-1-1 for Relay North Carolina TDD.

The purpose of the public hearing is to present the City of New Bern's FY 2021 Annual Action Plan for the use of Community Development Block Grant (CDBG) funds. The City intends to submit its FY 2021 Annual Action Plan in the amount of \$264,866 for FY 2021 CDBG funds. The FY 2021 CDBG Plan will be submitted to HUD on or before May 17, 2021.

In order to obtain the views of residents, public agencies, and other interested parties, the City of New Bern will place its FY 2021 Annual Action Plan on display from April 9, 2021 through May 10, 2021, at the following locations during normal operational hours:

City of New Bern City Hall City Clerks' Office 300 Pollock Street New Bern, NC 28560

Office of the Department of Development Services

303 First Street New Bern, NC 28560

New Bern-Craven County Public Library

400 Johnson Street New Bern, NC 28560

The Community Development Block Grant (CDBG) budget for FY 2021 can be accessed at the City of New Bern website: https://www.newbernnc.gov/.

This plan will be available for examination during normal business hours of operation until May 10, 2021. The FY 2021 Annual Action Plan will be submitted to the Board of Aldermen on May 11, 2021 at which time these documents will be presented to the City of New Bern Board of Aldermen for approval at its regular Board Meeting.

The Proposed FY 2021 Annual Action Plan were prepared after conducting a public hearing on housing and community development needs, meetings with housing provider agencies, meetings with the City's staff and officials, and in accordance with City's Five Year Consolidated Plan.

If the City would undertake an activity that would result in the displacement of families or individuals, then the City would utilize its policy for minimizing such displacement. Furthermore, the City is responsible for replacing all low- and moderate-income housing units that may be demolished or converted as a result of CDBG Funds.

All interested persons, groups, and organizations are encouraged to attend this public hearing and will be given the opportunity to present oral or written testimony concerning the proposed plans and uses of Federal funds under the FY 2021 Annual Action Plan. Written comments may be addressed to Ms. Amanda Ohlensehlen, Economic and Community Development Manager, City of New Bern, 303 First Street, New Bern, NC 28563, or emailed to <a href="mailto:ohlensehlena@newbernnc.gov">ohlensehlena@newbernnc.gov</a>. Persons with learning and/or speech impediments may contact the City via 7-1-1.

Hon. Dana E. Outlaw Mayor, City of New Bern, NC



# City of New Bern Board of Aldermen Meeting/Public Hearing Tuesday, April 27, 2021

### Minutes

At approximately 6:30pm, Amanda Ohlensehlen, Community and Economic Development Manager, stood up to give a presentation on the draft 2021 Annual Action Plan. Mrs. Ohlensehlen's presentation included key points from the plan, including the intended use of funding and proposed projects. Mrs. Ohlensehlen explained to the Board that the plan would remain on display to complete a 30-day advertisement period.

The Mayor and Board of Aldermen opened the public hearing at approximately 6:40pm.

No comments/questions were received.



# SUBSTANTIAL AMENDMENT PUBLIC HEARING

# NOTICE OF PUBLIC HEARING CITY OF NEW BERN, NORTH CAROLINA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBSTANTIAL AMENDMENT TO FY 2020 & 2021 PROGRAM YEARS

Notice is hereby given by the City of New Bern, Craven County, NC that it will hold a public hearing on Tuesday, November 14, 2023 at 6:00 PM, prevailing time, in the courtroom on the second floor of City Hall, 300 Pollock Street, New Bern, NC 28560. City Hall and the City Hall Courtroom are accessible to persons with physical disabilities. If special arrangements need to be made to accommodate residents with disabilities in order for them to participate in the public hearing, including a Spanish or Karen interpreter, please call Ms. D'Aja Fulmore, Community Development Coordinator, City of New Bern, at (252) 639-7586, or by email at <a href="mailto:fulmored@newbernnc.gov">fulmored@newbernnc.gov</a>. To make arrangements for the hearing impaired, call 7-1-1 for Relay North Carolina TDD.

The purpose of this public hearing is to present substantial amendments to the City of New Bern's FY 2020 and 2021 Annual Action Plans for the use of Community Development Block Grant (CDBG) funds.

The City of New Bern previously adopted its FY 2020 and 2021 Annual Action Plans and Budgets for the use of CDBG funds. In accordance with CDBG program regulations, the City is allowed to make substantial amendments to its Annual Action Plans and Budgets in accordance with the City's Citizen Participation Plan.

The City has determined that it is necessary to amend the CDBG program year budgets for the previously approved Annual Action Plans. The funds will remain the same but new scope will be added.

These are considered substantial amendments in accordance with the City's Citizen Participation Plan as the following applies: the scope of previously approved projects/activities are being changed.

The substantial amendments to the CDBG Annual Action Plans are proposed as follows:

### FY 2020 Program Year

IDIS # 34 - Housing Rehabilitation in the Five Points Area: The City is amending the project scope by changing it to the following: "Funds will be provided to the Redevelopment Commission to be used to rehabilitate a single-family home, which will be donated to Habitat for Humanity and sold to an eligible low- and moderate-income household in the Greater Five Points Area of the City. This is a multi-year activity." The line-item budget amount will not change.

### FY 2021 Program Year

IDIS # 37 - Housing Rehabilitation in the Five Points Area: The City is amending the project scope by changing it to the following: "Funds will be provided to the Redevelopment Commission to be used to rehabilitate a single-family home, which will be donated to Habitat for Humanity and sold to an eligible low- and moderate-income household in the Greater Five Points Area of the City. This is a multi-year activity." The line-item budget amount will not change.

Copies of the Substantial Amendments will be on public display for a period of 30 days from Friday, October 27, 2023 to Monday, November 27, 2023. Copies are available at the following locations and may be viewed between normal business hours of 8:00 AM to 5:00 PM:

City Clerks' Office
City Hall, 300 Pollock Street, New Bern, NC 28560

Office of the Department of Development Services 303 First Street, New Bern, NC 28560

New Bern-Craven County Public Library 400 Johnson Street, New Bern, NC 28560

All interested residents are encouraged to attend this public hearing and they will be given the opportunity to present oral or written testimony concerning the Substantial Amendments for the FY 2020 and 2021 CDBG Programs. All comments received during the period of display will be presented to the City Council at its Regular Meeting on Tuesday, November 28, 2023 at 6:00 PM. Written comments may be addressed to Ms. D'Aja Fulmore, Community Development Coordinator, City of New Bern, 303 First Street, New Bern, NC 28563, or emailed to <a href="mailto:fulmored@newbernnc.gov">fulmored@newbernnc.gov</a>. Persons with hearing and/or speech impediments may contact the City via 7-1-1.

Hon. Jeffrey Odham Mayor, City of New Bern, NC

## **AGENDA ITEM COVER SHEET**



**Agenda Item Title:** Consider Adopting a Resolution Authorizing an Amended and Restated Full Requirements Power Supply Agreement (FRPSA) between the City of New Bern and the North Carolina Eastern Municipal Power Agency (NCEMPA).

Date of Meeting: 11/28/2023  Department: Electric Utilities  Call for Public Hearing: □Yes⊠No		Ward # if applicable:  Person Submitting Item: Charles Bauschard, Director of Public Utilities  Date of Public Hearing:				
				Explanation of Item:		oly agreement between the City of New Bern and ina Eastern Municipal Power Agency has been Restated.
				Actions Needed by Board:	Execute the Amended and Restated Full Requirements Power Sales Agreement between the City of New Bern and the North Carolina Eastern Municipal Power Agency	
Backup Attached:	Memo to Mayor Odham, Resolution, Amended Agreement					
Is item time sensitive?	<b>∀Yes</b> □No					
Cost of Agenda Item: \$						
and certified by the Fin	10 20 기계 시대에 가게 하는 모든 것	been budgeted and are funds available  ☐Yes ☒ No				

**Additional Notes:** 



210 Kale Road, P.O. Box 1129 New Bern, NC 28563-1129

TO: Mayor Odham, Board of Aldermen

FROM: Charles D. Bauschard, Director of Public Utilities

COPIES: Foster Hughes, City Manager; File

DATE: November 8, 2023

**SUBJECT:** Consider Adopting A Resolution Authorizing The Execution And Delivery Of The Amended And Restated Full Requirements Power Sales Agreement (FRPSA) Between the City of New Bern and North Carolina Eastern Municipal Power Agency (NCEMPA).

As the result of NCEMPA entering into a Settlement Agreement with Duke Energy Progress to resolve Section 205 rate proceeding. Both the NCEMPA Board of Commissioners and Electricities Board of Directors have approved the Tenth Amended and Restated Full Requirements Power Purchase Agreement (FRPPA). Electricities staff is requesting the Board of Alderman execute the Amended and Restated FRPSA. Where the FRPSA is the power supply agreement between the City of New Bern and NCEMPA and the FRPPA is the power supply agreement between NCEMPA and Duke Progress Energy.

Electricities staff has summarized the changes to the FRPSA as follows.

- "The WHEREAS section of the FRPSA has been revised to reflect certain defined terms in the FRPPA."
- "Definitions have been added and updated to define and include Energy Injection Devices (battery storage) under the Qualified Generation Cap (subject to the minimum size threshold of 95 kW), now called Qualified Resources (QR)."
- 3. "The Guidelines Concerning Load Side Generation were updated to conform to the FRPPA and are now called the Guidelines Concerning Distributed Resources approved by the NCEMPA Board of Commissioners and ElectriCities Boad of Directors in July 2023. Some highlights of the changes to include the following:
  - Maintain the cap at 1.75% of DEP system capacity but increase the cap by 25 MW.
  - b. Grandfather existing battery installations (5 MW excluded from the cap).
  - Remove limits on location, allowing all QR to be located either behind the 1st or 2nd meters (i.e., retail customer and/or delivery point).

- d. Remove limits on ownership, allowing NCEMPA, Members, or their customers to own QR and shortened notice periods for new QR."
- 4. "New definition to address large interruptible loads (e.g., Cryptocurrency miners):
  - a. Applies to new C&I customers (or new load of existing C&I customers) with interruptible load in excess of 1 MW."

I would be happy to answer any questions about this matter.

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN. DETERMINING THAT IT IS IN THE BEST INTERESTS OF CITY OF NEW BERN TO APPROVE AUTHORIZE THE EXECUTION AND DELIVERY OF THE AMENDED AND RESTATED FULL REQUIREMENTS POWER SALES AGREEMENT BETWEEN THE CITY OF BERN AND NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY

WHEREAS, the City of New Bern (the "Municipality") and North Carolina Eastern Municipal Power Agency ("Power Agency") entered into a Full Requirements Power Sales Agreement (the "FRPSA"), dated as of the twenty-fourth day of September, 2015, pursuant to which Power Agency sells and each Member purchases its Full Requirements Bulk Power Supply requirements (as that term is defined in the FRPSA); and

WHEREAS, the Board of Directors of Power Agency, by motion properly made and approved at its meeting on May 25, 2023, approved and authorized the execution and delivery of Tenth Amended and Restated Full Requirements Power Purchase Agreement (the "FRPPA") between the Power Agency and Duke Energy Progress, LLC (including successors and permitted assigns, "DEP"), pursuant to which Power Agency has agreed to purchase from DEP and DEP has agreed to sell to Power Agency Power Agency's full requirements capacity and energy to serve the load of the electric power customers of Power Agency's members, the electric needs of which the members have undertaken the obligation to meet, and contingent upon a recommendation by the Rate Committee and approval by the Board of Commissioners of Power Agency; and

WHEREAS, by motions properly made and approved at meetings on June 7, 2023 and June 8, 2023, the Rate Committee and the Board of Commissioners, respectively, recommended that staff execute and approve the FRPPA in the name and on behalf of the Power Agency; and

WHEREAS, on September 22, 2023, the Board of Directors of Power Agency adopted Resolution BRR-10-23, which, among other things, (i) ratified the approval and execution of the FRPPA by the Chief Executive Officer in the name and on behalf of Power Agency and (ii) authorized Power Agency to execute and deliver to each Member an Amended and Restated Full Requirements Power Sales Agreement (the "Amended and Restated FRPSA") to give effect to the transactions contemplated by the FRPPA; and

WHEREAS, Power Agency has caused to be furnished to the Municipality each of the following: (i) the FRPPA, (ii) Resolution BDR-10-23, and (iii) an executed Amended and Restated FRPSA, dated as of September 22, 2023; and

WHEREAS, the Board of Aldermen of the Municipality (the "Governing Body") has taken into consideration the benefits which might be achieved by approving, executing and delivering the Amended and Restated FRPSA.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Aldermen of the City of New Bern that:

- 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 to enter into
  the Amended and Restated FRPSA; and
- 2. The Governing Body hereby authorizes and directs that the Amended and Restated FRPSA be executed for and on behalf of the Municipality by the Mayor and City Clerk, sealed with the seal of the Municipality and delivered to the Power Agency in the form and substance of the Amended and Restated FRPSA presented at this meeting; and

- The Governing Body hereby directs the City Clerk to furnish or cause to be furnished to Power Agency a certified copy of this resolution together with the executed Amended and Restated FRPSA; and
- 4. The Governing Body hereby directs the City Clerk to file with the minutes of this meeting (i) the FRPPA, (ii) Resolution BDR-10-23, and (iii) the proposed Amended and Restated FRPSA as presented and available at this meeting.
- This resolution shall become effective upon its adoption.
   ADOPTED this 28<sup>th</sup> day of November, 2023.

	Jeffrey T. Odham, Mayor	
ATTEST:		
Brenda E. Blanco, City Clerk		
(SEAL)		

### NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY

Amended and Restated Full Requirements Power Sales Agreement

Dated as of September 22, 2023

### TABLE OF CONTENTS

SECTION 1.	<u>Definitions</u>	2
SECTION 2.	Term of Agreement	7
SECTION 3.	Sale and Purchase of Full Requirements Bulk Power Supply	8
SECTION 4.	Rates and Charges; Surplus Moneys	9
SECTION 5.	Total Annual Budget and Monthly Bills; Payments by the Member	. 10
SECTION 6.	Rate Review and Payment Sources.	. 11
SECTION 7.	Obligations in the Event of Default.	. 12
SECTION 8.	Deliveries; Delivery Facility Costs; Load Forecasts; System Reliability	. 13
SECTION 9.	Member Planning and Operations.	. 16
SECTION 10.	Disposition of Electric Systems.	. 17
SECTION 11.	Miscellaneous General Provisions.	. 18
SECTION 12.	Future Members.	21
SECTION 13.	Records; Accounts; Reports; Audits.	21
SECTION 14.	Modification and Uniformity of Contracts.	22
SECTION 15.	Assignment of Agreement.	22
SECTION 16.	Severability	22
SECTION 17.	Applicable Law; Construction.	23
SECTION 18.	Survivorship of Obligations.	23
SECTION 19.	No Delay.	23
SECTION 20.	Further Documentation.	23
SECTION 21.	Incorporation of Exhibits.	23
SECTION 22.	Continuance and Enforcement of Agreement	23
SECTION 23.	Relationship to Other Instruments.	24
SECTION 24.	Counterparts; Electronic Signatures.	24
SECTION 25.	Entire Agreement.	24
SECTION 26.	Preaudit.	24
Exhibit A -	Network Integration Transmission Service Agreement and Network Operation Agreement between Duke Energy Progress, Inc. and North Carolina Eastern Municipal Agency	٦.

### NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY

### AMENDED AND RESTATED FULL REQUIREMENTS POWER SALES AGREEMENT

THIS AGREEMENT, dated as of the 22<sup>nd</sup> day of September, 2023, is by and between North Carolina Eastern Municipal Power Agency, a joint agency of the State of North Carolina (including successors and permitted assigns, "Power Agency"), and the municipality of the State of North Carolina (including successors and permitted assigns, the "Member") which has executed this Agreement (as supplemented and amended pursuant to the terms of this Agreement, the "Agreement").

WHEREAS, the parties hereto are parties to a Full Requirements Power Sales Agreement, dated as of April 24, 2015, (the "FRPSA"), pursuant to which Power Agency sells and the Member purchases the Full Requirements Bulk Power Supply requirements of the Member; and

WHEREAS, Power Agency entered into a Full Requirements Power Purchase Agreement with Duke Energy Progress, LLC (including successors and permitted assigns, "DEP"), dated as of September 5, 2014, as amended and restated effective as of December 10, 2014, August 1, 2015, June 1, 2017, July 1, 2017, November 1, 2018, June 1, 2020, January 1, 2021, October 1, 2021, and March 1, 2022 (as amended and restated, the "Original FRPPA"), pursuant to which Power Agency agreed to purchase from DEP and DEP agreed to sell to Power Agency firm capacity and energy in amounts required by Power Agency to reliably serve the then current and future electrical loads of Power Agency's Members; and

WHEREAS, Power Agency and DEP agreed to replace the Original FRPPA with the Tenth Amended and Restated Full Requirements Power Purchase Agreement, executed as of June 27, 2023 to be effective as of January 1, 2023 (the "FRPPA"), pursuant to which Power Agency has agreed to purchase from DEP and DEP has agreed to sell to Power Agency full requirements capacity and energy to serve Power Agency's Native Load (as defined therein); and

WHEREAS, certain defined terms in the Original FRPPA have been amended by the FRPPA and, as a result thereof, Power Agency and the Member desire to amend and restate the FRPSA to give effect to the amended defined terms set forth in the FRPPA; and

WHEREAS, on September 22, 2023, the Board of Directors of Power Agency adopted a resolution pursuant to which it approved this Amended and Restated Full Requirements Power Sales Agreement and directed that it be submitted to the Members for approval; and

WHEREAS, the governing board of the Member has authorized the execution and delivery of this Amended and Restated Full Requirements Power Sales Agreement; and

WHEREAS, Power Agency is a party to the Network Integration Transmission Service Agreement (the "NITSA") and the Network Operating Agreement (the "NOA") between Duke Energy Progress, Inc. and North Carolina Eastern Municipal Power Agency, as amended by DEP from time to time, on file with the Federal Energy Regulatory Commission as OATT Service Agreement No. 268 of Duke Energy Progress, Inc., a copy of which is attached to this Agreement as **Exhibit A**; and

WHEREAS, Power Agency is a party to an Agreement for Transmission Use and Other Electric Service (the "Dominion NCP Transmission Agreement") with Dominion North Carolina Power (formerly Virginia Electric and Power Company) ("Dominion NCP"), dated as of July 30, 1981, with respect to (i) arrangements for the transmission of electric energy from points of interconnection of the DEP and Dominion NCP electric systems; and (ii) other related matters; and

### NOW, THEREFORE, the parties hereto mutually agree as follows:

### SECTION 1. Definitions.

The singular of any term defined in this Agreement shall encompass the plural, and the plural the singular, unless the context clearly indicates otherwise or may otherwise require.

- (a) "Affiliate" of any Person means any other Person directly or indirectly Controlling, directly or indirectly Controlled by or under direct or indirect common Control with such Person.
- (b) "Bond Resolution" means the resolution adopted by Power Agency, as the same may be amended or supplemented from time to time pursuant to the terms thereof, pursuant to which the Bonds are issued. Subsequent amendments to the Bond Resolution may be made without the approval of the Member if made pursuant to the terms of the Bond Resolution.
- (c) "Bonds" means Bonds (as such term is defined in the Bond Resolution) issued from time to time pursuant to and under the authority of the Bond Resolution (i) to pay Balance of Defeasance Costs (as such term is defined in the Debt Service Support Contract), and (ii) to refund Bonds, Notes (as such term is defined in the Debt Service Support Contract) or Subordinated Debt (as such term is defined in the Debt Service Support Contract) theretofore issued and outstanding as authorized by Section 8 of the Debt Service Support Contract.
- (d) "Contract Year" means the 12-month period commencing January 1 of each year during the term of this Agreement and ending midnight local time on the December 31 next following (or such other 12-month period as Power Agency shall determine); provided, however, that the first Contract Year shall commence, with respect to Full Requirements Bulk Power Supply, on the day immediately following the Effective Date; and provided further, however, that the last Contract Year shall end at midnight local time on the date of termination of this Agreement as provided in Section 2 herein.
- (e) "Control" of any Person means the possession, directly or indirectly, of the power either to (a) vote more than fifty percent (50%) of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such Person or (b) direct or cause the direction of management or policies of such Person, whether through the ownership of voting securities or interests, by contract or otherwise.
- (f) "Customer Resource" means any generating unit having a nameplate capacity rating of 95 kW or more or an Energy Injection Device, including any Energy Injection Device owned by

Power Agency, that is installed behind (i) a member's retail customer meter, (ii) a Member's wholesale customer meter, or (iii) the meter of a retail customer of a wholesale customer of a Member.

- (g) "Debt Service Support Contract" means the Debt Service Support Contract, dated as of the date hereof, entered into between Power Agency and the Members, as the same may be supplemented and amended from time to time.
- (h) "Delivery Point" means the point on the DEP Transmission System where the delivery of power to the Member is measured in accordance with the NITSA and NOA, at which point the delivery of electric power to the Member is measured for billing purposes under this Agreement.
- (i) "Dominion NCP Transmission Agreement" has the meaning assigned in the preambles to this Agreement.
- (j) "Economic Development Resource" means any generating unit or Energy Injection Device that is installed for the purpose of retaining the load of an existing customer or attracting the load of a new customer served or to be served by a Member and that is used to serve load at the site of the generating unit or Energy Injection Device consistent with Section 4.3 of the FRPPA.
- (k) "Edenton Generators" means the two (2) 1,250 kW generators owned and operated by the Town of Edenton that are located on Tower Drive, Edenton, North Carolina.
- "Effective Date" means January 1, 2023.
- (m) "Electric System" means all properties and assets, real and personal and tangible and intangible, of the Member now or hereafter existing, used for or pertaining to the generation, transmission, transformation, distribution and sale of electric power and energy or general plant associated therewith, including all renewals, replacements, additions, extensions, expansions, improvements and betterments thereto.
- (n) "Elizabeth City Generators" means the four (4) 1,750 kW generators owned and operated by the City of Elizabeth City that are located at 410 Pritchard Street, Elizabeth City, North Carolina.
- (o) "Energy Injection Device" means battery storage, or any other current or future technologies that withdraw, store, and reinject energy into the electrical system that have a maximum capable injection capacity of 95 kW or more.
- (p) "Full Requirements Bulk Power Supply" means, with respect to the Member, all electric power and energy required by the Member at its Delivery Point(s)<sup>1</sup>, exclusive of any purchases of power and energy by the Member from the Southeastern Power Administration ("SEPA"), if any, and, as applicable, exclusive of the output of Customer Resources, Member Resources, Economic Development Resources, the Edenton Generators and the Elizabeth City Generators. Full Requirements Bulk Power Supply shall include all transmission service to deliver Full Requirements Bulk Power Supply to the Member's Delivery Point(s), power and energy purchases

<sup>&</sup>lt;sup>1</sup> Including any load met by NCEMPA Generation that is interconnected with the Member's Electric System.

made by Power Agency pursuant to the Full Requirements Power Purchase Agreement, power and energy supplied by NCEMPA Generation, and power and energy derived by Power Agency from any resource used to replace power and energy purchases under the Full Requirements Power Purchase Agreement (i) following the exercise by Power Agency of an early termination option set forth in the Full Requirements Power Purchase Agreement, or (ii) in connection with a PURPA Qualifying Facility owned by Power Agency.

- "Full Requirements Power Costs" for any period means all costs associated with or (q) incidental to Full Requirements Bulk Power Supply for such period. In addition to the costs associated with or incidental to Full Requirements Bulk Power Supply, Full Requirements Power Costs also shall include, without limitation (i) Power Agency's general and administrative overhead costs allocated to Power Agency's activities related to its provisions of Full Requirements Bulk Power Supply, (ii) working capital deemed necessary by Power Agency, (iii) costs and expenses relating to the acquisition, construction, maintenance and operation of an administrative building or office, including land therefor, together with any administrative equipment and facilities, which may be owned alone or together with any other joint agency or agencies, joint municipal assistance agencies, municipalities, corporations, associations or Persons under such terms and provisions for sharing costs and otherwise as may be determined by Power Agency, (iv) costs associated with Power Agency management and other services provided to Members, including, but not limited to, costs associated with compliance with renewable energy requirements or mandatory electric reliability standards, (v) amounts necessary for the payment of the principal of and premium, if any, and interest on any bonds, notes (including notes issued in anticipation of the issuance of bonds), certificates, warrants or other evidences of indebtedness, including commercial paper, issued for Full Requirements Power Costs (collectively, "Full Requirements Power Debt"), which Full Requirements Power Debt shall be payable from all or any amounts received under the Full Requirements Power Sales Agreements, as determined by Power Agency, after giving effect to the provisions of Section 6(d) thereof, as payments from the Members of Full Requirements Power Costs, and (vi) all costs and expenses relating to the issuance, security and payment of Full Requirements Power Debt, including without limitation costs and expenses associated with insurance contracts, agreements for lines of credit, letters of credit, commitments to purchase Full Requirements Power Debt, depositaries for safekeeping and agents for delivery and payment.
- (r) "Full Requirements Power Purchase Agreement" has the meaning assigned in the preambles to this Agreement.
- (s) "Full Requirements Power Sales Agreement" means this Agreement and all other Agreements substantially identical to this Agreement entered into by Power Agency and the Members with respect to the purchase and sale of Full Requirements Bulk Power Supply, as the same may be supplemented or amended from time to time.
- (t) "Guidelines Concerning Distributed Resources" means the Guidelines Concerning Distributed Resources, originally approved and adopted as Guidelines Concerning Load-Side Generation by the North Carolina Eastern Municipal Power Agency Board of Commissioners on June 23, 1993 and revised by the Board of Directors of Power Agency on November 16, 2012, January 27, 2017 and January 26, 2018, as supplemented and amended, including, but not limited to, as supplemented and amended on July 28, 2023.

- (u) "Hourly Demand" means, in each hour, the aggregate load of Power Agency's Members for which there is in effect a Full Requirements Power Sales Agreement, determined by summing the metered 60-minute demands of the Members (integrated metered kilowatt load, compensated where applicable, in accordance with the NITSA and NOA and Dominion NCP Transmission Agreement, to reflect losses from the meter location back to the Delivery Point), adjusted to include the output of PURPA Qualifying Facilities in each clock hour in accordance with Section 4.4.2 of the Full Requirements Power Purchase Agreement, and adjusted further to include line losses over the DEP transmission system.
- (v) "Interruptible Load", as used in the Guidelines Concerning Distributed Resources, means the load of any retail customer of a Member that is not a residential customer that such customer may elect to interrupt, curtail, or otherwise reduce, either on its own or at the request or direction of Power Agency or a Member.
- (w) "Late Payment Interest Rate" means, for any month, the prime rate being charged by Bank of America, N.A., or its successor, or by any other major bank selected by Power Agency in its sole discretion, on the first day of such month, plus one percentage point, divided by twelve, expressed in percentage points, to the nearest hundredth, but not in excess of the rate permitted by applicable North Carolina law.
- (x) "Members" means those entities which enter into Full Requirements Power Sales Agreements with Power Agency substantially identical to this Agreement.
- (y) "Member Resource" means any generating unit (other than the Edenton Generators and Elizabeth City Generators) having a nameplate capacity of 95 kW or more or Energy Injection Device, including any Energy Injection Device owned by Power Agency, that is directly connected to the electric system behind the Duke-owned wholesale revenue meter of a Member.
- (z) "Member's Share" has the meaning assigned in the Debt Service Support Contract.
- (aa) "Monthly Bill" means the written statement prepared monthly by Power Agency and provided to the Member pursuant to Section 5 herein.
- (bb) "Monthly Support Costs" has the meaning assigned in the Debt Service Support Contract.
- (cc) "NCEMPA Generation" means any generating unit owned by Power Agency having a nameplate capacity rating of 95 kW or more that is connected to the electric system behind the Duke-owned wholesale meter of a Member.
- (dd) "NITSA" has the meaning assigned in the preambles to this Agreement.
- (ee) "NOA" has the meaning assigned in the preambles to this Agreement.
- (ff) "Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, limited liability company, unincorporated organization, governmental authority or any other form of legal entity.

- (gg) "Policy Guidelines for Leased Facilities Charges" means the Policy Guidelines For Leased Facilities Charges approved and adopted by the Board of Directors of Power Agency, as revised, supplemented and amended, including, but not limited to, as supplemented and amended on April 23, 2004.
- "Prudent Utility Practice" means any of the practices, methods, and acts engaged in or (hh) approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Prudent Utility Practices are not intended to be limited to the optimum practices, methods, or acts to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the electric utility industry. In evaluating whether any matter conforms to Prudent Utility Practice as used in this Agreement, the parties hereto shall take into account (i) the fact that Power Agency and each Member is a public body and a body corporate and politic organized under the laws of the State of North Carolina, with the statutory duties and responsibilities thereof, and (ii) the objectives to integrate Full Requirements Bulk Power Supply with the other resources of the Members, including, but not limited to, Qualified Resources owned by Power Agency, its Members and its Members' customers, SEPA Purchases and other PURPA Qualifying Facilities to achieve optimum utilization of the resources and achieve efficient and economical operation of each system.
- (ii) "PURPA Qualifying Facility" means a generating facility that is a "small power production facility" or "cogeneration facility" that, in each case, meets the requirements of Sections 292.203(a) and 292.203(b) of Title 18 of the Code of Federal Regulations and that has satisfied the procedures for obtaining Qualifying Facility status under Section 292.207 of Title 18 of the Code of Federal Regulations.
- (jj) "Qualified Resources", as used in the Guidelines Concerning Distributed Resources consists of Member Resources, Customer Resources, and NCEMPA Generation.
- (kk) "Renewable Energy Development and Service Agreement" means the Renewable Energy Development and Service Agreement between Power Agency and each of its members dated as of May 26, 2009, as the same may be supplemented and amended.
- (II) "Revenues" means all income, rents, rates, fees, charges, receipts, profits and other moneys or monetary benefits derived by the Member directly or indirectly from the ownership or operation of its Electric System and the sale, furnishing or supplying of capacity or output and power and energy therefrom, including, without limiting the generality of the foregoing, (i) all income, rents, rates, fees, charges receipts, profits or other moneys derived from the sale, furnishing or supplying of the electric power and energy and other services' facilities and commodities sold, furnished or supplied the facilities of the Electric System, (ii) the earnings on and income derived from the investment of such income, rents, rates, fees, charges, receipts, profits or other moneys to the extent that the use of such earnings and income is limited by or pursuant to law to the Electric System and (iii) the proceeds derived by the Member directly or indirectly from the sale, lease or other disposition of a part of the Electric System, but the term "Revenues" shall not include retail customers' deposits or any other deposits subject to refund until such deposits have become the

property of the Member and shall not include any refunds associated with electric service by a Member prior to the Effective Date.

- (mm) "SEPA Purchases" means the aggregate sum of capacity and energy that some or all of Power Agency's Members receive as preference customers, through the U.S. Department of Energy-Southeastern Power Administration ("SEPA"), pursuant to contracts entered into between the United States of America and such Members pursuant to the Flood Control Act of 1944 or similar or superseding Federal law.
- (nn) "Telemetry and Metering System Services Agreement" means the Telemetry and Metering System Services Agreement between DEP (formerly Carolina Power & Light Company) and Power Agency dated as of August 7, 1998, and January 1, 2020, and as supplemented from time to time.
- (00) "Total Annual Budget" means the budget adopted by Power Agency pursuant to Section 5 of this Agreement.

### SECTION 2. Term of Agreement.

This Agreement shall be effective as of the Effective Date. Power Agency shall notify the Member of the Effective Date as soon as practical thereafter.

The term of this Agreement shall expire at midnight local time on December 31, 2043; provided, however, that this Agreement may be terminated by the Member effective at midnight local time on December 31, 2035, upon written notice to Power Agency (i) not later than July 31, 2027, or (ii) not later than March 31, 2031; provided, however, if the number of Members giving notice to terminate pursuant to clause (ii) of Section 2 of such Members' Full Requirements Power Sales Agreements would cause Power Agency's 12-month average Monthly Coincident Billing Demands (as such term is defined in the Full Requirements Power Purchase Agreement) to be reduced by more than 700 megawatts, as determined by Power Agency based on Power Agency's actual Monthly Coincident Billing Demands during Calendar Year 2030, Power Agency shall give written notice, not later than July 31, 2031, of such fact to all Members from whom Power Agency has received such notice to terminate, together with Power Agency's best estimate of the costs Power Agency expects to incur under the Full Requirements Power Purchase Agreement as a result of a reduction in its 12-month average Monthly Coincident Billing Demands exceeding 700 megawatts, and any such Member who has given such notice to terminate thereafter may rescind such notice to terminate by written notice to Power Agency not later than September 30, 2031. In the event Power Agency determines that the number of Members giving notice to terminate pursuant to clause (ii) of Section 2 of such Members' Full Requirements Power Sales Agreements would cause Power Agency's 12-month average Monthly Coincident Billing Demands to be reduced by more than 700 megawatts, Power Agency shall use its reasonable best efforts to engage in negotiations (in which the Member may participate) with DEP to permit all Members who have given such notice to terminate to terminate their Full Requirements Power Sales Agreements without any financial costs to Power Agency. Notwithstanding the foregoing, any costs incurred by Power Agency pursuant to the Full Requirements Power Purchase Agreement if the final number of Members giving notice to terminate pursuant to clause (ii) of this Section 2 causes Power Agency's 12-month average

Monthly Coincident Billing Demands to be reduced by more than 700 megawatts shall be borne by such terminating Members on a <u>pro rata</u> basis, as determined by Power Agency using Power Agency's actual Monthly Coincident Billing Demands during Calendar Year 2030. This Agreement may be terminated by Power Agency as provided in Section 7(b) of this Agreement.

(a) Notwithstanding the foregoing, the expiration or termination of this Agreement shall not affect any accrued liability or obligation hereunder. This Agreement shall not be subject to termination by either party under any circumstances, whether based upon the default of any other party under this Agreement or any other instrument or otherwise, except as specifically provided in this Agreement.

### SECTION 3. Sale and Purchase of Full Requirements Bulk Power Supply.

- (a) Commencing with the first day of the first Contract Year, Power Agency shall provide or cause to be provided and sell, and the Member shall purchase from Power Agency, the Full Requirements Bulk Power Supply requirements of the Member. Power Agency will be responsible in accordance with the provisions of this Agreement for planning, negotiating, designing, financing, acquiring or constructing, contracting for, administering, operating, and maintaining all generation and transmission arrangements and facilities and power purchases necessary to effect the delivery and sale of Full Requirements Bulk Power Supply to the Member during the term of this Agreement. In furtherance of Power Agency's obligations to sell and the Member's obligations to purchase hereunder, Full Requirements Bulk Power Supply shall initially be sold and purchased pursuant to the provisions of this Agreement (i.e., on a take and pay basis to the extent delivered or provided).
- Full Requirements Bulk Power Supply shall be obtained or furnished and delivered or caused to be delivered by Power Agency in the manner it determines to be most economical, dependable, and otherwise feasible. Initially, Full Requirements Bulk Power Supply shall be obtained and furnished to all Members in accordance with the Full Requirements Power Purchase Agreement and the NITSA and NOA. If Power Agency exercises one or more of its early termination options set forth in the Full Requirements Power Purchase Agreement, Power Agency may provide for Full Requirements Bulk Power Supply by any additional or alternative means it determines to be most economical, dependable, and otherwise feasible, including, but not limited to, one or more of the following methods: (1) purchase by Power Agency of power generated by one or more other power suppliers and transmission thereof over the facilities of one or more other power suppliers, either solely or in combination with transmission facilities owned by Power Agency or as to which Power Agency has the right of use, if any; (2) acquisition or construction by Power Agency of generation or transmission facilities or any project supplying a portion of Full Requirements Bulk Power Supply; (3) acquisition or construction by Power Agency of such additional generation facilities and transmission of the power and energy generated thereby over the facilities of one or more other power suppliers, either solely or in combination with transmission facilities owned by Power Agency or as to which Power Agency has the right of use, if any; or (4) generation, transmission and delivery by one or more other power suppliers, pursuant to a contract arrangement therefor obtained or approved by, or assigned to, Power Agency for and on behalf of Member or the Members as its agent for that purpose. In the event that any such method or any combination of such methods is such that the Member makes payment for any part of such power supply service directly to one or more other power suppliers, such payments shall

nevertheless be accounted for as though the same were paid by Power Agency, and the Member shall be granted a credit with respect to Power Agency's rates and charges to the Member with respect to the same billing period, accordingly.

- (c) From and after the Effective Date, neither Power Agency nor the Member shall enter into any new contract or permit any then or thereafter existing contract to be renewed or extended (regardless of the manner in which such renewal or extension may be effectuated, including failure of a party thereto timely to cancel and terminate the same upon any anniversary date when such is possible) or enter into any amendment to or modification to such a contract, with any other bulk power supplier which shall preclude or impair the ability of Power Agency or the Member to exercise and perform its rights and obligations under this Agreement.
- (d) Power Agency, for the purpose of carrying out its rights and obligations under this Agreement, shall be, and the Member hereby designates and appoints Power Agency as, the Member's sole agent to the fullest legal extent that such agency may be established for such purposes.
- (e) From and after the effective date of any termination of this Agreement pursuant to Section 7(b) of this Agreement, the Member shall be solely responsible for providing its Full Requirements Bulk Power Supply to the Member's Delivery Point(s); provided, however, that such Member shall be obligated to Power Agency under this Agreement for any costs incurred by Power Agency pursuant to any agreements with a bulk power supplier associated with the delivery to the Member's Delivery Point(s) of Full Requirements Bulk Power Supply or any delivery facilities, and any other cost not included in the costs payable by the Member under any other agreement with Power Agency, including, but not limited to: wheeling charges, leased facilities charges; costs of administration, operation, maintenance, renewals, replacements, or capital additions required for the Member's Delivery Point(s); costs associated with delivery facilities, protection stations, metering, transmission extensions, capacitors, reactive charges, changes in DEP-owned equipment, or loss due to early retirement of delivery facilities and all such similar costs incurred by Power Agency with respect to the Member or otherwise. Following such a termination, the Member shall be entitled to purchase the balance of its Full Requirements Bulk Power Supply requirements from Power Agency only if Power Agency and the Member shall enter into a new power sales agreement, containing such additional or different terms and conditions, if any, as Power Agency may reasonably require.

### SECTION 4. Rates and Charges; Surplus Moneys.

Power Agency shall establish appropriate rates and charges for Full Requirements Bulk Power Supply for the Members sufficient at all times to pay all costs and expenses incurred by Power Agency and reserves deemed necessary therefor by Power Agency, including reserves for the payment of such costs and expenses in future periods (including future Contract Years) and taking into account withdrawals of such reserves established in previous periods, all with respect to Full Requirements Bulk Power Supply, and shall establish appropriate rates and charges for special obligations as set forth in the Monthly Bill as provided in Section 5 of this Agreement. Such rates and charges shall be sufficient at all times to permit the payment of all Monthly Support Costs and of all Full Requirements Power Costs of Power Agency and shall at all times be consistent with the provisions of the NITSA and NOA, the Dominion NCP Transmission

Agreement, the Renewable Energy Development and Service Agreement and the policies and guidelines established from time to time by Power Agency, including, but not limited to, Policy Guidelines for Leased Facilities Charges, Guidelines Concerning Distributed Resources, and policies regarding any compliance responsibilities associated with mandatory electric reliability standards applicable to the Members.

Power Agency shall furnish to the Members the basis for changes in rates and charges for Full Requirements Bulk Power Supply made pursuant to the provisions of Section 6(a) of this Agreement.

### SECTION 5. Total Annual Budget and Monthly Bills; Payments by the Member.

- (a) Not less than thirty (30) days prior to each Contract Year, Power Agency shall provide to the Member a proposed annual budget for the ensuing Contract Year with respect to amounts to be paid under this Agreement, and thereafter shall hold a public hearing on such proposed annual budget and shall provide to the Member a Total Annual Budget for the Contract Year. During each Contract Year, Power Agency shall review at least quarterly, and at such other times as Power Agency deems desirable, the Total Annual Budget for the Contract Year. In the event such review indicates that the Total Annual Budget does not or will not substantially correspond with actual receipts and expenditures, or if at any time during such Contract Year there are or are expected to be extraordinary receipts, credits, or costs substantially affecting the Monthly Support Costs or Full Requirements Power Costs, Power Agency shall adopt and provide to the Member an amended Total Annual Budget, which shall supersede, for the remainder of such Contract Year, the Total Annual Budget or amended Total Annual Budget theretofore provided as the basis for the determination of Monthly Support Costs and Full Requirements Power Costs. The Total Annual Budget under this Agreement shall include, as a component thereof, any budget required to be provided the Member under the Member's Debt Service Support Contract.
- (b) On or before the fifth (5th) day of each month of each Contract Year (beginning with the first full month of the Contract Year), or such other date not later than the tenth (10<sup>th</sup>) day of such month as Power Agency shall establish from time to time, Power Agency shall prepare, date, and on such date provide to the Member a Monthly Bill separately showing (i) the amount of power and energy of Full Requirements Bulk Power Supply delivered to the Member in the preceding calendar month at the Delivery Point(s) and the total amount payable by the Member therefor at Power Agency's applicable Full Requirements Bulk Power Supply rates and charges; (ii) the amount payable by the Member under the Monthly Bill pursuant to the Debt Service Support Contract for the next succeeding month for its Member's Share of Monthly Support Costs; (iii) the amount payable by the Member for special obligations, which shall be for leased facilities charges, delivery facilities costs, any back end costs or liabilities or any charges payable by the Member for services or facilities other than for the provisions of Full Requirements Bulk Power Supply for the preceding month, and (iv) any costs or charges payable by the Member associated with the Agreement for Transmission Use and Other Electric Service.
- (c) The amounts shown in the Monthly Bill to be paid to Power Agency by the Member shall be due and payable ten (10) days after the date of the Monthly Bill, and any amounts due and not paid by the Member within fifteen (15) days after the date of the Monthly Bill shall accrue a late payment charge computed at the Late Payment Interest Rate. Remittances received by mail will

be accepted without assessment of a late payment charge, provided that the postmark of the United States Postal Service clearly indicates that the payment was mailed on or before such fifteenth (15th) day. Remittances due in a month transmitted by wire transfer will be accepted without assessment of a late payment charge if received on or before the twenty-fifth (25th) day of such month.

- (d) All monies received by Power Agency as payment from the Member of any Monthly Bill (whether in full or partial payment thereof) shall be applied by Power Agency pro rata to the separate monthly charges shown on the Monthly Bill in the ratio that each separate charge as set forth in Sections 5(b)(i) through 5(b)(iv) of this Agreement bears to the total Monthly Bill rendered, and the resulting amounts shall be credited to the appropriate accounts on the books of Power Agency. The Member understands and agrees that a failure by the Member to pay in full its obligations under this Agreement and under its Debt Service Support Contract may result in an event of default under this Agreement and under its Debt Service Support Contract.
- (e) In each Contract Year, the Member shall pay to Power Agency the Member's Share of Monthly Support Costs for such Contract Year. The Member shall be obligated to make such payments unconditionally and without offset, counterclaim or other reduction, whether or not all or any portion of Full Requirements Bulk Power Supply is delivered to the Member pursuant to Section 3 of this Agreement or this Agreement expires or is terminated in whole or in part. Such payments shall be made and shall not be conditioned upon the performance or non-performance by Power Agency or any other Member under this or any other agreement or instrument. The remedies for any such non-performance by Power Agency shall be limited to those provided by Sections 7(d) and 7(e) of this Agreement.
- (f) In the event of any dispute as to any portion of any Monthly Bill, the Member shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to Power Agency within sixty (60) days following the date on which such payment is due. Such notice shall identify the disputed bill, state the amount in dispute, and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. Power Agency shall give consideration to such dispute and shall advise the Member with regard to its position relative thereto within thirty (30) days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication, or otherwise) of the correct amount, an appropriate adjustment shall be made on the Monthly Bill next submitted to the Member after such determination, together with interest computed at the Late Payment Interest Rate.

# SECTION 6. Rate Review and Payment Sources.

(a) Power Agency, at such intervals as it shall deem appropriate, but in any event not less frequently than once each Contract Year, shall review its rates and charges and, if necessary, shall revise such rates and charges so that the revenues collected hereunder shall be at least sufficient to comply with the provisions of Section 4 of this Agreement. In making revisions to rates and charges, Power Agency shall comply with the provisions of Chapter 159B, including, but not limited to, the provisions of §159B-10(b), if applicable, and §159B-16.1(b). Power Agency shall cause a notice in writing to be given to the Member and the other Members which shall set out all the proposed revisions of the rates and the date upon which such revised rates shall become

effective. The effective date shall not be less than forty (40) days after the date of the notice except when required to assure compliance with the provisions of Section 4 of this Agreement, and shall set forth the basis upon which the rates are proposed to be adjusted and established. Monthly changes in amounts billed pursuant to automatic adjustment clauses included in the rates and charges shall not require, notice, but changes in such clauses shall be subject to the foregoing notice provisions.

- (b) The obligations of the Member to make payments under Section 5 of this Agreement for its Full Requirements Bulk Power Supply shall be an operating expense of its Electric System.
- (c) The Member shall not be required to make any payments to Power Agency under this Agreement except from the Revenues of its Electric System. The Member covenants and agrees that it will fix, charge, and collect rents, rates, fees, and charges for electric power and energy and other services, facilities, and commodities sold, furnished, or supplied through the facilities of its Electric System at least sufficient to provide Revenues adequate to meet its obligations under this Agreement, any additional contract relating to supplying Full Requirements Bulk Power Supply by and between Power Agency and the Member and its Debt Service Support Contract, and to pay any and all other amounts payable from or constituting a charge and lien upon such Revenues, including, but not limited to, amounts sufficient to pay the principal of and interest on all general obligation bonds (if also payable from Revenues) and revenue bonds heretofore or hereafter issued by the Member to finance its Electric System. Notwithstanding the foregoing, nothing set forth in this Agreement shall be construed to limit, constrain or affect in any way the legal rights and authority of the Member to design, set and implement rates, fees and charges for electric power and energy and other services to its retail and wholesale customers through the operation of the Member's duly authorized rate setting process so long as the Member's rates, fees and charges for electric power and energy and other services fully meet and comply with the Member's obligations set forth in this Section 6(c).
- (d) The Member shall take no action the effect of which would be to prevent, hinder, or delay Power Agency from the timely fulfillment of its obligations under this Agreement, the Full Requirements Power Purchase Agreement, the NITSA and NOA, the Agreement for Transmission Use and Other Electric Service, the Bond Resolution, and the Bonds or other securities or evidences of indebtedness issued to provide the amounts due and payable between Power Agency and the Member relating to delivery facilities, or any other agreement entered into between Power Agency and any Member.

# SECTION 7. Obligations in the Event of Default.

- (a) Upon failure of the Member to make any payment in full when due under this Agreement or to perform any obligation herein, Power Agency shall make demand upon the Member for payment or performance, and if said failure is not cured within fifteen (15) days from the date of such demand, it shall constitute a default under this Agreement at the expiration of such period, and notice of such default shall forthwith be given to the Member. Notice of such demand, and the default if it occurs, shall be provided to the other Members by Power Agency.
- (b) If the Member shall fail to pay any amounts due to Power Agency under this Agreement, or to perform any other obligation hereunder which failure constitutes a default under this

Agreement, Power Agency may terminate this Agreement. In either such event, Power Agency shall forthwith notify such Member of such termination. Notice of such termination shall be given to the other Members of Power Agency. Except for such termination, the obligations of the Member under this Agreement shall continue in full force and effect. For purposes of applying the other provisions of this section, such termination shall be considered to be a default under this Agreement.

- (c) Any waiver at any time by either party to this Agreement of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with such Agreement, shall not be considered a waiver with respect to any subsequent default, right, or matter.
- (d) In the event of any default by Power Agency under any covenant, agreement, or obligation of this Agreement, the Member may, upon fifteen (15) days' prior written notice, bring any suit, action, or proceeding in law or in equity, including mandamus and injunction, as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this Agreement against Power Agency.
- (e) No remedy conferred upon or reserved to the parties hereto is intended to be exclusive of any other remedy or remedies available hereunder or now or hereafter existing at law, in equity, or by statute or otherwise, but each and every such remedy shall be cumulative and shall be in addition to every other such remedy. The pursuit by either party of any specific remedy shall not be deemed to be an election of that remedy to the exclusion of any other or others, whether provided hereunder or by law, equity, or statute. Any delay by either party in the exercise of any remedy with respect to any matter arising in connection with this Agreement shall not constitute a waiver by such party of any right to later exercise such remedy with respect to the same or any other matter arising in connection with this Agreement.

# SECTION 8. Deliveries; Delivery Facility Costs; Load Forecasts; System Reliability.

- (a) Full Requirements Bulk Power Supply shall be delivered to the high voltage side of the Member's Delivery Point(s).
- (b) In addition to the rates and charges for Full Requirements Bulk Power Supply, the Member, to the extent applicable, shall be responsible to Power Agency for all costs of delivery facilities, Power Agency's payments to DEP for Protection Station costs, leased facilities charges, net loss in salvage (as defined in the NITSA and NOA) of delivery facilities, capacitor costs and charges for reactive power, all pursuant to the NITSA and NOA, all such similar costs incurred by Power Agency pursuant to the Dominion NCP Transmission Agreement, if applicable, and all other charges incurred by Power Agency at the request or on behalf of the Member in accordance with Power Agency's established policies and guidelines. The Member shall fulfill such cost responsibility by: (i) payment to Power Agency of any costs to Power Agency relating to delivery of Full Requirements Bulk Power Supply to the Member's Delivery Point(s) and not included in the rates and charges of Power Agency for delivery of Full Requirements Bulk Power Supply, including, but not limited to, leased facilities charges; (ii) payment of any and all costs of ownership, operation, maintenance, renewals, replacements, and additions to delivery facilities owned by Power Agency but required to deliver Full Requirements Bulk Power Supply to the

Member pursuant to a Delivery Facility Use Agreement between Power Agency and the Member; (iii) payment of any and all costs of operation and maintenance, exclusive of renewals, replacements, and additions of delivery facilities owned by the Member and operated by Power Agency pursuant to a Delivery Facility Operating and Maintenance Agreement; and (iv) payment by any combination of the foregoing. Leased facilities charges for Members connected to the DEP and Dominion NCP transmission systems will be calculated in accordance with Power Agency's Policy Guidelines for Leased Facilities Charges, as established and amended from time to time by Power Agency.

- Delivery Point data sheets shall be completed for each Delivery Point. No revisions or modifications (other than necessary maintenance) of the delivery facilities for Members shall be undertaken for the purpose of modifying the characteristics of delivery from transmission facilities of DEP or Dominion NCP, as applicable, and/or of Power Agency set out on the Delivery Point data sheets unless prior agreement is obtained from Power Agency and DEP or Dominion NCP, as applicable, and revised Delivery Point Data Sheet(s) are first executed. Power Agency and each Member shall agree on the amount of firm capacity required at each such Delivery Point, taking into account the firm load expected to be served at such Delivery Point(s). A reasonable allowance will be included if growth is anticipated. A Member shall not place loads on Delivery Point(s) in excess of the firm capacity amount(s) so agreed to and recorded on the Delivery Point Data Sheet(s) without Power Agency and the Member first negotiating a new Delivery Point Data Sheet. Pursuant to the NITSA and NOA, DEP has agreed with Power Agency that it shall not unreasonably withhold its agreement for an increase in the firm capacity amount. The Agreement for Transmission Use and Other Electric Service also includes provisions for modifications to existing Delivery Points. Delivery Points will be established and/or modified in accordance with the terms and conditions of the NITSA and NOA or the Dominion NCP Transmission Agreement and the Procedure for Establishing New Delivery Points adopted by Power Agency in accordance with the requirements of NERC Reliability Standard FAC-002-0, as each may be amended from time to time.
- (d) Should a Member request more capacity at a Delivery Point than is reasonably necessary to serve the continuous load at that point for the purpose of switching load between Delivery Points, such capability will be provided by DEP pursuant to the NITSA and NOA. If additional transmission or other facilities are required, and payment by Power Agency of a leased facilities charge to cover the investment in any required additional transmission or other facilities is required, the Member shall agree to reimburse Power Agency for payment of such charge. In the alternative, Power Agency or a Member may provide such capability through its own facilities if Power Agency gives written notice to DEP sufficient to enable DEP to accommodate such an arrangement. Parallel operation, transfer of loads, emergency switching and other operations at or in connection with Delivery Points will be undertaken in accordance with Section 5.0 of the NOA.
- (e) Prior to March 31 of each Contract Year, each Member shall assist Power Agency with development of projected capacity requirements at each Delivery Point for the next ten (10) calendar years in order for Power Agency to fulfill in a timely manner its responsibilities to DEP and to Dominion NCP, and its responsibilities to the Member hereunder. The projected capacity requirement shall be for the load reasonably expected to exist in the area served by each such Delivery Point. The proposed location, delivery voltage, and estimated capacity requirements of

any new delivery point desired by the Member or Power Agency for the next ten (10) calendar years shall also be delineated.

The terms and conditions of the NITSA and NOA shall govern the size of loads connected to Delivery Points on, or extensions from, the 115kV or 230kV transmission system of DEP and the conditions upon which a Delivery Point may be connected to a DEP transmission line.

- (f) Subject to the terms and conditions of the NITSA and NOA, transmission line extensions shall be made to new Delivery Points for Members whose conductors connect with those of DEP (either directly or through Power Agency's facilities) from a transmission line which has adequate capacity to serve the additional load involved.
- (g) In accordance with Section 3.5 of the Dominion NCP Transmission Agreement, Future Delivery Points on the Dominion NCP transmission system will be established pursuant to Prudent Utility Practices as defined therein. Future Delivery Points shall be established at 230kV or 115kV at the option of Dominion NCP, exercised consistent with Prudent Utility Practices, except in the case of small loads where Dominion NCP may agree to provide service at lower voltage levels.
- (h) The Member shall operate and maintain Delivery Points in a manner consistent with the terms and conditions of the NOA. The Member shall avoid and refrain from any acts or transactions, or the use of any equipment, appliance, or device, which would (i) have a significant adverse effect upon the reliability or operating characteristics of the DEP or Dominion NCP systems, or the interconnected facilities of Power Agency or of its other Members, including, but not limited to, such adverse effects caused by the interconnection of, or the transfer of loads between, Delivery Points not made in accordance with the terms and conditions of the NOA, or (ii) interconnect the DEP or Dominion NCP systems through the systems of Power Agency or the Member with other power suppliers without agreement between Power Agency and DEP or Dominion NCP on reasonable measures or conditions, if any, for parallel operation. Each Member shall maintain a reasonable electrical balance between the phases at each Delivery Point.
- (i) It is expressly understood and agreed that Power Agency does not hereby contract to furnish Member electric power for pumping water for extinguishing fires.
- (j) The Member shall install, maintain, and operate such protective equipment and switching, voltage control, load shedding, and other facilities as shall be required in order to meet the requirements of DEP and Dominion NCP, as applicable, to assure continuity and adequacy of service and the stability of the interconnected facilities of DEP or Dominion NCP and Power Agency and the other Members and to provide adequate protection for DEP's or Dominion NCP's facilities, and its services to other customers, against trouble originating on the electric system of Power Agency or the Member. In addition, the Member recognizes and agrees to comply and to cooperate with Power Agency in complying, as applicable, (i) with the terms and conditions of the NITSA and NOA and the applicable NERC Reliability Standards, including, but not limited to, those related to system protection, load reduction, load shedding and load management and (ii) with any similar provisions applicable to Dominion NCP.
- (k) The Member shall provide promptly to Power Agency any and all information requested by Power Agency to permit Power Agency to provide to DEP the information which DEP may

request pursuant to the terms and conditions of the NITSA and NOA to carry out DEP's scheduling and dispatch function, including the telemetering of Delivery Point data and other network planning and operation activities.

# SECTION 9. Member Planning and Operations.

- (a) <u>Power Supply Planning</u>. The Member will keep Power Agency advised on matters relating to the Member's power supply planning, including, but not limited to, load forecasts, proposed transmission additions, and new Delivery Points.
- (b) <u>Diligence</u>. The Member will exercise diligence in the operation of its Electric System with the view of securing efficiency in keeping with Prudent Utility Practice, will construct its facilities in accordance with specifications at least equal to those prescribed by the National Electric Safety Code of the United States Bureau of Standards, and will maintain its lines at all times in a safe operating condition. Each Member will operate said lines in conformity with Section 8(h) of this Agreement. The Member will use electric service equally from the three phases as nearly as possible.
- (c) <u>Capacitors.</u> Members whose conductors connect with those of DEP (either directly or through Power Agency's facilities) shall install capacitors and operate switched capacitors in accordance with the terms and conditions of the NITSA and NOA. In the alternative, Power Agency may install such capacitors, or cause such capacitors to be installed, to maintain the required power factor, and such Member will reimburse Power Agency for the costs and expenses it incurs in connection therewith. Power Agency may (i) require each Member whose conductors connect with those of Dominion NCP (either directly or through Power Agency's facilities) to install on its distribution system sufficient capacitors or other facilities to maintain at the time of Dominion NCP's monthly peak a power factor of 92% or higher, or any future power factor established by Dominion NCP, at each of that Member's Delivery Points, or (ii) in the alternative, install facilities to maintain such power factor, and such Member will reimburse Power Agency for the costs and expenses it incurs in connection therewith. Any such costs or expenses incurred by Power Agency pursuant to arrangements with Dominion NCP shall be reimbursed by the Member which caused such costs or expenses to be incurred.
- (d) Access. Power Agency and the Member each will give the other the right to enter the premises of the other, and the Member will give DEP or Dominion NCP the right to enter the Member's premises, at all reasonable times for the purpose of repairing or removing facilities, reading meters, or performing work incidental to delivery and receipt of Full Requirements Bulk Power Supply.
- (e) <u>Compliance</u>. The Member will be subject to and will comply with all applicable terms and conditions set forth in those tariffs, rate schedules, guidelines, including, but not to, the Guidelines Concerning Distributed Resources, and contracts which affect Power Agency and the Member.

# SECTION 10. Disposition of Electric Systems.

The Member covenants and agrees that it shall not sell, mortgage, lease or otherwise dispose of or encumber its Electric System or any part thereof except as permitted by any of the following provisions of this Section 10:

- (a) The Member may, in the ordinary course of the business of operating and maintaining its Electric System, scrap, trade-in, sell or otherwise dispose of any property or equipment if the Member determines that (i) such property or equipment is surplus, obsolete or otherwise not required for the operation and maintenance of its Electric System, and (ii) the original cost of all property and equipment disposed of pursuant to this subparagraph (a) in any fiscal year of the Member is less than the greater of \$25,000 or two percent (2%) of the gross plant investment of the Electric System as reported on the books for the Electric System as of the end of the most recent fiscal year of the Member for which such figure is available.
- (b) The Member may sell, lease, mortgage or otherwise dispose of or encumber any property and equipment (i) if and to the extent permitted by N.C.G.S. Section 160A-20, as the same may be amended from time to time, or (ii) if the Member determines, with the written concurrence of Power Agency (which concurrence shall not be unreasonably withheld), that, taking into account past and current operating results of its Electric System and any replacements or intended replacements for such property and equipment to be disposed of, the proposed action will not have a material adverse effect on the Revenues or the operation of its Electric System, or materially increase the operating and maintenance expenses of its Electric System.
- (c) The Member may sell or otherwise dispose of its Electric System to one or more other Members, or merge or consolidate its Electric System with the Electric System or Systems of one or more other Members, provided that the purchasing or surviving Member(s), as the case may be, shall have assumed all of the transferor Member's duties and obligations hereunder and under the transferor Member's Debt Service Support Contract.
- (d) The Member may merge or consolidate with, or be merged or consolidated into, one or more units of local government which shall have assumed all of the Member's duties and obligations hereunder, in which event such Member shall be relieved from all such duties and obligations, but only if (i) this Agreement shall have been assigned to such unit(s) of local government, which shall have assumed all of the transferor Member's duties and obligations hereunder, and (ii) the Local Government Commission of North Carolina shall have determined that after such merger or consolidation the survivor unit(s) of local government will have the ability to meet the obligations of such Member hereunder.
- (e) The Member may sell or otherwise dispose of its Electric System to any other Person but only if the Member (i) has assigned and transferred this Agreement and all interests herein to the transferee Person who has assumed all of the transferor Member's duties and obligations hereunder, and (ii) has terminated its Debt Service Support Contract pursuant to the provisions of Section 13 of the Debt Service Support Contract; provided, however, that prior to any sale or other disposition pursuant to this subsection (e), Power Agency shall have determined that such sale or other disposition will not increase the cost of power and energy under the Full Requirements Power Sales Agreement of any other Member; and provided further, however, that if the transferee Person

is DEP, or a subsidiary or Affiliate of DEP, this Agreement shall be terminated and not assigned and transferred and DEP shall have agreed to (a) exclude the transferor Member's load from the calculation of Power Agency's Hourly Demand under the Full Requirements Power Purchase Agreement, and (b) delete the transferor Member's Delivery Points from the NITSA and NOA.

- In the event of a sale or other disposition permitted by subsection (c) of this Section 10, or a merger or consolidation permitted by subsection (c) and (d) of this Section 10, the Member shall provide to Power Agency a counsel's opinion, satisfactory in form and substance to counsel to Power Agency, that (i) in the event of a sale or other disposition, the transferee has assumed and become liable for the duties and obligations of the transferor Member under this Agreement and the transferor Member's Debt Service Support Contract, or (ii) in the event of a merger or consolidation, that following such merger or consolidation the Electric System or unit of local government, as the case may be, surviving such merger or consolidation shall remain or shall have become subject to this Agreement and the transferor Member's Debt Service Support Contract and liable for the duties and obligations of the Member hereunder and thereunder to the same extent that such Electric System or Member had been so subject prior to such merger or consolidation. In the event of a sale or other disposition permitted by subsection (e) of this Section 10 (other than a sale or disposition to DEP or a subsidiary or Affiliate of DEP), the Member shall provide to Power Agency a counsel's opinion, satisfactory in form and substance to counsel to Power Agency, that the transferee has assumed and become liable for the duties and obligations of the transferor Member under this Agreement.
- (g) Nothing contained in the foregoing subsections (a) through (f) of this Section 10 shall be deemed to authorize a Member to mortgage or encumber all or substantially all of the properties of its Electric System.

# SECTION 11. Miscellaneous General Provisions.

(a) <u>Character and Continuity of Service</u>. Power Agency shall use its reasonable best efforts to enforce the terms and conditions of the Full Requirements Power Purchase Agreement, the NITSA and NOA and the Dominion NCP Transmission Agreement, and the terms and conditions of any other similar agreement(s) with other parties for Full Requirements Bulk Power Supply.

Power Agency may temporarily interrupt or reduce deliveries of electric energy to the Member if Power Agency determines that such interruption or reduction is necessary in case of emergencies, to meet any regulatory compliance or reliability directives or in order to install equipment in or make repairs to or replacements, investigations, and inspections of or to perform other maintenance work on its generation or transmission facilities and related apparatuses. After informing the Member regarding any such planned interruption or reduction, giving the reason therefor, and stating the probable duration thereof, Power Agency will, to the best of its ability and if sufficient time is available, schedule such interruption or reduction at a time which will cause the least interference with the operations of the Members.

Power Agency shall not be required to provide, and shall not be liable for failure to provide, service under this Agreement when such failure or the cessation or curtailment of or interference with the service is caused by Force Majeure or, with respect to the services to be provided for Full

Requirements Bulk Power Supply, is caused by the inability of Power Agency to obtain any required governmental approvals to enable Power Agency to acquire or construct any facilities.

- (b) Metering. Electric capacity and energy delivered by Power Agency to Members' Delivery Points connected to the DEP transmission system will be measured by meters installed at such Members' Delivery Points. The installation, operation, maintenance, repair and replacement of all metering equipment located at Delivery Points connected to the DEP transmission system will be performed by DEP pursuant to the NITSA and NOA. Electric capacity and energy delivered by Power Agency to Members' Delivery Points connected to the Dominion NCP transmission system will be measured by meters installed at such Members' Delivery Points, and such measurements will be transmitted to the point of interconnection between the DEP transmission system and the Dominion NCP transmission system pursuant to the Telemetry and Metering System Services Agreement. The installation, operation, maintenance, repair and replacement of all metering equipment located at Delivery Points connected to the Dominion NCP transmission system will be performed pursuant to the Dominion NCP Transmission Agreement.
- (c) <u>Power Deliveries</u>. Power and energy furnished to the Member under this Agreement shall be in the form of three phase current, alternating at a frequency of approximately 60 Hertz.
- (d) Effect of PURPA. Power Agency shall endeavor to provide the Member with capacity and energy, or transmission services, as required by the provisions of Section 210 of the Public Utility Regulatory Policies Act of 1978 (16 USC 824a-3) and its implementing regulations ("PURPA Requirements") in connection with the service of loads by the Members pursuant to the PURPA Requirements. In the event a PURPA Qualifying Facility interconnects within the Member's system, the Member may purchase the output from such PURPA Qualifying Facility. Any such purchases will be treated for billing and crediting purposes under this FRPSA in the same manner as such purchases are treated under Section 4.4 of the FRPPA.
- (e) <u>Liability of Parties</u>. Neither Power Agency nor the Member shall be responsible for the transmission, control, use or application of electric power provided under this Agreement on the other side of the Point of Connection (hereinafter defined) therefor and shall not, in any event, be liable for damage or injury to any Person or property whatsoever arising, accruing, or resulting from, in any manner, the receiving, transmission, control, use, application, or distribution by Power Agency or the Member of said electric power.

Where Power Agency or the Member has facilities and equipment located on the premises of the other party, the party owning the premises shall permit no one but the other party's authorized representatives to have access to or handle those facilities and equipment. Each party shall indemnify, hold and save harmless the other party for any loss or damage to that other party's premises caused by or arising out of the negligence of the party owning the facilities and equipment, or its representatives, while on the premises of the other party. Each party shall indemnify, hold and save harmless the other party from and against any and all legal and other expenses, claims, costs, losses, suits or judgments for damages, injuries to or death of Persons, or damage to or destruction of property, arising in any manner directly or indirectly by reason of acts of negligence of either party's authorized representative while on the premises of the other party under the right of access provided in this Section 11(e).

Power Agency and the Member shall indemnify, hold and save each other harmless from any and all loss or damage sustained, and from any and all liability to any Person or property incurred by the other (the indemnified party), by reason of any act or performance, or failure to act or perform, on the part of the other (the indemnifying party) or its officers, agents, or employees. in constructing, maintaining or operating the indemnifying party's apparatus, appliances or other property, or in the transmission, control, or application, redistribution, delivery, or sale of said power and energy on the indemnifying party's side of said Point of Connection. Whenever any claim is made against either party, whether the indemnified party or the indemnifying party, the party against whom the claim is made shall give notice to the other party within a reasonable time after the party against whom the claim is made becomes aware of any facts which could reasonably cause it to conclude that the claim is covered by this indemnification. Except as otherwise specifically provided in this Section 11(e), such indemnification shall hold harmless the indemnified party, its officer, agents or employees, from and against any and all liability and any and all losses, damages, injuries, costs and expenses, including expenses incurred by the indemnified party, its agents, servants or employees, in connection with defending any claim or action, and including reasonable attorneys' fees incurred or suffered by the indemnified party, its officer, agents or employees, by reason of the assertion of any such claim against the one indemnified, its officer, agents or employees. The indemnification provided for in this Section 11(e) shall not cover the following expenses: (1) the expense of investigating any claim prior to the time that notice is given to the other party that said claim is covered by this indemnification; (2) compensation for time of employees of the indemnified party spent in defending any action: and (3) attorneys' fees incurred by an indemnified party after an indemnifying party has assumed the defense of an action as provided in this Section 11(e). At any time, the indemnifying party may, at its option, assume on behalf of the indemnified party, its officer, agents and employees, after written notification by the indemnified party of the existence of such a claim, the defense of any action at law or in equity which may be brought against the indemnified party, its officers, agents or employees. The indemnifying party, regardless of whether it assumes the defense of any such action, will pay on behalf of the indemnified party, its officer, agents or employees, the amount of any judgment that may be entered against the indemnified party, its officer, agents or employees, in any such action.

If, pursuant to the provisions of the Full Requirements Power Purchase Agreement, Power Agency is liable to DEP for any loss or damage sustained or any liability to any Person or property incurred by DEP by reason of any act or performance, or failure to act or perform, by the Member, its officers, agents or employees, then the Member shall reimburse Power Agency for any costs or expenses incurred in connection therewith.

In the event that a Member sustains any loss or damage or incurs any liability to any Person or property by reason of any act or performance, or failure to act or perform, by DEP, its officers, agents or employees, then Power Agency shall indemnify and hold harmless such Member from and against such loss, damage or liability; provided, however, that Power Agency shall not be required to indemnify and hold harmless such Member from and against such loss, damage or liability unless Power Agency shall be entitled to recover from DEP the amount of any indemnification sought by the Member pursuant to this paragraph.

The term "Point of Connection" as used in this Section 11(e) shall mean any point at which the conductors owned by a Member connect with the conductors owned by any other entity,

including Power Agency, for the purpose of delivering electric power to the Member in accordance with the provisions of this Agreement.

- (f) No Adverse Distinction. Power Agency agrees that there shall be no pattern of adverse distinction and no pattern of undue discrimination in carrying out its obligations under this Agreement relating to the Member as compared to the other Members.
- (g) Other Terms and Conditions. Service hereunder shall be in accordance with such other terms and conditions as are established as part of Power Agency's service rules and regulations, which shall not be inconsistent with the provisions of this Agreement.
- (h) Notices and Computation of Time. Any notice or demand given by the Member to Power Agency under this Agreement shall be deemed properly given if mailed postage prepaid and addressed, or electronically mailed, to the chief executive officer of Power Agency at its principal office or electronic mail address designated in writing filed with the Members by Power Agency. Any notice, demand, budget, or statement given or rendered by Power Agency to the Members under this Agreement shall be deemed properly given or rendered if mailed postage prepaid and addressed, or electronically mailed, to the Person and at the address designated in writing filed with Power Agency by the Member. The designations of the name and address to which any such notice or demand is directed may be changed at any time and from time to time by either party giving notice as above provided.

In computing any period of time prescribed or allowed under this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, a Sunday, or a legal holiday in North Carolina, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday in North Carolina.

### SECTION 12. Future Members.

It is expressly understood that nothing herein shall preclude other future Members from contracting with Power Agency for planning, procuring, and providing such other future Members' bulk power supply.

# SECTION 13. Records; Accounts; Reports; Audits.

Power Agency shall keep accurate records and accounts for any projects owned or controlled by Power Agency and for Full Requirements Bulk Power Supply, separate and distinct from its other records and accounts. Such records and accounts shall contain information supporting the allocation of Power Agency's indirect costs associated with any projects owned or controlled by Power Agency and with Full Requirements Bulk Power Supply. Such records and accounts shall be audited annually by a firm of independent certified public accountants, experienced in electric utility accounting and of national reputation, to be employed by Power Agency. Such records and accounts and such annual audit, including all written comments and recommendations of such accountants, shall be made available for inspection at any reasonable time by the Member at the principal office of Power Agency.

The Member shall keep accurate records and accounts for its Electric System, separate and distinct from its other records and accounts. Such records and accounts shall be audited annually by a firm of certified public accountants or by an accountant approved by the Local Government Commission of North Carolina as qualified to audit Local Government accounts who has no personal interest, direct or indirect, in the fiscal affairs of the municipal government or any of its officers, which audit may be part of the annual audit of the accounts of the Member. Such records and accounts shall be made available for inspection by Power Agency at any reasonable time, and a copy of such annual audit, including all written comments and recommendations of such accountants, shall be furnished to Power Agency not later than one hundred eighty (180) days after the close of the Member's fiscal year.

Power Agency shall, following the close of each fiscal year, submit an annual report of its activities for the preceding year to the Members, to the North Carolina Utilities Commission, and to the Local Government Commission of North Carolina. Each such report shall set forth a complete operating and financial statement covering the operations of Power Agency.

# SECTION 14. Modification and Uniformity of Contracts.

This Agreement shall not be subject to termination by either party hereto under any circumstances whether based upon the default of the other party under this Agreement, or any other agreement, or otherwise, except as specifically provided in this Agreement. If any other Full Requirements Power Sales Agreement is amended or replaced, so that it contains terms and conditions different from those contained in this Agreement, Power Agency shall notify the Member and, at the option of the Member and upon timely request, Power Agency shall amend this Agreement to include similar terms and conditions.

# SECTION 15. Assignment of Agreement.

Except as provided in Section 10 of this Agreement, this Agreement shall not be transferred or assigned.

# SECTION 16. Severability.

If any section, paragraph, clause, or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein. In the event of any such invalidity, the parties hereto shall promptly negotiate in good faith valid new provisions to restore the Agreement to its original intent and effect.

Notwithstanding the invalidity or unenforceability of any or all other provisions of this Agreement, the provisions of this Agreement in respect of the Member's obligation to pay its Member's Share of Monthly Support Costs shall remain in full force and effect.

## SECTION 17. Applicable Law; Construction.

This Agreement is made under and shall be governed by the law of the State of North Carolina without regard to principles of conflicts of laws. Headings herein are for convenience only and shall not influence the construction of this Agreement.

## SECTION 18. Survivorship of Obligations.

The termination of this Agreement shall not discharge any party hereto from any obligation it owes to the other party under this Agreement by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Agreement or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Agreement) shall survive the termination of this Agreement.

## SECTION 19. No Delay.

No disagreement or dispute of any kind between the parties to this Agreement or between any party and any other entity, concerning any matter, including, without limitation, the amount of any payment due from said party or the correctness of any billing made to the party, shall permit the said party or either of them, to delay or withhold any payment or the performance by any party of any other obligation pursuant to this Agreement. Each party shall promptly and diligently undertake to resolve such disagreement and dispute without undue delay.

#### SECTION 20. Further Documentation.

From time to time after the execution of this Agreement, the parties hereto shall within their legal authority execute other documents as may be necessary, helpful, or appropriate to carry out the terms of this Agreement.

## SECTION 21. Incorporation of Exhibits.

All Exhibits attached to this Agreement shall be incorporated into and be a part of this Agreement.

#### SECTION 22. Continuance and Enforcement of Agreement.

- (a) Except as provided in Section 7(b) of this Agreement, Power Agency shall continue this Agreement in full force and effect and shall enforce this Agreement in accordance with its terms to the extent permitted by law.
- (b) The failure of a party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or the right of such party thereafter to enforce each and every such provision.

# SECTION 23. Relationship to Other Instruments.

It is recognized by the parties hereto that Power Agency must comply with the requirements of the Bond Resolution, and it is therefore agreed that this Agreement is made subject to the terms and provisions of the Bond Resolution.

## SECTION 24. Counterparts; Electronic Signatures.

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, taken together, shall constitute but one and the same Full Requirements Power Sales Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement and, when printed from electronic files, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. For purposes of this Agreement, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means, and "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message.

# SECTION 25. Entire Agreement.

This Agreement shall constitute the entire understanding among the parties hereto, superseding any and all previous understandings, oral or written, pertaining to the subject matter contained herein. No party hereto has relied, or will rely, upon any oral or written representation or oral or written information made or given to such party by any representative of the other party or anyone on its behalf.

#### SECTION 26. Preaudit.

Execution of this Agreement by the finance officer of the Member shall constitute a certification of such finance officer that, to the extent this Agreement requires the Member to satisfy a financial obligation during the Member'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.

[Balance of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all by authority of their respective governing bodies duly given.

Executed this day of	, 2023.
	CITY OF NEW BERN
	Ву:
	Mayor
Attest:	For purposes of Section 26 only:
City Clerk	Finance Officer
(SEAL)	
Executed this 22nd day of	Sten Lul 2023.
	NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY
	By Ch
	Chief Executive Officer
Attest:	
Assistant Secretary	
(SEAL)	



[Signature Page of Full Requirements Power Sales Agreement]

# Exhibit A

Network Integration Transmission Service Agreement

and

**Network Operating Agreement** 

between

**Duke Energy Progress, Inc.** 

and

North Carolina Eastern Municipal Power Agency

NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT
AND

NETWORK OPERATING AGREEMENT

BETWEEN

DUKE ENERGY PROGRESS, LLC

AND

NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY

## SERVICE AGREEMENT FOR NETWORK INTEGRATION TRANSMISSION SERVICE

- 1.0 This Service Agreement, dated as of January 1, 2020, is entered into, by and between Duke Energy Progress, LLC, with its principal offices located at 410 S. Wilmington Street, Raleigh, North Carolina 27601, ("Transmission Provider" or "DEP"), and North Carolina Eastern Municipal Power Agency, with its principal offices located at 1427 Meadow Wood Bivd, Raleigh, NC 27604 ("Transmission Customer" or "NCEMPA").
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have submitted a Completed Application for Network Integration Transmission Service under the Open Access Transmission Tariff of Duke Energy Progress, LLC (the "Tariff").
- 3.0 The Transmission Customer has met the creditworthiness standards of Section 11.2 of the Tariff. In the event that Transmission Customer does not take service for any reason, the Transmission Provider will provide Transmission Customer with a statement identifying the costs incurred,
- 4.0 Service under this Service Agreement shall commence on the later of (1) January 1, 2020, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff and this Service Agreement.
  - 5.1 The Transmission Customer is responsible for replacing Real Power Losses associated with all transmission service in accordance with Section 28.5 of the Tariff.

NCEMPA has initially arranged, through its contracts with Duke Energy Progress, LLC ("DEP"), for the supply of Real Power Losses associated with its transmission service in accordance with Section 28.5 of the Tariff.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

#### Transmission Provider:

Paul Graves
Duke Energy Progress, LLC
Manager, Tariff Administration
299 1st Avenue N
St. Petersburg, FL 33701
Mailcode: FL-906B
Phone: (727) 820-5524
Paul.Graves@duke-energy.com

#### Transmission Customer:

Kathy Moyer ElectriCities of North Carolinas, Inc. Vice President, Operations 1427 Meadow Wood Blvd. Raleigh, NC 27604 Phone: (919) 760-6225 kmoyer@electricities.org

- 7.0 The Tariff, Specifications for Network Integration Transmission Service and the Network Operating Agreement, all of which may be amended from time to time, are incorporated herein and made a part hereof.
- 8.0 Service under this Service Agreement will be subject to some combination of the agreed-upon charges detailed below:
  - 8.1 Transmission Charge:

In each month, Transmission Customer's charge for transmission service shall be determined in accordance with Attachment H of the Tariff. For purposes of applying the provisions of Attachment H, the Transmission Customer's "Network Load" shall be determined as follows:

Network Load = [(TCCP - SEPA) / (1.0 - TLF)] + 50 MW

where:

"TCCP" for any month is the aggregate of the 60-minute integrated metered demands recorded at (or, if the metering location is remote from the Delivery Point, compensated to) the Transmission Customer's Delivery Points during the hour of the month in which the greatest load was imposed on the Transmission Provider's Transmission System.

"SEPA" is the sum of the preference customer Southeastern Power Administration ("SEPA") capacity allocations of Transmission Customer's municipal participants.

"TLF" is the approved Transmission Loss Factor (expressed as a decimal amount) for the Transmission Provider's Transmission System.

#### 8.2 Ancillary Services Charges:

Scheduling, System Control and Dispatch Service

The charges for Scheduling, System Control and Dispatch Service shall be per Schedule 1 of the Tariff.

The Transmission Customer's load for purposes of computation of the Scheduling, System Control and Dispatch Service, shall include the Customer's coincident peak load reduced by the Customer's allocation of capacity from the Southeastern Power Administration ("SEPA"), plus the associated DEP transmission system losses.

2 Reactive Supply and Voltage Control from Generation Sources Service

The charges for Reactive Supply and Voltage Control from Generation Sources Service shall be per Schedule 2 of the Tariff.

The Transmission Customer's load used for the purposes of calculating the charges for Reactive Supply and Voltage Control from Generation Sources Service shall include the Customer's coincident peak load reduced by the Customer's allocation of capacity from the Southeastern Power Administration ("SEPA"), plus the associated DEP transmission system losses minus the Transmission Customer's Retained Capacity (as identified in Section 3.0 (1) of the Specifications for Network Integration Transmission Service).

3 Regulation and Frequency Response Service

The charges for Regulation and Frequency Response Service shall be per Schedule 3 of the Tariff. The Transmission Customer has initially made alternative comparable arrangements to satisfy its Regulation and Frequency Response Service obligation through its (i) 1981 Power Coordination Agreement with DEP (the "1981 PCA"), and (ii) Supplemental Load Agreements with DEP dated December 23, 2002 and February 25, 2005.

4 Energy Imbalance Service

The charges for Energy Imbalance Service shall be per Schedule 4 of the Tariff. The Transmission Customer has initially made alternative comparable arrangements to satisfy its Energy Imbalance Service obligation through its (i) 1981 Power Coordination Agreement with DEP (the "1981 PCA"), and (ii) Supplemental Load Agreements with DEP dated December 23, 2002 and February 25, 2005.

5 Operating Reserve - Spinning Reserve Service

The charges for Operating Reserve - Spinning Reserve Service shall be per Schedule 5 of the Tariff. The Transmission Customer has initially made alternative comparable arrangements to satisfy its Operating Reserve - Spinning Reserve Service obligation through its (i) 1981 Power Coordination Agreement with DEP (the "1981 PCA"), and (ii) Supplemental

Load Agreements with <u>DEP</u> dated December 23, 2002 and February 25, 2005.

6 Operating Reserve - Supplemental Reserve Service

The charges for Operating Reserve -Supplemental Reserve Service shall be per Schedule 6 of the Tariff. The Transmission Customer has initially made alternative comparable arrangements to satisfy its Operating Reserve -Supplemental Reserve Service obligation through its (i) 1981 Power Coordination Agreement with <u>DEP</u> (the "1981 PCA"), and (ii) Supplemental Load Agreements with <u>DEP</u> dated December 23, 2002 and February 25, 2005.

- 9.0 Nothing contained herein shall be construed as affecting in any way the Transmission Provider's right to unilaterally make application to the Federal Energy Regulatory Commission, or other regulatory agency having jurisdiction, for any change in the Tariff or this Service Agreement under Section 205 of the Federal Power Act, or other applicable statute, and any rules and regulations promulgated thereunder; or the Transmission Customer's rights under the Federal Power Act and rules and regulations promulgated thereunder.
- 10.0 The Transmission Customer will be responsible for Delivery Facilities Charges, Distribution Substation Service charges, Redispatch cost, Network Upgrade, and/or Direct Assignment Facilities cost under this agreement as follows:

Delivery Facilities Charges calculated as set forth in Attachment B-1 to the Specifications for Network Integration Transmission Service. IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

	J. Samuel Holeman, III	Date
	Vice President, Transmission System Plannin Duké Energy Progress, LLC	ng & Operations
1	ission Gustomer:	
1		10/31/19
ni	Numssell	10/31/19 Date

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

## SPECIFICATIONS FOR NETWORK INTEGRATION TRANSMISSION SERVICE

1.0	Term of Transaction	n:	
	Start Date:	January 1, 2020	
	Termination Date:	January 1, 2025	

If the Service Agreement is not terminated by the Transmission Provider or the Transmission Customer, the Service Agreement will automatically renew for successive five-year terms. The Service Agreement may be terminated at the end of each successive five-year term by the Transmission Provider or the Transmission Customer by giving notice of such termination in writing at least one year prior to the end of the renewal period.

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.

The Transmission Customer has capacity and energy pursuant to 1) agreements with Duke Energy Progress, LLC with capacity and energy made available in the DEP Eastern control area, 2) an agreement with Southeastern Power Administration (SEPA) with capacity and energy originating from SEPA's Kerr hydroelectric project in the Dominion Virginia Power control area and SEPA's Philipott hydroelectric project in the American Electric Power control area.

- 3.0 Network Resources
  - (1) Transmission Customer Generation Owned or Leased:

None

#### (2) Transmission Customer Generation Purchased:

- (a) The purchase of approximately 29 MW of capacity and associated energy from the Kerr hydroelectric project located in the Dominion Virginia Power control area and the Philipott hydroelectric project located in the American Electric Power control area, operated by the U.S. Army Corps of Engineers, and marketed by the Southeastern Power Administration ("SEPA"). Although considered a Network Resource for purposes of this Service Agreement, SEPA reimburses the Transmission Provider for transmission service under a separate Service Agreement. Consequently, SEPA allocations will be subtracted from the Transmission Customer's Network Load for purposes of determining charges pursuant to paragraph 8.0 of this Service Agreement.
- (b) Effective October 1, 2018, the purchase of capacity and energy from DEP pursuant to the Full Requirements Power Purchase Agreement which obligates DEP to provide capacity and energy to meet NCEMPA's full requirements load, net of load met by SEPA. Full Requirements Capacity and Energy under this Agreement is supplied by DEP's system of generating and purchased resources and is delivered to the DEP-East Control Area. The Full Requirements Power Purchase Agreement obligates DEP to supply such capacity and energy through December 31, 2043.

Total Network Resources = (1) + (2) = Transmission Customer's Total Network Load

#### 4.0 Network Load

(1) Transmission Customer Network Load:

See Attachment A-1 for a list of the Transmission Customer's Delivery Points and the 10-year forecast for each. Detailed information about each of the Transmission Customer's Delivery Points shall be set forth in Delivery Point Data Sheets, executed by the Parties, substantially in the form set forth in Attachment' A-2. Initiation of a new Delivery Point, or changes to the configuration of or investment in existing Delivery Points, shall require execution of an appropriately modified Delivery Point Data Sheet.

The Transmission Provider shall include the Transmission Customer's need for sufficient Delivery Point capability in its Transmission System planning and shall, consistent with Good Utility Practice, endeavor to construct and place into service Delivery Point capability sufficient to meet the Transmission Customer's current and forecasted Network Load at each such Delivery Point on a basis comparable to the Transmission Provider's delivery of service to its Native Load Customers. Retirement or modification of any Delivery Point (including a Delivery Point located at any jointly used delivery station) that the Transmission Provider may deem necessary in the course of satisfying the foregoing commitment shall be on a non-discriminatory basis and shall be comparable to the Transmission Provider's termination or modification of delivery stations in serving its Native Load Customers.

(2) Total Network Load at time of most recent annual peak load:

Season (Date - Hour Ending)	Total Network Load [kW]
Summer 2018 (06/19/2018-HE 20:00)	1,501,158
Winter 2018 (01/08/2018-HE 8:00)	1,577,804

5.0 Power Factor Requirements

The power factor requirements applicable to Transmission Customer's Delivery Points shall be as set forth in the Transmission Provider's Tariff.

- 6.0 Designation of party(les) subject to reciprocal service obligation: None.
- 7.0 Name(s) of any Intervening Systems providing transmission service: None.
- 8.0 Party Responsible for Providing Real Power Losses: Transmission Customer has Initially arranged, through its contracts with Duke Energy Progress, LLC ("DEP"), for the supply of Real Power Losses associated with its transmission service in accordance with Section 28.5 of the Tariff.

#### ATTACHMENT A-1

TO THE SPECIFICATIONS FOR SERVICE UNDER THE NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT (NITSA)
BETWEEN
NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY
AND DUKE ENERGY PROGRESS, LLC

NCEMPA DELIVERY POINTS AND FORECASTED DELIVERY POINT DEMANDS

#### North Carolina Eastern Municipal Power Agency 2019 Forecast Annual DP NCP Damand Kilowatts at Power Agency Delivery Level Including SEPA Allocation

	2019	2020	2021	2022	2023	2024	2026	2026	2027	2028
Apex 1	0	0	0	0	0	0	0	0	0	0
Apex 2	21,469	21,818	22,229	22,759	23,269	23,792	24,319	24,856	25,422	26,038
Apex 3	20,016	20,340	20,724	21,219	21,694	22,181	22,673	23,174	23,702	24,276
Apax 4	38,318	38,938	39,874	40,621	41,531	42,464	43,405	44,383		
Apex 5	17,730	18,024	18,364	18,802	19,223	19,665	20,091		45,374	48,473
Ayden 1	21,145	20,935	20,772	20,703	20,618	20,526		20,535	21,002	21,511
Benson 1	7,913	7,838	7,788	7,779	7,783		20,435	20,344	20,269	20,224
Clayton 1	9.518	6,853	6,928	7,039		7,751	7,740	7,730	7,729	7,742
Cluyton 2	17,878	20,558	20,783	21,118	7,145	7,254	7,384	7,477	7,598	7,734
Farmville 1	0,070	20,000	20,763		21,434	21,761	22,092	22,431	22,795	23,203
Farmville 2	12.108	12,026		0	0	0	0	0	0	0
Fremont 1	3.366		11,983	12,004	12,013	12,028	12,044	12,064	12,097	12,152
Greenville 1		3,331	3,304	3,292	3,278	3,262	3,246	3,231	3,218	3,209
Greenville 4	277,207	302,536	303,713	306,506	309,005	311,866	314,374	317,188	320,349	324,108
	110,387	54,968	55,182	55,680	56,143	66,627	57,119	57,630	58,204	58,887
Greenville 5	0	30,392	30,511	30,791	31,042	31,310	31,582	31,884	32,182	32,559
Hookerton 1	1,515	1,506	1,501	1,602	1,502	1,501	1,501	1,500	1,501	1,504
Kinston 1	92,267	71,559	71,369	71,558	71,678	71,833	71,998	72,185	72,449	72,844
Kinston 2	0	20,172	20,119	20,172	20,206	20,260	20,296	20,349	20,423	20,534
La Grange 1	6,231	6,174	6,131	0,115	6,095	6,073	6,051	6,030	6,012	6,004
Laurinburg 1	28,713	0	0	0	0	0	0	0	0	0
Leurinburg 2	0	28,505	28,386	28,422	28,428	28,448	28,472	28,504	28,667	28,680
Louisburg 1	11,528	11,394	11,299	11,264	11,217	11,176	11,136	11,100	11,076	11,089
Lumberton 1	0	0	0	0	0	0	0	0	0	11,000
Lumberton 2	28,744	28,488	28,295	28,229	28,144	28,047	27,952	27,858	27,785	27,754
Lumberton 3	16,627	16,478	16,387	16,329	18,279	16,223	18,169	18,114	16.072	18,054
Lumberton 4	14,582	14,452	14,354	14,321	14,277	14,228	14,180	14,132	14.095	14,079
New Bern 1	34,225	34,011	33,906	33,981	34,023	34,082	34,146	34,220	34,330	
New Bern 2	33,441	33,233	33,130	33,203	33,245	33,302	33,364			34,502
New Bern 3	2.050	2,037	2,031	2,035	2,038	2.041	2,045	33,436	33,544	33,712
Now Barn 4	26,991	26,823	28,740	26,799	26,632	28,879		2,049	2,058	2,066
New Bern 5	16,319	18,217	18,167	16,203	16,223		28,929	26,987	27,074	27,210
Pikeville 1	1,968	1,954	1,945	1,945		16,251	18,281	18,317	16,369	16,451
Red Springs 1	7,144	7,090	7,058		1,944	1,941	1,939	1,937	1,936	1,939
Rocky Mount	78,350	77,651		7,064	7,082	7,065	7,068	7,073	7,086	7,112
Rocky Mount 2	78,109		77,201	77,163	77,048	76,971	76,903	76,858	76,894	77,088
Selma 2		77,472	77,023	78,985	76,870	76,793	76,726	76,680	76,716	76,888
Selma 3	3,603	3,567	3,538	3,526	3,511	3,494	3,478	3,482	3,449	3,440
	11,271	11,157	11,068	11,029	10,982	10,930	10,880	10,829	10,787	10,781
Smithfield 1	29,486	29,302	29,211	29,276	29,312	29,363	29,418	29,481	29,577	29,725
Smithfield 2	6,722	6,880	6,659	0,074	6,682	6,694	6,706	6,721	6,742	8,778
Southport 1	14,526	14,527	14,873	14,697	14,807	14,824	16,044	15,169	15,910	15,480
Wake Forest 2	13,304	13,408	13,554	13,771	13,975	14,188	14,402	14,022	14,856	15,123
Wake Forest 3	27,729	27,947	28,250	28,703	29,129	29,571	30,018	30,470	30,969	31,520
Washington 1	66,420	65,884	65,498	65,381	05,231	65,054	64,884	84,713	64,692	64,660

# North Carolina Eastern Municipal Power Agency Delivery Level 2019 Forecast Annual DP NCP Demand Kilowatts at Power Agency Delivery Level Including SEPA Allocation

168,689,1	1,682,601	118,578,1	191,460,1	1,656,254	BT3,849,1	1,641,483	1,032,886	1,632,768	909,768,1	Agency Total
162,74D	TAN, 281	162,419	162,538	162,864	162,816	162,964	162,962	992'291 -	176,481	MEPCO Total
0/9/8	096'8	7149,8	E96'8	296'8	1/6.8	996'9	108,8	##O'8	921'8	g caragre (
116,01	10,588	10,64	168,01	10,602	10,613	10,630	668,01	669'01	867,01	A crocheT
12,634	12,607	12,502	018,510	12,623	12,636	12,658	12,685	12,637	12,762	
2,131	2,126	2,125	2,127	2,129	2,131	2,134	2,136	2,146	2,168	C criodisT
13,040	18,012	18,007	13,018	13,028	13'045	13,063	140,61	841,61	18,287	C onodia T
PP1'5	<b>LGL'G</b>	8/1/8	908'9	5,831	788,8	5,882	5,902	819,8		I olodwT
2,132	961,8	2,149	891,8	6,168	5,209	6,232	000 5		600,6	Scotland Neck
745	LVL	194	99/	687	292	191	6,250	2,295	896'9	*elivnostada5i
128,8	808,8	6,298	282	952'9	9,298		177	877	786	Нордоря
LVL	746	161	194	191		808,8	5,302	6,329	878,3	Hertlord
387,38	36,721	ETT, 3E	36,732		197	387	897	SLL	387	nothmatt
816,36	36,266	95,248	36,266	187,88	\$44,38	287,88	36,765	609,35	36,132	Elizabeth CNy 2
22,749	188,25	22,649		36,285	708,8E	316,35	36,299	LPP'SE	188,86	Excebelly Clip 1
3,916			22,634	22,616	22,806	22,584	22,546	55,610	22,723	Edenton
310 F	3,912	718,6	3,925	3,836	3,844	3,956	190€	5,983	4,036	Belhavan
1,682,951	1,620,164	\$60,018,1	1,501,628	690,864,1	897,880,1	868,8TP,1	966,686,1	810,684,1	469,574,1	DEP Total
118,63	796'89	900'89	194,88	967'99	292'89	8Z0'99	687,78	997,78	100,88	Villion 12
75,390	828,47	YA, AO1	990'1/.	73,732	78,619	73,144	12,787	72,838	73,109	FT DOMENY
0	0	0	0	0	0	0	0	0	0	Of noultw
0	0	0	0	0	O.	o o	0	0	0	8 nosilw
0	0	0	0	o .	0	0	o .	ő	0	
18,835	366,81	883,81	18,501	18,421	18,343	16,274	781,81	18,196	18,285	8 nosilW
26,668	20,370	26,219	28,087	25,864	828'92	25,776	28,654	26,669		7 nosłW
167,81	19,683	£44,81	185,91	18,297	18,215	10,143	19,062		26,764	8 month.
647,11	189,11	989'11	158,11	000'11	11,442	906,11		19,063	19,134	8 riosIM
46,820	176,84	46,206	188'97	087,24	988,85		11,345	136,11	11,393	₱ ⊓oallW
140,81	12,974	12,900	12,840			45,425	46,208	45,236	601,84	& rioality
0	0	0		12,784	12,730	12,682	12,622	12,629	12,676	S nositW
Property and the second			0	D	0	0	0	0	0	r nosiw
8202	7202	2028	2026	2024	2023	2022	2021	2020	2019	

\*Robersonville has one delivery point with 3 matering points (2) 4kV matering points and (1) 13kV matering point. all at one delivery point The NCEMPA toreotest flore do not contain a forecast is completed by city level and delivery level, and on the material property point. The NCEMPA toreotest flore do not contain a Robersonville 2 and 3, only Robersonville 1.

## **ATTACHMENT A-2**

TO THE SPECIFICATIONS FOR SERVICE UNDER THE
NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT (NITSA)
BETWEEN
NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY
AND DUKE ENERGY PROGRESS, LLC

FORM OF DELIVERY POINT DATA SHEETS

# **DELIVERY POINT DATA SHEET**

1.	NCEMPA Participant	
2.	Location	
3.	Effective Date	
4.	Delivery Point Name a Location	d
5.	Delivery Point Voltage	
6.	Point of Connection	
	A. Name	
	B. Number	
	C. Physical Location	11 y <u>2 </u>
	D. Firm Capacity of:	
	E. Voltage	
	F. Metered Voltage	
	G. Location of Meter	
7.	Special Facilities or Co	ditions
AC	CEPTED BY NCEMPA	Name:
		Date:
ACC	CEPTED BY DEP	Name:
		Title:
		Date:

# **ATTACHMENT B-1**

TO THE SPECIFICATIONS FOR SERVICE UNDER THE
NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT (NITSA)
BETWEEN
NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY
AND DUKE ENERGY PROGRESS, LLC

**DELIVERY FACILITIES CHARGES** 

#### **DELIVERY FACILITIES CHARGES**

Transmission Customer will compensate Transmission Provider for Transmission Customer's share of the cost of Delivery Facilities (facilities beyond the Delivery Points that are used to deliver capacity and energy from the Transmission System to the systems of Transmission Customer's municipal participants at each Delivery Point). The charges for Delivery Facilities in each month shall be calculated in accordance with the formulas set forth below, based upon the operating voltage (transmission voltage or distribution voltage) of specific Delivery Facilities at a Delivery Point.

Delivery Facilities Charge for Transmission Voltage Delivery Facilities		(CACREP CACRAF)	+		x	MFCRtv
Delivery Facilities Charge for Distribution Voltage Delivery Facilities		(CACREF+	CAC	RAF	x	MFCRov
CACRE	=	OCer	X	RF		
CACRAF	=	OCAF	×	RF		

Terms used in the foregoing formulas shall have the following meanings:

CACREF ("Customer-Assigned Cost Responsibility - Existing Facilities"): the portion (in \$) of the Original Cost of Delivery Facilities in service as of July 1, 2008 and located at Transmission Customer's Delivery Points for which Transmission Customer shall bear cost responsibility for purposes of calculating Delivery Facilities Charges.

CACRAF ("Customer-Assigned Cost Responsibility - Additional Facilities"): the portion (In \$) of the Original Cost of Delivery Facilities placed in service on and after July 1, 2008 and located at Transmission Customer's Delivery Points for which Transmission Customer shall bear cost responsibility for purposes of calculating Delivery Facilities Charges. In any year, CACRAF shall be determined as the product of the Original Cost of Additional Facilities (Delivery Facilities placed in service on and after July 1, 2008) times the RF for that year.

OCEF ("Original Cost of Existing Facilities"): for any Delivery Point, the asset costs of Delivery Facilities placed in service before July 1, 2008, as set forth in the Delivery Facilities Investment Data Sheet for such Delivery Point that is in effect as of July 1, 2008. These values, shall not change during the term of the NITSA

except (as set forth below) as necessary to reflect the Transmission Provider's remaining book investment in existing Delivery Facilities that later may be retired from service.

OCAF ("Original Cost of Additional Facilities"): for any Delivery Point, the asset costs of new Delivery Facilities or modifications to existing Delivery Facilities that are placed in service on and after July 1, 2008, as properly recorded by Transmission Provider in FERC Accounts 360 through 369 (or their successor accounts) and reflected on a new or modified Delivery Facilities Investment Data Sheet for that Delivery Point.

OCEF and OCAF shall be reduced from time to time by an appropriate share of the Transmission Provider's remaining book investment in existing or new Delivery Facilities that were reflected in the determination of OCEF or OCAF (as applicable) but that later are retired from service.

RF ("Responsibility Factor"): For Delivery Points where the Transmission Customer is the sole user of the Delivery Facilities, RF shall equal 1.0. For Delivery Points where the Transmission Customer is not the sole user of the Delivery Facilities, RF shall be calculated as follows:

RF =

(Transmission Customer metered demand at hour of peak annual demand on Delivery Facility) divided by

(Total demand on Delivery Facility at hour of peak annual demand on Delivery Facility)

The Transmission Provider shall update the values used for RF each calendar year based on the most recent available load data.

MFCR<sub>TV</sub> ("Monthly Fixed Charge Rate - Transmission Voltage"): A rate, expressed as a decimal value, representing one-twelfth of the annual cost of ownership of Delivery Facilities operated at transmission voltage (115 kV and higher). The current MFCR<sub>TV</sub> value is 0.89%.

MFCR<sub>bv</sub> ("Monthly Fixed Charge Rate - Distribution Voltage"): A rate, expressed as a decimal value, representing one-twelfth of the annual cost of ownership of Delivery Facilities operated at distribution voltage (below 115 kV). The current MFCR<sub>Dv</sub> value is 1.05%.

The values used for MFCR<sub>TV</sub> and MFCR<sub>DV</sub> may be changed by the Transmission Provider only pursuant to a filing made under Section 205 of the Federal Power Act, and by the Transmission Customer only pursuant to a filing made under Section 206 of the Federal Power Act.

Effective January 1, 2020, Transmission Customer shall pay the following monthly Delivery Facilities charges:

Delivery Facilities Charge for Transmission Voltage Delivery Facilities = \$10,973.09 /month

Delivery Facilities Charge for Distribution Voltage Delivery Facilities = \$84,757.76 /month

A Delivery Point may be terminated by either Transmission Provider or Transmission Customer upon reasonable notice.\(^1\) In the event that the termination of the Delivery Point results in the Early Retirement (as defined in Section 3.a below) of any of the Transmission Provider's facilities covered by these distribution rates or any of the Transmission Customer's facilities interconnected with such Transmission Provider's facilities, the Transmission Provider or the Transmission Customer, as applicable, shall be responsible for paying to the other party a Loss Due to Early Retirement ("LDER") calculated as follows:

1. If Transmission Provider is the initiator of the termination of the Delivery Point, Transmission Provider shall be responsible for paying to Transmission Customer any LDER incurred by Transmission Customer involving Transmission Customer's facilities interconnected with Transmission Provider's facilities at the Delivery Point. In such event, Transmission Customer's LDER shall consist of the sum of (a) the net book value of the Transmission Customer's facilities interconnected with Transmission Provider's facilities at the Delivery Point, plus actual cost of removal, less any actual salvage value, all as calculated using Transmission Customer's standard accounting practices, and (b) Transmission Customer's Reintegration Costs.

Reintegration Costs shall include the direct labor costs (plus a reasonable percentage for regular employee fringe benefits and a reasonable percentage for engineering and supervision, cost of use of equipment, cost of materials, and miscellaneous expenses) that Transmission Customer incurs in connecting, by the most practical and direct route, (a) the Transmission Customer's lines that were previously connected with the terminated Delivery Point with (b) the Delivery Point that replaces the terminated Delivery Point. Reintegration Costs will be calculated consistent with the standard methodology being used by the Transmission Customer at that time for calculations of this kind.

<sup>&</sup>lt;sup>1</sup> For purposes of this Attachment B-1, "termination" of a Delivery Point means the Transmission Customer's permanent removal of all load from the point of electrical connection or at the voltage specified in the Delivery Point Data Sheet in effect for that Delivery Point Immediately prior to the load removal.

2. If Transmission Customer is the initiator of the termination of the Delivery Point, Transmission Customer shall be responsible for paying to Transmission Provider any LDER incurred by Transmission Provider Involving the Transmission Provider facilities covered by these distribution rates. In such event, Transmission Provider's LDER shall consist of the net book value of the Transmission Provider's facilities covered by these distribution rates, plus actual cost of removal, less any actual salvage value, all as calculated using Transmission Provider's standard accounting practices.

#### 3. Definitions

- a. A retirement shall be deemed to result in an "Early Retirement" for LDER purposes if the LDER, calculated as set forth in sections 1 and 2 herein, exceeds 20% of the sum of (a) the original cost of the asset(s) (including any additions or retirements) for which the LDER is calculated (b) actual removal costs, and (c), in the case of a termination initiated by the Transmission Provider, Reintegration Costs.
  - b. For LDER calculation purposes, "net book value" of an asset represents the original cost of the asset (including any additions or retirements) less actual accumulated depreciation for the asset as reflected in the fixed assets system of the impacted entity.
- 4. Billing Provisions. After the Delivery Point is terminated, the Transmission Provider or Transmission Customer, as applicable, shall render a bill to the other party for the Transmission Provider's or Transmission Customer's LDER (excluding the actual cost of removal and actual salvage value), and, if applicable, the Transmission Customer's Reintegration Costs. After the facilities at the Delivery Point have been removed, the Transmission Provider or Transmission Customer, as applicable, shall render a bill to the other party for the Transmission Provider's or Transmission Customer's actual cost of removal and actual salvage value. Bills rendered hereunder shall be subject to the Billing and Payment provisions of Section 7 of the Tariff.

# **ATTACHMENT B-2**

TO THE SPECIFICATIONS FOR SERVICE UNDER THE
NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT (NITSA)
BETWEEN
NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY
AND DUKE ENERGY PROGRESS, LLC

ORIGINAL COST OF EXISTING DELIVERY FACILITIES AND INITIAL CUSTOMER-ASSIGNED COST RESPONSIBILITY FOR EXISTING DELIVERY FACILITIES

# Cost Responsibility for Existing Power Agency Municipal Participant Distribution Delivery Facilities

(a)	(b)	(c)	(d)	(e)	(f)
Delivery Point	OCEF	OCAF	CACREF	CACRA	CACRTOTAL
Apex	\$1,531,103		\$1,531,103		\$1,531,103
Apex#4		\$12,389		\$12,389	\$12,389
Apex#5		\$28,560		\$28,560	\$28,560
Benson	\$1,396,179		\$531,665		\$531,665
Clayton	\$4,044,335		\$1,194,730		\$1,194,730
Farmville		\$14,586		\$14,586	\$14,586
Fremont	\$562,283	100	\$226,840		\$226,840
Hookerton	\$889,473		\$219,716		\$219,716
Kinston	\$52,117		\$52,117		\$52,117
LaGrange	\$625,884		\$315,970		\$315,970
Laurinburg	\$770,049		\$536,768		\$536,768
Louisburg	\$1,004,227		\$517,651		\$517,651
Lumberton #2	\$39,671		\$39,671		\$39,671
Lumberton #3	\$22,560		\$22,560		\$22,560
Lumberton #4		\$10,740		\$10,740	\$10,740
New Bern #1	\$11,869		\$11,869		\$11,869
New Bern #2	\$52,988		\$52,988		\$52,988
New Bern #3	\$1,002,374		\$130,900		\$130,900
New Bern #4	\$2,641		\$2,641		\$2,641
New Bern Lewis Farm Rd.		\$12,803		\$12,803	\$12,803
Pikeville	\$577,071		\$172,103		\$172,103
Red Springs	\$494,457		\$404,487		\$404,487
Selma # 2	\$671,869		\$464,694		\$464,694
Selma #3		\$15,664		\$15,664	\$15,664
Smithfield	\$553,433		\$553,433		\$553,433
Smithfield # 2		\$23,948		\$23,948	\$23,948
Southport	\$1,088,355		\$526,946		\$526,946
Wake Forest		\$14,289		\$14,289	\$14,289
Wake Forest #3		\$26,530		\$26,530	\$26,530
Wilson #1 - #11	\$399,986		\$399,986		\$399,986
Investment in metering, telemetering, and related equipment (combined system load signal)	\$3,821		\$3,821		\$3,821
Total Distribution	\$15,796,745	\$169,609	\$7,912,859	\$159,509	\$8,072,168

# Cost Responsibility for Existing Power Agency Municipal Participant Transmission Delivery Facilities

(a)	(b)	(c)	(d)	(e)	(f)
	Transmission Voltage Delivery Facilities				
	OCEF	OCAF	CACREF	CACRAF	CACRTOTAL
Ayden	\$79,383		\$79,383	1 - 1 - 1	\$79,383
Greenville #1, #2 and #3	\$347,501		\$347,501		\$347,501
Rocky Mount	\$240,339	\$37,100	\$240,339	\$37,100	\$277,439
Rocky Mount #4	\$73,932		\$73,932		\$73,932
Washington	\$157,956		\$157,956		\$157,956
Wilson 230 kV POD	\$296,721		\$296,721		\$296,721
Total Transmission	\$1,407,886	\$37,100	\$1,407,886	\$37,100	\$1,232,932

# **Network Operating Agreement**

## Between

#### Duke Energy Progress, LLC

#### And

## North Carolina Eastern Municipal Power Agency

Duke Energy Progress, LLC, formerly known as Carolina Power & Light Company (d/b/a Progress Energy Carolinas, Inc.) (Transmission Provider), and North Carolina Eastern Municipal Power Agency (Transmission Customer) agree that the provisions of this Network Operating Agreement (NOA) and the Service Agreement govern the Transmission Provider's provision of Network Integration Service to the Transmission Customer in accordance with DEP's Open-Access Transmission Tariff (Tariff), as it may be amended from time to time. Unless specified herein, capitalized terms shall refer to terms defined in the Tariff.

The Network Operating Committee consisting of a representative and an alternate from each Network Customer and the Transmission Provider shall: (i) coordinate operating criteria and other technical considerations required for implementation of Network Integration Transmission Service; (ii) ensure that current operating practices and procedures are consistent with the Network Operating Agreement; (iii) plan, schedule, and implement operational changes to maintain consistency with the Network Operating Agreement; and (iv) recommend, schedule, and implement Network Operating Agreement changes. Each party's authorized official will inform the other party's authorized official in writing of the representative and alternate to the Network Operating Committee as soon as practical, so that the agreement can be implemented.

#### 1.0 Control Area Requirements

The Transmission Customer shall; (i) operate as a Control Area under applicable guidelines of the North American Electric Reliability Corporation ("NERC") and the SERC Reliability Corporation ("SERC"); or (ii) satisfy its Control Area requirements, including all Ancillary Services, by contracting with the Transmission Provider; or (iii) satisfy its Control Area requirements, including all Ancillary Services, by contracting with another entity that can satisfy those requirements in a manner that is consistent with the Tariff and Good Utility Practice and satisfies NERC and SERC standards. The Transmission Customer shall plan, construct, operate and maintain its facilities and system in accordance with Good Utility Practice, which shall include, but not be limited to, all applicable guidelines of NERC and SERC, as they may be modified from time to time, and any generally accepted practices in the region that are consistently adhered to by the Transmission Provider.

#### 2.0 Redispatch Procedures

- (a) If the Transmission Provider determines that redispatching resources (including reductions in off-system purchases and sales) to relieve an existing or potential transmission constraint is the most effective way to ensure the reliable operation of the Transmission System, the Transmission Provider will redispatch the Transmission Provider's resources, and request the Transmission Customer to redispatch its resources, on a least-cost basis, without regard to the ownership of such resources. The Transmission Provider will maintain a redispatch protocol and will apprise the Transmission Customer of its redispatch practices and procedures, as they may be modified from time to time.
- (b) The Transmission Customer will submit verifiable cost data for its resources, which estimate the cost to the Transmission Customer of changing the generation output of its Network Resources, to the Transmission Provider. This cost data will be used, along with similar data for the Transmission Provider's resources, as the basis for least-cost dispatch. The Transmission Provider's bulk power operations personnel will keep this data confidential, and will not disclose it to the Transmission Provider's marketing personnel. If the Transmission Customer experiences changes to its costs, the Transmission Customer will submit those changes to the Transmission Provider's Energy Control Center. The Transmission Provider will implement least-cost redispatch consistent with its existing contractual obligations and its current practices and procedures for its own resources per Sections 33.2 and 42.2 of the Tariff. The Transmission Customer shall respond within ten minutes to requests for redispatch from the Transmission Provider's Energy Control Center.
- (c) The Transmission Customer may audit, at its own expense, particular redispatch events (such as the cause or necessity of the redispatch) during normal business hours following reasonable notice to the Transmission Provider. Either the Transmission Customer or the Transmission Provider may request an audit of the other Party's cost data. Any audit of cost data will be performed by an independent agent at the requesting Party's cost. Such independent agent will be a nationally recognized accounting firm and will be required to keep all cost data confidential.
- (d) Once redispatch has been implemented, the Transmission Provider will book in a separate account the redispatch costs incurred by the Transmission Provider and the Transmission Customer based on the submitted cost data. The Transmission Provider and the Transmission Customer will each bear a proportional share of the total redispatch costs pursuant to Sections 33 and 42 and Attachment J of the Tariff. The redispatch charge or credit, as appropriate, will be reflected on the Transmission Customer's monthly bill.

#### 3.0 Metering

(a) Unless otherwise agreed and except as provided in Section 3(b), the Transmission Provider will be responsible for the Installation, operation, maintenance, repair and replacement of all metering equipment necessary to provide Network Integration Service or Network Contract Demand Service. All metering equipment shall conform to Good Utility Practice and, if it is electrically located in the Transmission Provider's Control Area, the standards and practices of the Transmission Provider's Control Area. Prior to installation of any metering equipment by the Transmission Customer or its agents, the Transmission Provider and the Transmission Customer shall review the metering equipment to ensure conformance with such standards or practices.

Metering equipment necessary to provide Network Integration Transmission Service that is in place at each Delivery Point as of the date of this Agreement is included within the Delivery Facilities provided by Transmission Provider pursuant to Section 10 and Attachments B-1 and B-2 of the NITSA.

- (b) Unless otherwise agreed, electric capacity and energy received by the Transmission Provider from the Transmission Customer will be measured by meters installed and maintained by the Transmission Customer at the Transmission Customer's Network Resources if such Network Resources are electrically located within the Transmission Provider's Control Area. When measurement is made at any location other than a Point of Receipt, suitable adjustment for losses between the point of measurement and the Point of Receipt will be agreed upon in writing between the Parties hereto and will be applied to all measurements so made. Metered receipts used in billing and accounting hereunder will in all cases include adjustment for such losses.
- (c) Electric capacity and energy delivered to the Transmission Customer's points of delivery by the Transmission Provider will be measured by meters installed at the points of delivery. When measurement is made at any location other than a Point of Delivery, suitable adjustment for losses between the point of measurement and the Point of Delivery will be agreed upon in writing between the Parties hereto and will be applied to all measurements so made. Metered receipts used in billings and accounting hereunder will in all cases include adjustments for such losses.
- (d) Meters at the Transmission Customer's Network Resources and Network Loads will be tested at least blennially. In addition, the Transmission Customer will, upon request of the Transmission Provider, test any of its meters at its Network Resources or Network Loads used for determining the receipt or delivery of capacity and energy by the Transmission Provider. Representatives of the Transmission Provider will be afforded an opportunity to witness such tests. In the event the test shows the meter to be inaccurate, the Transmission Customer will make any necessary adjustments, repairs or replacements thereon.
- (e) In the event any meter used to measure capacity and energy falls to register or is found to be inaccurate, appropriate billing adjustments, based on the best information available, will be agreed upon by the Parties hereto. Any meter tested and found to be not more than two percent above or below normal will be considered to be correct and accurate insofar as correction of billing is concerned. If, as a result of any test, a meter is found to register in excess of two percent either above or below normal, then the reading of such meter previously taken will be corrected according to the percentage of inaccuracy so found, but no correction will extend beyond ninety days prior to the day on which inaccuracy is discovered by such test.

- (f) The Transmission Provider will have the right to install suitable metering equipment at any Point(s) of Receipt or Delivery, as herein provided for the purpose of checking the meters installed by the Transmission Customer.
- (g) The Transmission Customer will read the meters owned by it, except as may be mutually agreed, and will furnish to the Transmission Provider all meter readings and other information required for operations and for billing purposes. Such information will remain available to the Transmission Provider for 3 years.
- (h) The Transmission Customer has entered into a Metering Services Agreement with the Transmission Provider for NCEMPA members participating in Virginia Electric and Power Company ("VEPCO Participants"). See Attachment A-1 for a list of the Transmission Customer's VEPCO Participant Delivery Points.

#### 4.0 Control Area and Data Equipment

(a) Unless otherwise agreed, the Transmission Provider will be responsible for the Installation, modification, operation, maintenance, repair and replacement of all data acquisition equipment, protection equipment, and any other associated equipment and software, which may be required by either Party for the Transmission Customer to operate in accordance with its choice under Section 1.0 of this NOA.

Such equipment shall conform to Good Utility Practice and, if the Transmission Customer is electrically located within the Transmission Provider's Control Area, the standards and practices of the Transmission Provider's Control Area. Prior to installation of any such equipment by Transmission Customer or its agents, the Transmission Provider and the Transmission Customer shall review the equipment and software required by this Section to ensure conformance with such standards or practices.

(b) The selection of real time telemetry and data to be received by the Transmission Provider's Energy Control Center and the Transmission Customer shall be at the reasonable discretion of the Transmission Provider's Control Area, as deemed necessary for reliability, security, economics, and/or monitoring of system operations. This telemetry includes, but is not limited to, loads, line flows, voltages, generator output, and breaker status at any of the Transmission Customer's transmission facilities. To the extent telemetry is required that is not available, the Transmission Customer shall, at its own expense, install any metering equipment data acquisition equipment, or other equipment and software necessary for the telemetry to be received by the Transmission Provider's Energy Control Center.

The Transmission Customer has load located outside the Transmission Provider's Control Area. The Transmission Customer currently provides and shall continue to provide real time telemetry and data for this load to the Transmission Provider's Energy Control Center that is necessary for the provision of Network Integration Transmission Service.

(c) Each Party shall be responsible for implementing any computer modifications or changes required to its own computer system(s) as necessary to implement this Section.

### 5.0 Operating Requirements

- (a) The Transmission Customer shall operate its generating resources inside the Transmission Provider's Control Area in a manner consistent with that of the Transmission Provider, including following voltage schedules, free governor response, meeting power factor requirements at the point of interconnection with the Transmission Provider's system, and other such criteria required by NERC and SERC, and consistently adhered to by the Transmission Provider.
- (b) When load is being served by the Transmission Customer within the DEP control area, the Transmission Customer shall maintain a power factor of 100% to 90% lagging at each point of delivery determined on the basis of the 60-minute metered or computed reactive demand (kVar) for each hour of the month and the corresponding 60-minute metered or computed kilowatt demand for that hour.

In addition, the Transmission Customer shall maintain a power factor of 100% to 95% lagging at each point of delivery, determined on the basis of the 60-minute metered or computed kilowatt demand at the time of DEP's monthly transmission system peak and the corresponding 60-minute reactive demand (kVar) for that hour.

To the extent the Transmission Customer owns or operates reactive devices which would cause reactive power to flow onto the DEP system, DEP and the Customer will develop procedures governing the Customer's delivery of reactive power to the DEP system.

In the event that the Transmission Customer does not satisfy the power factor requirements outlined above, or the Parties cannot agree on the procedures governing the customer's delivery of reactive power, or the Parties cannot agree on the efforts to be undertaken by the Transmission Customer to satisfy the power factor requirements within an agreed upon period of time, DEP reserves the right to make a unilateral filing with FERC under Section 205 of the Federal Power Act seeking authorization to either (i) assess appropriate charges to the Transmission Customer for reactive power supplied to the Transmission Customer by DEP up to the level of minimum power factor requirement, or (ii) install power factor correction equipment sufficient to bring the Transmission Customer's power factor into compliance with the power factor requirements, and to assess the Transmission Customer the reasonable cost of such equipment.

(c) Insofar as practicable, the Transmission Provider and the Transmission Customer shall protect, operate, and maintain their respective systems so as to avoid or minimize the likelihood of disturbances which might cause impairment of service on the system(s) of the other. The Parties shall implement load shedding programs to maintain the reliability and integrity of the Transmission System, consistent with the standards of NERC and SERC, as provided in Sections 33.6 and 42.6 of the Tariff. Load shedding shall include: (1) automatic load shedding by under frequency relay or (2) manual load shedding. The Transmission Provider will implement load shedding to maintain the relative sizes of load served, unless otherwise required by circumstances beyond the control of the Transmission Provider or the Transmission Customer. Automatic load shedding devices will operate without notice. When manual load shedding is necessary, the Transmission Provider shall notify the Transmission Customer's dispatchers or

schedulers of the required action and the Transmission Customer shall comply within ten minutes.

(d) The Transmission Customer shall, at its own expense, provide, operate, and maintain in service high-speed, digital under frequency load shedding equipment. For load served in or from the DEP Zone, the Transmission Customer will install under frequency relays to disconnect automatically its Network Load in a manner consistent with that followed by the Transmission Provider.

The installation of under frequency relays to accomplish any load shedding in addition to that already installed shall be completed on a schedule agreed to by the Network Operating Committee. The Network Operating Committee may review the amount of load that would be disconnected automatically, and make such adjustments and changes as necessary.

- (e) In the event the Transmission Provider modifies the load shedding system, the Transmission Customer shall, at its expense, make changes to its equipment and the settings of such equipment, as required. The Transmission Customer shall test and inspect the load shedding equipment within ninety (90) days of taking Network Integration Transmission Service or Network Contract Demand Transmission Service under the Tariff and thereafter in accordance with Good Utility Practice, and provide a written report to the Transmission Provider. The Transmission Provider may request a test of the load shedding equipment with reasonable notice.
- (f) The Transmission Customer shall ensure that all Network Resources meet the Transmission Provider's requirements for parallel operation of non-utility generation.

The Transmission Customer shall not permit any generating unit greater than 5 MW to be operated in parallel either continuously or momentarily with the Transmission Provider's system without the written approval of the Transmission Provider's Network Operating Committee representative.

For the Transmission Customer owned generation greater than 5 MW operated in parallel with the Transmission Provider's system without prior written approval, the Transmission Provider may take any and all appropriate action necessary to prevent the parallel operation of such generation. These actions may include, but are not limited to, ensuring reliability and safety of the Transmission Provider's system by whatever means necessary.

(g) Parallel Operation or Transfers of Load Between Points of Connection

(1) Planning

The Transmission Customer shall not permit any Point of Delivery to be operated in parallel with another Point of Delivery, or transfer load between Points of Delivery, unless the Transmission Provider has first approved the arrangement. The Transmission Provider shall grant such approval unless the reliability of its system and its ability to measure energy at any Point of Delivery would be adversely affected by such operation in parallel or load transfer. Any and all switching shall be done with the prior consent of the Transmission Provider Energy Control Center System Operator.

#### (2) Operations

The Transmission Customer will be permitted to parallel Points of Delivery or to transfer loads for purposes of emergencies, maintenance, construction, or restoration of service with the prior consent of the Transmission Provider Energy Control Center System Operator.

## 6.0 Operational Information

The Transmission Customer shall provide data needed for the safe and reliable operation of the Transmission Customer's and the Transmission Provider's Control Area and to implement the provisions of the Tariff. The Transmission Provider will treat this information as confidential and will not divulge it to its marketing personnel.

- (a) The Transmission Customer served from the DEP Zone shall provide by September 1st of each year the Customer's Network Resource availability forecast (e.g., all planned resource outages, including off-line and on-line dates) for the following year. Such forecast shall be made in accordance with Good Utility Practice. The Transmission Customer shall inform the Transmission Provider, in a timely manner, of any changes to the Transmission Customer's Network Resource availability forecast. In the event that the Transmission Provider determines that such forecast cannot be accommodated due to a transmission constraint on its Transmission System, and such constraint may jeopardize the security of its Transmission System or adversely affect the economic operation of either the Transmission Provider or the Transmission Customer, the provisions of Sections 33.2 and 42.2 of the Tariff will be implemented.
- (b) The Transmission Customer served from the DEP Zone shall provide at least 14 calendar days advance notice of the Transmission Customer's best forecast of any planned transmission or Network Resource outage(s) and other operating information that the Transmission Provider deems appropriate. In the event that such planned outages cannot be accommodated due to a transmission constraint on the Transmission Provider's Transmission System, the provisions of Sections 33.2 and 42.2 of the Tariff will be implemented.
- (c) The Transmission Provider and the Transmission Customer shall notify and coordinate with as much advance notice as reasonably possible with the other Party prior to the beginning of any work by the other Party (or contractors or agents performing on their behalf), which may directly or indirectly have adverse effects on the reliability and security of the other Party's system.
- (d) The Transmission Customer is responsible for replacing Real Power Losses associated with all transmission service in accordance with Sections 28.5 and 36.11 of the Tariff. The Transmission Customer must Identify the party responsible for supplying Real Power Losses before the transaction takes place.

#### 7.0 Network Planning

In order for the Transmission Provider to plan, on an ongoing basis, to meet the Transmission Customer's requirements for Network Integration Service, the Transmission Customer served from the DEP Zone shall provide, by January 1<sup>st</sup> of each year, updated

information (current year and 15-year projections) for Network Loads and Network Resources, as well as any other information reasonably necessary to plan for Network Integration Service. This type of information is consistent with the Transmission Provider's Information requirements for planning to serve its Native Load Customers. The data will be provided in a format consistent with that used by the Transmission Provider.

#### 8.0 Character of Service

Power and energy delivered under the Service Agreement and this NOA shall be delivered as three-phase alternating current at a nominal frequency of sixty (60) Hertz, and at the nominal voltages at the delivery and receipt points.

## 9.0 Transfer of Power and Energy Through Other Systems

Since the Transmission Provider's Transmission System is, and will be, directly and indirectly connected with other electric systems, it is recognized that, because of the physical and electrical characteristics of the facilities involved, power delivered under the Service Agreement and this NOA may flow through such other systems. The Parties agree to advise other electric systems as deemed appropriate of such scheduled transfers and to attempt to maintain good relationships with affected third parties. If the Transmission Provider is charged by another electrical system for loop flow charges, then the Transmission Provider may seek recovery of these charges from the Transmission Customer based on his cost responsibility pursuant to § 205 of the Federal Power Act.

#### 10.0 Notice

If any Notice or request made to or by either Party regarding this NOA shall be made to the representative of the other Party as indicated in the Network Service Agreement.

#### 11.0 Incorporation

The Tariff and the Service Agreement, as may be amended from time to time, are incorporated herein and made a part hereof.

#### 12.0 Term

The term of this NOA shall be concurrent with the term of the Service Agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this NOA to be executed by their respective authorized officials.

By:				
Vame:	J. Samuel Holeman, III	Date		
Title:	Vice President, Transmission System Planning & Operations			
	Duke Energy Progress, LLC			

# Transmission Customer:

By:

MUS Sell

10/31/19

Name:

Matthew E. Schull

Date

Title:

Chief Operating Officer, NCEMPA

ElectriCities of North Carolina, Inc.

IN WITNESS WHEREOF, the Parties have caused this NOA to be executed by their respective authorized officials.

Transmiss	ion Provider:	
Ву:	april 10	20/29/2019
Name:	J. Samuel Holeman, III	Date
Title:	Vice President, Transmission System F Duke Energy Progress, LLC	Planning & Operations
Transmiss	lon Customer:	
Ву:		
Name:	Matthew E. Schull	Date
Title:	Chief Operating Officer, NCEMPA	
	ElectriCities of North Carolina, Inc.	



# NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY

Amended and Restated
Full Requirements Power Sales Agreement

Dated as of April 24, 2015 September 22, 2023

# TABLE OF CONTENTS

SECTION 1.	<u>Definitions</u>	2
SECTION 2.	Term of Agreement.	<del>8</del> 7
SECTION 3.	Sale and Purchase of Full Requirements Bulk Power Supply.	8
SECTION 4.	Rates and Charges; Surplus Moneys.	<del>10</del> 9
SECTION 5.	Total Annual Budget and Monthly Bills; Payments by the Member.	<u>++10</u>
SECTION 6.	Rate Review and Payment Sources.	1211
SECTION 7.	Obligations in the Event of Default.	<del>13</del> 12
SECTION 8.	Deliveries; Delivery Facility Costs; Load Forecasts; System Reliability.	<u>1413</u>
SECTION 9.	Member Planning and Operations.	<u>1716</u>
SECTION 10.	Disposition of Electric Systems.	1817
SECTION 11.	Miscellaneous General Provisions.	<del>19</del> 18
SECTION 12.	Future Members.	<del>23</del> 21
SECTION 13.	Records; Accounts; Reports; Audits.	<del>23</del> 21
SECTION 14.	Modification and Uniformity of Contracts.	2322
SECTION 15.	Assignment of Agreement.	2422
SECTION 16.	Severability	24
22		
SECTION 17.	Applicable Law; Construction.	2423
SECTION 18.	Survivorship of Obligations.	2423
SECTION 19.	No Delay.	<b>24</b> 23
SECTION 20.	Further Documentation.	2423
SECTION 21.	Incorporation of Exhibits.	<del>24</del> 23
SECTION 22.	Continuance and Enforcement of Agreement.	2423
SECTION 23.	Relationship to Other Instruments.	<del>25</del> 24
SECTION 24.	Counterparts; Electronic Signatures.	<del>25</del> 24
SECTION 25.	Entire Agreement.	<u>2524</u>
SECTION 26.	Preaudit	<del>25</del>
24		
SECTION 27.	Attorney's Approval.	24

Exhibit A -	Network Integration Transmission Service Agreement	
and Network O		
	Agreement between Duke Energy Progress, Inc. and North Carolina Eastern	
	Municipal PowerAgency A-	1

### NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY

# AMENDED AND RESTATED FULL REQUIREMENTS POWER SALES AGREEMENT

THIS AGREEMENT, dated as of the 24th 22nd day of April September, 2015 2023, is by and between North Carolina Eastern Municipal Power Agency, a joint agency of the State of North Carolina (including successors and permitted assigns, "Power Agency"), and the municipality of the State of North Carolina (including successors and permitted assigns, the "Member") which has executed this Agreement (as supplemented and amended pursuant to the terms of this Agreement, the "Agreement").

WHEREAS, Power Agency is duly organized as a public body and a body corporate and politic under the laws of the State of North Carolina (G.S. Chapter 159B) and, among other things, is authorized to sell for resale electric power and energy; and

WHEREAS, the Member is a city or town created under the laws of the State of North Carolina owning a system or facilities for the generation, transmission or distribution of electric power and energy for public and private use, and is authorized by said laws to contract to buy from Power Agency some or all of the power and energy required for its present or future requirements; and

WHEREAS, the Member previously entered into a Supplemental parties hereto are parties to a Full Requirements Power Sales Agreement, dated July 30, 1981, as amended by an Amendment Agreement dated as of October 31, 1984 (the "Supplemental Power Sales Agreement") with Power Agencyas of April 24, 2015, (the "FRPSA"), pursuant to which Power Agency soldsells and the Member purchased Allpurchases the Full Requirements Bulk Power Supply (as defined in the Supplemental Power Sales Agreement), which consisted of Project Output (as defined in the Supplemental Power Sales Agreement) and Supplemental Bulk Power Supply (as defined in the Supplemental Power Sales Agreement); and requirements of the Member; and

WHEREAS, Project Output is sold by Power Agency and purchased by the Member pursuant to an Initial Project Power Sales Agreement between Power Agency and the Member dated July 30, 1981, as amended by an Amendment Agreement dated as of October 31, 1984 (the "Project Power Sales Agreement"); and

WHEREAS, Project Output is provided by Power Agency from its ownership interests in the Brunswick Units, the Harris Unit, the Mayo Unit and Roxboro Unit No. 4 (as such terms are defined in the Project Power Sales Agreement; such ownership interests, collectively, the "Joint Facilities"); and

WHEREAS, Power Agency has entered into an Asset Purchase Agreement (as the same may be supplemented and amended, the "APA") with Duke Energy Progress, Inc. (including successors and permitted assigns, "DEP"), dated as of September 5, 2014, pursuant to which Power Agency has agreed to sell and transfer the Joint Facilities to DEP, and, in connection

therewith, Power Agency and the Member have agreed to terminate the Project Power Sales Agreement and the Supplemental Power Sales Agreement; and

WHEREAS, after the termination of the Project Power Sales Agreement and the Supplemental Power Sales Agreement, the Member will have a need for an economical and reliable source of electric power and energy to meet the current and future demands of its customers and has determined to purchase such electric power and energy from resources owned, controlled, or purchased by Power Agency; and

WHEREAS, Power Agency has entered into a Full Requirements Power Purchase Agreement (as the same may be supplemented and amended, the "Full Requirements Power Purchase Agreement") with DEPwith Duke Energy Progress, LLC (including successors and permitted assigns, "DEP"), dated as of September 5, 2014, as amended and restated effective as of December 10, 2014, August 1, 2015, June 1, 2017, July 1, 2017, November 1, 2018, June 1, 2020, January 1, 2021, October 1, 2021, and March 1, 2022 (as amended and restated, the "Original FRPPA"), pursuant to which Power Agency willagreed to purchase from DEP and DEP willagreed to sell to Power Agency firm capacity and energy in the amounts required by Power Agency to reliably serve the then current and future electrical loads of itsPower Agency's Members; and

WHEREAS, Power Agency and DEP agreed to replace the Original FRPPA with the Tenth Amended and Restated Full Requirements Power Purchase Agreement, executed as of June 27, 2023 to be effective as of January 1, 2023 (the "FRPPA"), pursuant to which Power Agency has agreed to purchase from DEP and DEP has agreed to sell to Power Agency full requirements capacity and energy to serve Power Agency's Native Load (as defined therein); and

WHEREAS, certain defined terms in the Original FRPPA have been amended by the FRPPA and, as a result thereof, Power Agency and the Member desire to amend and restate the FRPSA to give effect to the amended defined terms set forth in the FRPPA; and

WHEREAS, on September 22, 2023, the Board of Directors of Power Agency adopted a resolution pursuant to which it approved this Amended and Restated Full Requirements Power Sales Agreement and directed that it be submitted to the Members for approval; and

WHEREAS, the governing board of the Member has authorized the execution and delivery of this Amended and Restated Full Requirements Power Sales Agreement; and

WHEREAS, Power Agency is a party to the Network Integration Transmission Service Agreement (the "NITSA") and the Network Operating Agreement (the "NOA") Between Duke Energy Progress, Inc. and North Carolina Eastern Municipal Power Agency, as amended by DEP from time to time, on file with the Federal Energy Regulatory Commission as OATT Service Agreement No. 268 of Duke Energy Progress, Inc., a copy of which is attached to this Agreement as Exhibit A; and

WHEREAS, Power Agency is a party to an Agreement for Transmission Use and Other Electric Service (the "Dominion NCP Transmission Agreement") with Dominion North Carolina Power (formerly Virginia Electric and Power Company) ("Dominion NCP"), dated as of July 30,

1981, with respect to (i) arrangements for the transmission of electric energy from points of interconnection of the DEP and Dominion NCP electric systems; and (ii) other related matters; and

WHEREAS, Power Agency proposes to sell, and the Member proposes to purchase, Full Requirements Bulk Power Supply (as defined herein) pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties hereto mutually agree as follows:

# SECTION 1. Definitions.

SECTION 1. <u>Definitions</u>. The singular of any term defined in this Agreement shall encompass the plural, and the plural the singular, unless the context clearly indicates otherwise or may otherwise require.

(a) "Affiliate" of any Person means any other Person directly or indirectly Controlling, directly or indirectly Controlled by or under direct or indirect common Control with such Person.

# (b) "APA" has the meaning assigned in the preambles to this Agreement.

- (b) (e) "Bond Resolution" means the resolution adopted by Power Agency, as the same may be amended or supplemented from time to time pursuant to the terms thereof, pursuant to which the Bonds are issued. A proposed form of Bond Resolution dated April 24, 2015, has been delivered to the Member, and said resolution as adopted, insofar as is reasonably material to the Member's obligations under this Agreement, shall be substantially the same as such proposed form but with such changes as may be determined by Power Agency to be necessary or appropriate. Subsequent amendments to the Bond Resolution may be made without the approval of the Member if made pursuant to the terms of the Bond Resolution.
- (c) (d) "Bonds" means Bonds (as such term is defined in the Bond Resolution) issued from time to time pursuant to and under the authority of the Bond Resolution (i) to pay Balance of Defeasance Costs (as such term is defined in the Debt Service Support Contract), and (ii) to refund Bonds, Notes (as such term is defined in the Debt Service Support Contract) or Subordinated Debt (as such term is defined in the Debt Service Support Contract) theretofore issued and outstanding as authorized by Section 8 of the Debt Service Support Contract.
- (d) (e)-"Contract Year" means the 12-month period commencing January 1 of each year during the term of this Agreement and ending midnight local time on the December 31 next following (or such other 12-month period as Power Agency shall determine); provided, however, that the first Contract Year shall commence, with respect to Full Requirements Bulk Power Supply, on the day immediately following the Effective Date; and provided further, however, that the last Contract Year shall end at midnight local time on the date of termination of this Agreement as provided in Section 2 herein.
- (e) (f)-"Control" of any Person means the possession, directly or indirectly, of the power either to (a) vote more than fifty percent (50%) of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such Person

- or (b) direct or cause the direction of management or policies of such Person, whether through the ownership of voting securities or interests, by contract or otherwise.
- (f) (g) "Customer Generation Resource" means any generating unit having a nameplate capacity rating of 95 kW or more that is owned (i) by a retail or or an Energy Injection Device, including any Energy Injection Device owned by Power Agency, that is installed behind (i) a member's retail customer meter, (ii) a Member's wholesale customer of a Membermeter, or (iii) the meter of a retail customer of a wholesale customer of a Member and is used to serve load at the site of the load; or (ii) by a Member and is installed at a customer location for the benefit of the customer.
- (g) (h) "Debt Service Support Contract" means the Debt Service Support Contract, dated as of the date hereof, entered into between Power Agency and the Members, as the same may be supplemented and amended from time to time.
- (h) (i) "Delivery Point" means the point on the DEP Transmission System where the delivery of power to the Member is measured in accordance with the NITSA and NOA, at which point the delivery of electric power to the Member is measured for billing purposes under this Agreement.
- (i) "Dominion NCP Transmission Agreement" has the meaning assigned in the preambles to this Agreement.
- (j) (k) "Economic Development Generation Resource" means any generating unit owned by Power Agency, a Member, or a retail or wholesale customer of a Member, or a retail customer of a wholesale customer of a Member, in each ease or Energy Injection Device that is installed for the purpose of retaining the load of an existing customer or attracting the load of a new customer served or to be served by a Member and that is used to serve load at the site of the generating unit or Energy Injection Device consistent with Section 4.3 of the FRPPA.
- (k) "Edenton Generators" means the two (2) 1,250 kW generators owned and operated by the Town of Edenton that are located on Tower Drive, Edenton, North Carolina.
- (I) (m) "Effective Date" means the date on which the closing of the transactions contemplated by the APA takes place January 1, 2023.
- (m) "Electric System" means all properties and assets, real and personal and tangible and intangible, of the Member now or hereafter existing, used for or pertaining to the generation, transmission, transformation, distribution and sale of electric power and energy or general plant associated therewith, including all renewals, replacements, additions, extensions, expansions, improvements and betterments thereto and equippings thereof.
- (n) (o) "Elizabeth City Generators" means the four (4) 1,750 kW generators owned and operated by the City of Elizabeth City that are located at 410 Pritchard Street, Elizabeth City, North Carolina.

- (o) "Energy Injection Device" means battery storage, or any other current or future technologies that withdraw, store, and reinject energy into the electrical system that have a maximum capable injection capacity of 95 kW or more.
- (p) "Full Requirements Bulk Power Supply" means, with respect to the Member, all electric power and energy required by the Member at its Delivery Point(s)¹, exclusive of any purchases of power and energy by the Member from the Southeastern Power Administration ("SEPA"), if any, and, as applicable, exclusive of the output of Customer GenerationResources, Member GenerationResources, Economic Development GenerationResources, the Edenton Generators and the Elizabeth City Generators. Full Requirements Bulk Power Supply shall include all transmission service to deliver Full Requirements Bulk Power Supply to the Member's Delivery Point(s), power and energy purchases made by Power Agency pursuant to the Full Requirements Power Purchase Agreement, power and energy supplied by NCEMPA Generation, and power and energy derived by Power Agency from any resource used to replace power and energy purchases under the Full Requirements Power Purchase Agreement (i) following the exercise by Power Agency of an early termination option set forth in the Full Requirements Power Purchase Agreement, or (ii) in connection with a PURPA Qualifying Resource Facility owned by Power Agency.
- "Full Requirements Power Costs" for any period means all costs associated with or (q) incidental to Full Requirements Bulk Power Supply for such period. In addition to the costs associated with or incidental to Full Requirements Bulk Power Supply, Full Requirements Power Costs also shall include, without limitation (i) Power Agency's general and administrative overhead costs allocated to Power Agency's activities related to its provisions of Full Requirements Bulk Power Supply, (ii) working capital deemed necessary by Power Agency, (iii) costs and expenses relating to the acquisition, construction, maintenance and operation of an administrative building or office, including land therefor, together with any administrative equipment and facilities, which may be owned alone or together with any other joint agency or agencies, joint municipal assistance agencies, municipalities, corporations, associations or Persons under such terms and provisions for sharing costs and otherwise as may be determined by Power Agency, (iv) costs associated with Power Agency management and other services provided to Members, including, but not limited to, costs associated with compliance with renewable energy requirements or mandatory electric reliability standards, (v) amounts necessary for the payment of the principal of and premium, if any, and interest on any bonds, notes (including notes issued in anticipation of the issuance of bonds), certificates, warrants or other evidences of indebtedness, including commercial paper, issued for Full Requirements Power Costs (collectively, "Full Requirements Power Debt"), which Full Requirements Power Debt shall be payable from all or any amounts received under the Full Requirements Power Sales Agreements, as determined by Power Agency, after giving effect to the provisions of Section 6(d) thereof, as payments from the Members of Full Requirements Power Costs, and (vi) all costs and expenses relating to the issuance, security and payment of Full Requirements Power Debt, including without limitation costs and expenses associated with insurance contracts, agreements for lines of credit, letters of credit, commitments to purchase Full Requirements Power Debt, depositaries for safekeeping and agents for delivery and payment.

<sup>&</sup>lt;sup>1</sup> Including any load met by NCEMPA Generation that is interconnected with the Member's Electric System.

- (r) "Full Requirements Power Purchase Agreement" has the meaning assigned in the preambles to this Agreement.
- (s) "Full Requirements Power Sales Agreement" means this Agreement and all other Agreements substantially identical to this Agreement entered into by Power Agency and the Members with respect to the purchase and sale of Full Requirements Bulk Power Supply, as the same may be supplemented or amended from time to time.
- (t) "Guidelines Concerning Load-side Generation Distributed Resources" means the Guidelines Concerning Load-side Generation Distributed Resources, originally approved and adopted as Guidelines Concerning Load-Side Generation by the North Carolina Eastern Municipal Power Agency Board of Commissioners on June 23, 1993 and revised by the Board of Directors of Power Agency on November 16, 2012, January 27, 2017 and January 26, 2018, as supplemented and amended, including, but not limited to, as supplemented and amended on November 16July 28, 2012 2023.
- (u) "Hourly Demand" means, in each hour, the aggregate load of Power Agency's Members for which there is in effect a Full Requirements Power Sales Agreement, determined by summing the metered 60-minute demands of the Members (integrated metered kilowatt load, compensated where applicable, in accordance with the NITSA and NOA and Dominion NCP Transmission Agreement, to reflect losses from the meter location back to the Delivery Point), adjusted to include the output of PURPA Qualifying Resources Facilities in each clock hour in accordance with Section 4.4.2 of the Full Requirements Power Purchase Agreement, and adjusted further to include line losses over the DEP transmission system.
- (v) "Interruptible Load", as used in the Guidelines Concerning Distributed Resources, means the load of any retail customer of a Member that is not a residential customer that such customer may elect to interrupt, curtail, or otherwise reduce, either on its own or at the request or direction of Power Agency or a Member.
- (w) "Late Payment Interest Rate" means, for any month, the prime rate being charged by Bank of America, N.A., or its successor, or by any other major bank selected by Power Agency in its sole discretion, on the first day of such month, plus one percentage point, divided by twelve, expressed in percentage points, to the nearest hundredth, but not in excess of the rate permitted by applicable North Carolina law.
- (x) (w) "Members" means those entities which enter into Full Requirements Power Sales Agreements with Power Agency substantially identical to this Agreement.
- (y) "Member GenerationResource" means any generating unit (other than the Edenton Generators and Elizabeth City Generators) owned by a Member having a nameplate capacity of 95kW95 kW or more, that is used to serve load at the site of the load, except for any such generating unit owned by a Member that is installed at the Member's customer's location for the benefit of the customer. or Energy Injection Device, including any Energy Injection Device owned by Power Agency, that is directly connected to the electric system behind the Duke-owned wholesale revenue meter of a Member.

- (z) (y) "Member's Share" has the meaning assigned in the Debt Service Support Contract.
- (aa) (z) "Monthly Bill" means the written statement prepared monthly by Power Agency and provided to the Member pursuant to Section 5 herein.
- (bb) (aa) "Monthly Support Costs" has the meaning assigned in the Debt Service Support Contract.
- (cc) (bb) "NCEMPA Generation" means any generating unit owned by Power Agency having a nameplate capacity rating of 95 kW or more (but not more than 2,000 kW) that is connected directly to the electric distribution—system behind the Duke-owned wholesale meter of a Member, such that the output of such unit is thereby excluded from Power Agency's Hourly Demand.
- (dd) (cc) "NITSA" has the meaning assigned in the preambles to this Agreement.
- (ee) (dd) "NOA" has the meaning assigned in the preambles to this Agreement.
- (ee) "Outstanding Prior Bonds" means bonds issued by Power Agency pursuant to, and outstanding under, the Prior Bond Resolution.
- (ff) "Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, limited liability company, unincorporated organization, governmental authority or any other form of legal entity.
- (gg) "Policy Guidelines for Leased Facilities Charges" means the Policy Guidelines For Leased Facilities Charges approved and adopted by the Board of Directors of Power Agency, as revised, supplemented and amended, including, but not limited to, as supplemented and amended on April 23, 2004.
  - (hh) "Prior Bond Resolution" means Resolution R 2-81, adopted by Power Agency on April 1, 1982, as amended and supplemented thereafter.
- (hh) (ii) "Prudent Utility Practice" means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Prudent Utility Practices are not intended to be limited to the optimum practices, methods, or acts to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the electric utility industry. In evaluating whether any matter conforms to Prudent Utility Practice as used in this Agreement, the parties hereto shall take into account (i) the fact that Power Agency and each Member is a public body and a body corporate and politic organized under the laws of the State of North Carolina, with the statutory duties and responsibilities thereof, and (ii) the objectives to integrate Full Requirements Bulk Power Supply with the other resources of the Members, including, but not limited to, Qualified Generation Resources owned by Power Agency, its Members and its Members' customers, SEPA Purchases and other PURPA Qualifying Resources Facilities to

achieve optimum utilization of the resources and achieve efficient and economical operation of each system.

- (ii) "PURPA Qualifying Resource Facility" means a resource derived from a generating facility that is a "small power production facility" or "cogeneration facility" that, in each case, meets the requirements of Sections 292.203(a) and 292.203(b) of Title 18 of the Code of Federal Regulations and that has satisfied the procedures for obtaining Qualifying Facility status under Section 292.207 of Title 18 of the Code of Federal Regulations.
- (jj) (kk) "Qualified Generation" means Member Generation, Customer Generation Resources", as used in the Guidelines Concerning Distributed Resources consists of Member Resources, Customer Resources, and NCEMPA Generation.
- (kk) (II) "Renewable Energy Development and Service Agreement" means the Renewable Energy Development and Service Agreement between Power Agency and each of its members dated as of May 26, 2009, as the same may be supplemented and amended.
- (II) "Revenues" means all income, rents, rates, fees, charges, receipts, profits and other moneys or monetary benefits derived by the Member directly or indirectly from the ownership or operation of its Electric System and the sale, furnishing or supplying of capacity or output and power and energy therefrom, including, without limiting the generality of the foregoing, (i) all income, rents, rates, fees, charges receipts, profits or other moneys derived from the sale, furnishing or supplying of the electric power and energy and other services' facilities and commodities sold, furnished or supplied the facilities of the Electric System, (ii) the earnings on and income derived from the investment of such income, rents, rates, fees, charges, receipts, profits or other moneys to the extent that the use of such earnings and income is limited by or pursuant to law to the Electric System and (iii) the proceeds derived by the Member directly or indirectly from the sale, lease or other disposition of a part of the Electric System, but the term "Revenues" shall not include retail customers' deposits or any other deposits subject to refund until such deposits have become the property of the Member and shall not include any refunds associated with electric service by a Member prior to the Effective Date.
- (mm) (nn) "SEPA Purchases" means the aggregate sum of capacity and energy that some or all of Power Agency's Members receive as preference customers, through the U.S. Department of Energy Southeastern Power Administration ("SEPA"), pursuant to contracts entered into between the United States of America and such Members pursuant to the Flood Control Act of 1944 or similar or superseding Federal law.
- (nn) (oo) "Telemetry and Metering System Services Agreement" means the Telemetry and Metering System Services Agreement between DEP (formerly Carolina Power & Light Company) and Power Agency dated as of August 7, 1998, and January 1, 2020, and as supplemented from time to time.
- (oo) (pp) "Total Annual Budget" means the budget adopted by Power Agency pursuant to Section 5 of this Agreement.

SECTION 2. Term of Agreement.

SECTION 2. <u>Term of Agreement</u>. This Agreement shall be effective as of the Effective Date. Power Agency shall notify the Member of the Effective Date as soon as practical thereafter.

The term of this Agreement shall expire at midnight local time on December 31, 2043; provided, however, that this Agreement may be terminated by the Member effective at midnight local time on December 31, 2035, upon written notice to Power Agency (i) not later than July 31, 2027, or (ii) not later than March 31, 2031; provided, however, if the number of Members giving notice to terminate pursuant to clause (ii) of Section 2 of such Members' Full Requirements Power Sales Agreements would cause Power Agency's 12-month average Monthly Coincident Billing Demands (as such term is defined in the Full Requirements Power Purchase Agreement) to be reduced by more than 700 megawatts, as determined by Power Agency based on Power Agency's actual Monthly Coincident Billing Demands during Calendar Year 2030, Power Agency shall give written notice, not later than July 31, 2031, of such fact to all Members from whom Power Agency has received such notice to terminate, together with Power Agency's best estimate of the costs Power Agency expects to incur under the Full Requirements Power Purchase Agreement as a result of a reduction in its 12-month average Monthly Coincident Billing Demands exceeding 700 megawatts, and any such Member who has given such notice to terminate thereafter may rescind such notice to terminate by written notice to Power Agency not later than September 30, 2031. In the event Power Agency determines that the number of Members giving notice to terminate pursuant to clause (ii) of Section 2 of such Members' Full Requirements Power Sales Agreements would cause Power Agency's 12-month average Monthly Coincident Billing Demands to be reduced by more than 700 megawatts, Power Agency shall use its reasonable best efforts to engage in negotiations (in which the Member may participate) with DEP to permit all Members who have given such notice to terminate to terminate their Full Requirements Power Sales Agreements without any financial costs to Power Agency. Notwithstanding the foregoing, any costs incurred by Power Agency pursuant to the Full Requirements Power Purchase Agreement if the final number of Members giving notice to terminate pursuant to clause (ii) of this Section 2 causes Power Agency's 12-month average Monthly Coincident Billing Demands to be reduced by more than 700 megawatts shall be borne by such terminating Members on a pro rata basis, as determined by Power Agency using Power Agency's actual Monthly Coincident Billing Demands during Calendar Year 2030. This Agreement may be terminated by Power Agency as provided in Section 7(b) of this Agreement.

(a) Notwithstanding the foregoing, the expiration or termination of this Agreement shall not affect any accrued liability or obligation hereunder. This Agreement shall not be subject to termination by either party under any circumstances, whether based upon the default of any other party under this Agreement or any other instrument or otherwise, except as specifically provided in this Agreement.

# SECTION 3. Sale and Purchase of Full Requirements Bulk Power Supply.

(a) Commencing with the first day of the first Contract Year, Power Agency shall provide or cause to be provided and sell, and the Member shall purchase from Power Agency, the Full Requirements Bulk Power Supply requirements of the Member. Power Agency will be responsible in accordance with the provisions of this Agreement for planning, negotiating, designing, financing, acquiring or constructing, contracting for, administering, operating, and maintaining all generation and transmission arrangements and facilities and power purchases

necessary to effect the delivery and sale of Full Requirements Bulk Power Supply to the Member during the term of this Agreement. In furtherance of Power Agency's obligations to sell and the Member's obligations to purchase hereunder, Full Requirements Bulk Power Supply shall initially be sold and purchased pursuant to the provisions of this Agreement (i.e., on a take and pay basis to the extent delivered or provided).

- Full Requirements Bulk Power Supply shall be obtained or furnished and delivered or caused to be delivered by Power Agency in the manner it determines to be most economical, dependable, and otherwise feasible. Initially, Full Requirements Bulk Power Supply shall be obtained and furnished to all Members in accordance with the Full Requirements Power Purchase Agreement and the NITSA and NOA. If Power Agency exercises one or more of its early termination options set forth in the Full Requirements Power Purchase Agreement, Power Agency may provide for Full Requirements Bulk Power Supply by any additional or alternative means it determines to be most economical, dependable, and otherwise feasible, including, but not limited to, one or more of the following methods: (1) purchase by Power Agency of power generated by one or more other power suppliers and transmission thereof over the facilities of one or more other power suppliers, either solely or in combination with transmission facilities owned by Power Agency or as to which Power Agency has the right of use, if any; (2) acquisition or construction by Power Agency of generation or transmission facilities or any project supplying a portion of Full Requirements Bulk Power Supply; (3) acquisition or construction by Power Agency of such additional generation facilities and transmission of the power and energy generated thereby over the facilities of one or more other power suppliers, either solely or in combination with transmission facilities owned by Power Agency or as to which Power Agency has the right of use, if any; or (4) generation, transmission and delivery by one or more other power suppliers, pursuant to a contract arrangement therefor obtained or approved by, or assigned to, Power Agency for and on behalf of Member or the Members as its agent for that purpose. In the event that any such method or any combination of such methods is such that the Member makes payment for any part of such power supply service directly to one or more other power suppliers, such payments shall nevertheless be accounted for as though the same were paid by Power Agency, and the Member shall be granted a credit with respect to Power Agency's rates and charges to the Member with respect to the same billing period, accordingly.
- (c) From and after the Effective Date, neither Power Agency nor the Member shall enter into any new contract or permit any then or thereafter existing contract to be renewed or extended (regardless of the manner in which such renewal or extension may be effectuated, including failure of a party thereto timely to cancel and terminate the same upon any anniversary date when such is possible) or enter into any amendment to or modification to such a contract, with any other bulk power supplier which shall preclude or impair the ability of Power Agency or the Member to exercise and perform its rights and obligations under this Agreement.
- (d) Power Agency, for the purpose of carrying out its rights and obligations under this Agreement, shall be, and the Member hereby designates and appoints Power Agency as, the Member's sole agent to the fullest legal extent that such agency may be established for such purposes.

From and after the effective date of any termination of this Agreement pursuant to Section 7(b) of this Agreement, the Member shall be solely responsible for providing its Full Requirements Bulk Power Supply to the Member's Delivery Point(s); provided, however, that such Member shall be obligated to Power Agency under this Agreement for any costs incurred by Power Agency pursuant to any agreements with a bulk power supplier associated with the delivery to the Member's Delivery Point(s) of Full Requirements Bulk Power Supply or any delivery facilities, and any other cost not included in the costs payable by the Member under any other agreement with Power Agency, including, but not limited to: wheeling charges, leased facilities charges; costs of administration, operation, maintenance, renewals, replacements, or capital additions required for the Member's Delivery Point(s); costs associated with delivery facilities, protection stations, metering, transmission extensions, capacitors, reactive charges, changes in DEP-owned equipment, or loss due to early retirement of delivery facilities and all such similar costs incurred by Power Agency with respect to the Member or otherwise. Following such a termination, the Member shall be entitled to purchase the balance of its Full Requirements Bulk Power Supply requirements from Power Agency only if Power Agency and the Member shall enter into a new power sales agreement, containing such additional or different terms and conditions, if any, as Power Agency may reasonably require.

# SECTION 4. Rates and Charges; Surplus Moneys.

(a)—Power Agency shall establish appropriate rates and charges for Full Requirements Bulk Power Supply for the Members sufficient at all times to pay all costs and expenses incurred by Power Agency and reserves deemed necessary therefor by Power Agency, including reserves for the payment of such costs and expenses in future periods (including future Contract Years) and taking into account withdrawals of such reserves established in previous periods, all with respect to Full Requirements Bulk Power Supply, and shall establish appropriate rates and charges for special obligations as set forth in the Monthly Bill as provided in Section 5 of this Agreement. Such rates and charges shall be sufficient at all times to permit the payment of all Monthly Support Costs and of all Full Requirements Power Costs of Power Agency and shall at all times be consistent with the provisions of the NITSA and NOA, the Dominion NCP Transmission Agreement, the Renewable Energy Development and Service Agreement and the policies and guidelines established from time to time by Power Agency, including, but not limited to, Policy Guidelines for Leased Facilities Charges, Guidelines Concerning Load-side Generation Distributed Resources, and policies regarding any compliance responsibilities associated with mandatory electric reliability standards applicable to the Members.

Power Agency shall furnish to the Members the basis for changes in rates and charges for Full Requirements Bulk Power Supply made pursuant to the provisions of Section 6(a) of this Agreement.

(b) If, following the retirement or defeasance of all Outstanding Prior Bonds under and pursuant to the Prior Bond Resolution and the final payment of all Pre-Closing Costs (defined below), any moneys remain on deposit in any fund or account established by or pursuant to the Prior Bond Resolution or any other fund or account established by Power Agency, which moneys are no longer required for the purposes of such funds and accounts, for the retirement or defeasance of Outstanding Prior Bonds or for the payment of Pre-Closing Costs, such surplus moneys may be applied by Power Agency to any purpose permitted by this Agreement or by the Debt Service Support Contract, including, but not limited to, working capital or other reserves.\_"Pre-Closing

Costs" means all charges, costs and expenses payable by Power Agency subsequent to the Effective Date associated with the ownership and operation of the Joint Facilities.

SECTION 5. Total Annual Budget and Monthly Bills; Payments by the Member.

- (a) Not less than thirty (30) days prior to each Contract Year, Power Agency shall provide to the Member a proposed annual budget for the ensuing Contract Year with respect to amounts to be paid under this Agreement, and thereafter shall hold a public hearing on such proposed annual budget and shall provide to the Member a Total Annual Budget for the Contract Year. During each Contract Year, Power Agency shall review at least quarterly, and at such other times as Power Agency deems desirable, the Total Annual Budget for the Contract Year. In the event such review indicates that the Total Annual Budget does not or will not substantially correspond with actual receipts and expenditures, or if at any time during such Contract Year there are or are expected to be extraordinary receipts, credits, or costs substantially affecting the Monthly Support Costs or Full Requirements Power Costs, Power Agency shall adopt and provide to the Member an amended Total Annual Budget, which shall supersede, for the remainder of such Contract Year, the Total Annual Budget or amended Total Annual Budget theretofore provided as the basis for the determination of Monthly Support Costs and Full Requirements Power Costs. The Total Annual Budget under this Agreement shall include, as a component thereof, any budget required to be provided the Member under the Member's Debt Service Support Contract.
- (b) On or before the fifth (5th) day of each month of each Contract Year (beginning with the first full month of the Contract Year), or such other date not later than the tenth (10<sup>th</sup>) day of such month as Power Agency shall establish from time to time, Power Agency shall prepare, date, and on such date provide to the Member a Monthly Bill separately showing (i) the amount of power and energy of Full Requirements Bulk Power Supply delivered to the Member in the preceding calendar month at the Delivery Point(s) and the total amount payable by the Member therefor at Power Agency's applicable Full Requirements Bulk Power Supply rates and charges; (ii) the amount payable by the Member under the Monthly Bill pursuant to the Debt Service Support Contract for the next succeeding month for its Member's Share of Monthly Support Costs; (iii) the amount payable by the Member for special obligations, which shall be for leased facilities charges, delivery facilities costs, any back end costs or liabilities or any charges payable by the Member for services or facilities other than for the provisions of Full Requirements Bulk Power Supply for the preceding month, and (iv) any costs or charges payable by the Member associated with the Agreement for Transmission Use and Other Electric Service.
- (c) The amounts shown in the Monthly Bill to be paid to Power Agency by the Member shall be due and payable ten (10) days after the date of the Monthly Bill, and any amounts due and not paid by the Member within fifteen (15) days after the date of the Monthly Bill shall accrue a late payment charge computed at the Late Payment Interest Rate. Remittances received by mail will be accepted without assessment of a late payment charge, provided that the postmark of the United States Postal Service clearly indicates that the payment was mailed on or before such fifteenth (15th) day. Remittances due in a month transmitted by wire transfer will be accepted without assessment of a late payment charge if received on or before the twenty-fifth (25th) day of such month.
- (d) All monies received by Power Agency as payment from the Member of any Monthly Bill (whether in full or partial payment thereof) shall be applied by Power Agency <u>pro</u> <u>rata</u> to the

separate monthly charges shown on the Monthly Bill in the ratio that each separate charge as set forth in Sections 5(b)(i) through 5(b)(iv) of this Agreement bears to the total Monthly Bill rendered, and the resulting amounts shall be credited to the appropriate accounts on the books of Power Agency. The Member understands and agrees that a failure by the Member to pay in full its obligations under this Agreement and under its Debt Service Support Contract may result in an event of default under this Agreement and under its Debt Service Support

(e) In each Contract Year, the Member shall pay to Power Agency the Member's Share of Monthly Support Costs for such Contract Year. The Member shall be obligated to make such payments unconditionally and without offset, counterclaim or other reduction, whether or not all or any portion of Full Requirements Bulk Power Supply is delivered to the Member pursuant to Section 3 of this Agreement or this Agreement expires or is terminated in whole or in part. Such payments shall be made and shall not be conditioned upon the performance or non-performance by Power Agency or any other Member under this or any other agreement or instrument. The remedies for any such non-performance by Power Agency shall be limited to those provided by Sections 7(d) and 7(e) of this Agreement.

(f) In the event of any dispute as to any portion of any Monthly Bill, the Member shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to Power Agency within sixty (60) days following the date on which such payment is due. Such notice shall identify the disputed bill, state the amount in dispute, and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. Power Agency shall give consideration to such dispute and shall advise the Member with regard to its position relative thereto within thirty (30) days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication, or otherwise) of the correct amount, an appropriate adjustment shall be made on the Monthly Bill next submitted to the Member after as such determination, together with interest computed at the Late Payment Interest Rate.

# SECTION 6. Rate Review and Payment Sources.

(a) Power Agency, at such intervals as it shall deem appropriate, but in any event not less frequently than once each Contract Year, shall review its rates and charges and, if necessary, shall revise such rates and charges so that the revenues collected hereunder shall be at least sufficient to comply with the provisions of Section 4 of this Agreement. In making revisions to rates and charges, Power Agency shall comply with the provisions of Chapter 159B, including, but not limited to, the provisions of §159B-10(b), if applicable, and §159B-16.1(b). Power Agency shall cause a notice in writing to be given to the Member and the other Members which shall set out all the proposed revisions of the rates and the date upon which such revised rates shall become effective. The effective date shall not be less than forty (40) days after the date of Agreement, and shall set forth the basis upon which the rates are proposed to be adjusted and Agreement, and shall set forth the basis upon which the rates are proposed to be adjusted and established. Monthly changes in amounts billed pursuant to automatic adjustment clauses established in the rates and charges shall not require, notice, but changes in such clauses shall be subject to the foregoing notice provisions.

- (b) The obligations of the Member to make payments under Section 5 of this Agreement for its Full Requirements Bulk Power Supply shall be an operating expense of its Electric System.
- The Member shall not be required to make any payments to Power Agency under this Agreement except from the Revenues of its Electric System. The Member covenants and agrees that it will fix, charge, and collect rents, rates, fees, and charges for electric power and energy and other services, facilities, and commodities sold, furnished, or supplied through the facilities of its Electric System at least sufficient to provide Revenues adequate to meet its obligations under this Agreement, any additional contract relating to supplying Full Requirements Bulk Power Supply by and between Power Agency and the Member and its Debt Service Support Contract, and to pay any and all other amounts payable from or constituting a charge and lien upon such Revenues, including, but not limited to, amounts sufficient to pay the principal of and interest on all general obligation bonds (if also payable from Revenues) and revenue bonds heretofore or hereafter issued by the Member to finance its Electric System. Notwithstanding the foregoing, nothing set forth in this Agreement shall be construed to limit, constrain or affect in any way the legal rights and authority of the Member to design, set and implement rates, fees and charges for electric power and energy and other services to its retail and wholesale customers through the operation of the Member's duly authorized rate setting process so long as the Member's rates, fees and charges for electric power and energy and other services fully meet and comply with the Member's obligations set forth in this Section 6(c).
- (d) The Member shall take no action the effect of which would be to prevent, hinder, or delay Power Agency from the timely fulfillment of its obligations under this Agreement, the Full Requirements Power Purchase Agreement, the NITSA and NOA, the Agreement for Transmission Use and Other Electric Service, the Bond Resolution, and the Bonds or other securities or evidences of indebtedness issued to provide the amounts due and payable between Power Agency and the Member relating to delivery facilities, or any other agreement entered into between Power Agency and any Member.

# SECTION 7. Obligations in the Event of Default.

- (a) Upon failure of the Member to make any payment in full when due under this Agreement or to perform any obligation herein, Power Agency shall make demand upon the Member for payment or performance, and if said failure is not cured within fifteen (15) days from the date of such demand, it shall constitute a default under this Agreement at the expiration of such period, and notice of such default shall forthwith be given to the Member. Notice of such demand, and the default if it occurs, shall be provided to the other Members by Power Agency.
- (b) If the Member shall fail to pay any amounts due to Power Agency under this Agreement, or to perform any other obligation hereunder which failure constitutes a default under this Agreement, Power Agency may terminate this Agreement. In either such event, Power Agency shall forthwith notify such Member of such termination. Notice of such termination shall be given to the other Members of Power Agency. Except for such termination, the obligations of the Member under this Agreement shall continue in full force and effect. For purposes of applying the other provisions of this section, such termination shall be considered to be a default under this Agreement.

- (c) Any waiver at any time by either party to this Agreement of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with such Agreement, shall not be considered a waiver with respect to any subsequent default, right, or matter.
- (d) In the event of any default by Power Agency under any covenant, agreement, or obligation of this Agreement, the Member may, upon fifteen (15) days' prior written notice, bring any suit, action, or proceeding in law or in equity, including mandamus and injunction, as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this Agreement against Power Agency.
- (e) No remedy conferred upon or reserved to the parties hereto is intended to be exclusive of any other remedy or remedies available hereunder or now or hereafter existing at law, in equity, or by statute or otherwise, but each and every such remedy shall be cumulative and shall be in addition to every other such remedy. The pursuit by either party of any specific remedy shall not be deemed to be an election of that remedy to the exclusion of any other or others, whether provided hereunder or by law, equity, or statute. Any delay by either party in the exercise of any remedy with respect to any matter arising in connection with this Agreement shall not constitute a waiver by such party of any right to later exercise such remedy with respect to the same or any other matter arising in connection with this Agreement.

# SECTION 8. Deliveries; Delivery Facility Costs; Load Forecasts; System Reliability.

- (a) Full Requirements Bulk Power Supply shall be delivered to the high voltage side of the Member's Delivery Point(s).
- In addition to the rates and charges for Full Requirements Bulk Power Supply, the Member, to the extent applicable, shall be responsible to Power Agency for all costs of delivery facilities, Power Agency's payments to DEP for Protection Station costs, leased facilities charges, net loss in salvage (as defined in the NITSA and NOA) of delivery facilities, capacitor costs and charges for reactive power, all pursuant to the NITSA and NOA, all such similar costs incurred by Power Agency pursuant to the Dominion NCP Transmission Agreement, if applicable, and all other charges incurred by Power Agency at the request or on behalf of the Member in accordance with Power Agency's established policies and guidelines. The Member shall fulfill such cost responsibility by: (i) payment to Power Agency of any costs to Power Agency relating to delivery of Full Requirements Bulk Power Supply to the Member's Delivery Point(s) and not included in the rates and charges of Power Agency for delivery of Full Requirements Bulk Power Supply, including, but not limited to, leased facilities charges; (ii) payment of any and all costs of ownership, operation, maintenance, renewals, replacements, and additions to delivery facilities owned by Power Agency but required to deliver Full Requirements Bulk Power Supply to the Member pursuant to a Delivery Facility Use Agreement between Power Agency and the Member; (iii) payment of any and all costs of operation and maintenance, exclusive of renewals, replacements, and additions of delivery facilities owned by the Member and operated by Power Agency pursuant to a Delivery Facility Operating and Maintenance Agreement; and (iv) payment by any combination of the foregoing. Leased facilities charges for Members connected to the DEP and Dominion NCP transmission systems

will be calculated in accordance with Power Agency's Policy Guidelines for Leased Facilities Charges, as established and amended from time to time by Power Agency.

- Delivery Point data sheets shall be completed for each Delivery Point. No revisions or modifications (other than necessary maintenance) of the delivery facilities for Members shall be undertaken for the purpose of modifying the characteristics of delivery from transmission facilities of DEP or Dominion NCP, as applicable, and/or of Power Agency set out on the Delivery Point data sheets unless prior agreement is obtained from Power Agency and DEP or Dominion NCP, as applicable, and revised Delivery Point Data Sheet(s) are first executed. Power Agency and each Member shall agree on the amount of firm capacity required at each such Delivery Point, taking into account the firm load expected to be served at such Delivery Point(s). A reasonable allowance will be included if growth is anticipated. A Member shall not place loads on Delivery Point(s) in excess of the firm capacity amount(s) so agreed to and recorded on the Delivery Point Data Sheet(s) without Power Agency and the Member first negotiating a new Delivery Point Data Sheet. Pursuant to the NITSA and NOA, DEP has agreed with Power Agency that it shall not unreasonably withhold its agreement for an increase in the firm capacity amount. The Agreement for Transmission Use and Other Electric Service also includes provisions for modifications to existing Delivery Points. Delivery Points will be established and/or modified in accordance with the terms and conditions of the NITSA and NOA or the Dominion NCP Transmission Agreement and the Procedure for Establishing New Delivery Points adopted by Power Agency in accordance with the requirements of NERC Reliability Standard FAC-002-0, as each may be amended from time to time.
- (d) Should a Member request more capacity at a Delivery Point than is reasonably necessary to serve the continuous load at that point for the purpose of switching load between Delivery Points, such capability will be provided by DEP pursuant to the NITSA and NOA. If additional transmission or other facilities are required, and payment by Power Agency of a leased facilities charge to cover the investment in any required additional transmission or other facilities is required, the Member shall agree to reimburse Power Agency for payment of such charge. In the alternative, Power Agency or a Member may provide such capability through its own facilities if Power Agency gives written notice to DEP sufficient to enable DEP to accommodate such an arrangement. Parallel operation, transfer of loads, emergency switching and other operations at or in connection with Delivery Points will be undertaken in accordance with Section 5.0 of the NOA.
- (e) Prior to March 31 of each Contract Year, each Member shall assist Power Agency with development of projected capacity requirements at each Delivery Point for the next ten (10) calendar years in order for Power Agency to fulfill in a timely manner its responsibilities to DEP and to Dominion NCP, and its responsibilities to the Member hereunder. The projected capacity requirement shall be for the load reasonably expected to exist in the area served by each such Delivery Point. The proposed location, delivery voltage, and estimated capacity requirements of any new delivery point desired by the Member or Power Agency for the next ten (10) calendar years shall also be delineated.

The terms and conditions of the NITSA and NOA shall govern the size of loads connected to Delivery Points on, or extensions from, the 115kV or 230kV transmission system

of DEP and the conditions upon which a Delivery Point may be connected to a DEP transmission line.

- (f) Subject to the terms and conditions of the NITSA and NOA, transmission line extensions shall be made to new Delivery Points for Members whose conductors connect with those of DEP (either directly or through Power Agency's facilities) from a transmission line which has adequate capacity to serve the additional load involved.
- (g) In accordance with Section 3.5 of the Dominion NCP Transmission Agreement, Future Delivery Points on the Dominion NCP transmission system will be established pursuant to Prudent Utility Practices as defined therein. Future Delivery Points shall be established at 230kV or 115kV at the option of Dominion NCP, exercised consistent with Prudent Utility Practices, except in the case of small loads where Dominion NCP may agree to provide service at lower voltage levels.
- (h) The Member shall operate and maintain Delivery Points in a manner consistent with the terms and conditions of the NOA. The Member shall avoid and refrain from any acts or transactions, or the use of any equipment, appliance, or device, which would (i) have a significant adverse effect upon the reliability or operating characteristics of the DEP or Dominion NCP systems, or the interconnected facilities of Power Agency or of its other Members, including, but not limited to, such adverse effects caused by the interconnection of, or the transfer of loads between, Delivery Points not made in accordance with the terms and conditions of the NOA, or (ii) interconnect the DEP or Dominion NCP systems through the systems of Power Agency or the Member with other power suppliers without agreement between Power Agency and DEP or Dominion NCP on reasonable measures or conditions, if any, for parallel operation. Each Member shall maintain a reasonable electrical balance between the phases at each Delivery Point.
- (i) It is expressly understood and agreed that Power Agency does not hereby contract to furnish Member electric power for pumping water for extinguishing fires.
- (j) The Member shall install, maintain, and operate such protective equipment and switching, voltage control, load shedding, and other facilities as shall be required in order to meet the requirements of DEP and Dominion NCP, as applicable, to assure continuity and adequacy of service and the stability of the interconnected facilities of DEP or Dominion NCP and Power Agency and the other Members and to provide adequate protection for DEP's or Dominion NCP's facilities, and its services to other customers, against trouble originating on the electric system of Power Agency or the Member. In addition, the Member recognizes and agrees to comply and to cooperate with Power Agency in complying, as applicable, (i) with the terms and conditions of the NITSA and NOA and the applicable NERC Reliability Standards, including, but not limited to, those related to system protection, load reduction, load shedding and load management and (ii) with any similar provisions applicable to Dominion NCP.
- (k) The Member shall provide promptly to Power Agency any and all information requested by Power Agency to permit Power Agency to provide to DEP the information which DEP may request pursuant to the terms and conditions of the NITSA and NOA to carry out DEP's

scheduling and dispatch function, including the telemetering of Delivery Point data and other network planning and operation activities.

# SECTION 9. Member Planning and Operations.

- (a) <u>Power Supply Planning</u>. The Member will keep Power Agency advised on matters relating to the Member's power supply planning, including, but not limited to, load forecasts, proposed transmission additions, and new Delivery Points.
- (b) <u>Diligence</u>. The Member will exercise diligence in the operation of its Electric System with the view of securing efficiency in keeping with Prudent Utility Practice, will construct its facilities in accordance with specifications at least equal to those prescribed by the National Electric Safety Code of the United States Bureau of Standards, and will maintain its lines at all times in a safe operating condition. Each Member will operate said lines in conformity with Section 8(h) of this Agreement. The Member will use electric service equally from the three phases as nearly as possible.
- (c) <u>Capacitors.</u> Members whose conductors connect with those of DEP (either directly or through Power Agency's facilities) shall install capacitors and operate switched capacitors in accordance with the terms and conditions of the NITSA and NOA. In the alternative, Power Agency may install such capacitors, or cause such capacitors to be installed, to maintain the required power factor, and such Member will reimburse Power Agency for the costs and expenses it incurs in connection therewith. Power Agency may (i) require each Member whose conductors connect with those of Dominion NCP (either directly or through Power Agency's facilities) to install on its distribution system sufficient capacitors or other facilities to maintain at the time of Dominion NCP's monthly peak a power factor of 92% or higher, or any future power factor established by Dominion NCP, at each of that Member's Delivery Points, or (ii) in the alternative, install facilities to maintain such power factor, and such Member will reimburse Power Agency for the costs and expenses it incurs in connection therewith. Any such costs or expenses incurred by Power Agency pursuant to arrangements with Dominion NCP shall be reimbursed by the Member which caused such costs or expenses to be incurred.
- (d) Access. Power Agency and the Member each will give the other the right to enter the premises of the other, and the Member will give DEP or Dominion NCP the right to enter the Member's premises, at all reasonable times for the purpose of repairing or removing facilities, reading meters, or performing work incidental to delivery and receipt of Full Requirements Bulk Power Supply.
- (e) <u>Compliance</u>. The Member will be subject to and will comply with all applicable terms and conditions set forth in those tariffs, rate schedules, guidelines, including, but not to, the <u>Guidelines Concerning Distributed Resources</u>, and contracts which affect Power Agency and the Member.

# SECTION 10. Disposition of Electric Systems.

SECTION 10. The Member covenants and agrees that it shall not sell, mortgage, lease or otherwise dispose of or encumber its Electric System or any part thereof except as permitted by any of the following provisions of this Section 10:

- (a) The Member may, in the ordinary course of the business of operating and maintaining its Electric System, scrap, trade-in, sell or otherwise dispose of any property or equipment if the Member determines that (i) such property or equipment is surplus, obsolete or otherwise not required for the operation and maintenance of its Electric System, and (ii) the original cost of all property and equipment disposed of pursuant to this subparagraph (a) in any fiscal year of the Member is less than the greater of \$25,000 or two percent (2%) of the gross plant investment of the Electric System as reported on the books for the Electric System as of the end of the most recent fiscal year of the Member for which such figure is available.
- (b) The Member may sell, lease, mortgage or otherwise dispose of or encumber any property and equipment (i) if and to the extent permitted by N.C.G.S. Section 160A-20, as the same may be amended from time to time, or (ii) if the Member determines, with the written concurrence of Power Agency (which concurrence shall not be unreasonably withheld), that, taking into account past and current operating results of its Electric System and any replacements or intended replacements for such property and equipment to be disposed of, the proposed action will not have a material adverse effect on the Revenues or the operation of its Electric System, or materially increase the operating and maintenance expenses of its Electric System.
- (c) The Member may sell or otherwise dispose of its Electric System to one or more other Members, or merge or consolidate its Electric System with the Electric System or Systems of one or more other Members, provided that the purchasing or surviving Member(s), as the case may be, shall have assumed all of the transferor Member's duties and obligations hereunder and under the transferor Member's Debt Service Support Contract.
- (d) The Member may merge or consolidate with, or be merged or consolidated into, one or more units of local government which shall have assumed all of the Member's duties and obligations hereunder, in which event such Member shall be relieved from all such duties and obligations, but only if (i) this Agreement shall have been assigned to such unit(s) of local government, which shall have assumed all of the transferor Member's duties and obligations hereunder, and (ii) the Local Government Commission of North Carolina shall have determined that after such merger or consolidation the survivor unit(s) of local government will have the ability to meet the obligations of such Member hereunder.
- (e) The Member may sell or otherwise dispose of its Electric System to any other Person but only if the Member (i) has assigned and transferred this Agreement and all interests herein to the transferee Person who has assumed all of the transferor Member's duties and obligations hereunder, and (ii) has terminated its Debt Service Support Contract pursuant to the provisions of Section 13 of the Debt Service Support Contract; provided, however, that prior to any sale or other disposition pursuant to this subsection (e), Power Agency shall have determined that such sale or other disposition will not increase the cost of power and energy under the Full Requirements Power Sales Agreement of any other Member; and provided further, however, that

if the transferee Person is DEP, or a subsidiary or Affiliate of DEP, this Agreement shall be terminated and not assigned and transferred and DEP shall have agreed to (a) exclude the transferor Member's load from the calculation of Power Agency's Hourly Demand under the Full Requirements Power Purchase Agreement, and (b) delete the transferor Member's Delivery Points from the NITSA and NOA.

- In the event of a sale or other disposition permitted by subsection (c) of this Section 10, (f) or a merger or consolidation permitted by subsection (c) and (d) of this Section 10, the Member shall provide to Power Agency a counsel's opinion, satisfactory in form and substance to counsel to Power Agency, that (i) in the event of a sale or other disposition, the transferee has assumed and become liable for the duties and obligations of the transferor Member under this Agreement and the transferor Member's Debt Service Support Contract, or (ii) in the event of a merger or consolidation, that following such merger or consolidation the Electric System or unit of local government, as the case may be, surviving such merger or consolidation shall remain or shall have become subject to this Agreement and the transferor Member's Debt Service Support Contract and liable for the duties and obligations of the Member hereunder and thereunder to the same extent that such Electric System or Member had been so subject prior to such merger or consolidation. In the event of a sale or other disposition permitted by subsection (e) of this Section 10 (other than a sale or disposition to DEP or a subsidiary or Affiliate of DEP), the Member shall provide to Power Agency a counsel's opinion, satisfactory in form and substance to counsel to Power Agency, that the transferee has assumed and become liable for the duties and obligations of the transferor Member under this Agreement.
- (g) Nothing contained in the foregoing subsections (a) through (f) of this Section 10 shall be deemed to authorize a Member to mortgage or encumber all or substantially all of the properties of its Electric System.

#### SECTION 11. Miscellaneous General Provisions.

(a) <u>Character and Continuity of Service</u>. Power Agency shall use its reasonable best efforts to enforce the terms and conditions of the Full Requirements Power Purchase Agreement, the NITSA and NOA and the Dominion NCP Transmission Agreement, and the terms and conditions of any other similar agreement(s) with other parties for Full Requirements Bulk Power Supply.

Power Agency may temporarily interrupt or reduce deliveries of electric energy to the Member if Power Agency determines that such interruption or reduction is necessary in case of emergencies, to meet any regulatory compliance or reliability directives or in order to install equipment in or make repairs to or replacements, investigations, and inspections of or to perform other maintenance work on its generation or transmission facilities and related apparatuses. After informing the Member regarding any such planned interruption or reduction, giving the reason therefor, and stating the probable duration thereof, Power Agency will, to the best of its ability and if sufficient time is available, schedule such interruption or reduction at a time which will cause the least interference with the operations of the Members.

Power Agency shall not be required to provide, and shall not be liable for failure to provide, service under this Agreement when such failure or the cessation or curtailment of or

interference with the service is caused by Force Majeure or, with respect to the services to be provided for Full Requirements Bulk Power Supply, is caused by the inability of Power Agency to obtain any required governmental approvals to enable Power Agency to acquire or construct any facilities.

- (b) Electric capacity and energy delivered by Power Agency to Members' Metering. Delivery Points connected to the DEP transmission system will be measured by meters installed at such Members' Delivery Points. The installation, operation, maintenance, repair and replacement of all metering equipment located at Delivery Points connected to the DEP transmission system will be performed by DEP pursuant to the NITSA and NOA. Electric capacity and energy delivered by Power Agency to Members' Delivery Points connected to the Dominion NCP transmission system will be measured by meters installed at such Members' Delivery Points, and such measurements will be transmitted to the point of interconnection between the DEP transmission system and the Dominion NCP transmission system pursuant to the Telemetry and Metering System Services Agreement. The installation, operation, maintenance, repair and replacement of all metering equipment located at Delivery Points connected to the Dominion NCP transmission system will be performed pursuant to the Dominion NCP Transmission Agreement.
- (c) <u>Power Deliveries</u>. Power and energy furnished to the Member under this Agreement shall be in the form of three phase current, alternating at a frequency of approximately 60 Hertz.
- Effect of PURPA. Power Agency shall endeavor to provide the Member with capacity (d) and energy, or transmission services, as required by the provisions of Section 210 of the Public Utility Regulatory Policies Act of 1978 (16 USC 824a-3) and its implementing regulations ("PURPA Requirements") in connection with the service of loads by the Members pursuant to the PURPA Requirements. In connection with the purchase by a Member of capacity and energy from the event a PURPA Qualifying Resource that (i) has a nameplate capacity below 500 kW, Power Agency shall provide the Member a billing credit, on a monthly basis, equal to the Power Agency's avoided cost rate, as the same may be amended from time to time, and (ii) has a nameplate capacity at or above 500 kW, Power Agency shall provide the Member a billing credit, on a monthly basis, equal to the rate that such PURPA Qualifying Resource would receive pursuant to the terms and conditions of DEP's applicable North Carolina filed rate tariff (the "Applicable Rate") applied to the energy and capacity, if applicable, from such PURPA Qualifying Resource. The capacity and energy generated by such PURPA Qualifying Resources shall be added to the Member's Delivery Point metered loads for purposes of determining the monthly billing demand and energy for the Member. For a PURPA Qualifying Resource having a nameplate capacity at or above 500 kW, the Applicable Rate shall be either: (a) the energy-only rate under DEP's North Carolina filed rate tariff that the PURPA Qualifying Resource would be eligible to receive from DEP for facilities not directly interconnected with DEP, or (b) the energy and capacity, if applicable, rates that such facility would be eligible to receive from DEP, based on DEP's PURPA avoided cost rates, as determined by DEP in its sole discretion in accordance with Section 4.4.2 of the Full Requirements Power Purchase Agreement. Facility interconnects within the Member's system, the Member may purchase the output from such PURPA Qualifying Facility. Any such purchases will be treated for billing and

crediting purposes under this FRPSA in the same manner as such purchases are treated under Section 4.4 of the FRPPA.

(e) <u>Liability of Parties</u>. Neither Power Agency nor the Member shall be responsible for the transmission, control, use or application of electric power provided under this Agreement on the other side of the Point of Connection (hereinafter defined) therefor and shall not, in any event, be liable for damage or injury to any Person or property whatsoever arising, accruing, or resulting from, in any manner, the receiving, transmission, control, use, application, or distribution by Power Agency or the Member of said electric power.

Where Power Agency or the Member has facilities and equipment located on the premises of the other party, the party owning the premises shall permit no one but the other party's authorized representatives to have access to or handle those facilities and equipment. Each party shall indemnify, hold and save harmless the other party for any loss or damage to that other party's premises caused by or arising out of the negligence of the party owning the facilities and equipment, or its representatives, while on the premises of the other party. Each party shall indemnify, hold and save harmless the other party from and against any and all legal and other expenses, claims, costs, losses, suits or judgments for damages, injuries to or death of Persons, or damage to or destruction of property, arising in any manner directly or indirectly by reason of acts of negligence of either party's authorized representative while on the premises of the other party under the right of access provided in this Section 11(e).

Power Agency and the Member shall indemnify, hold and save each other harmless from any and all loss or damage sustained, and from any and all liability to any Person or property incurred by the other (the indemnified party), by reason of any act or performance, or failure to act or perform, on the part of the other (the indemnifying party) or its officers, agents, or employees, in constructing, maintaining or operating the indemnifying party's apparatus, appliances or other property, or in the transmission, control, or application, redistribution, delivery, or sale of said power and energy on the indemnifying party's side of said Point of Connection. Whenever any claim is made against either party, whether the indemnified party or the indemnifying party, the party against whom the claim is made shall give notice to the other party within a reasonable time after the party against whom the claim is made becomes aware of any facts which could reasonably cause it to conclude that the claim is covered by this indemnification. Except as otherwise specifically provided in this Section 11(e), such indemnification shall hold harmless the indemnified party, its officer, agents or employees, from and against any and all liability and any and all losses, damages, injuries, costs and expenses, including expenses incurred by the indemnified party, its agents, servants or employees, in connection with defending any claim or action, and including reasonable attorneys' fees incurred or suffered by the indemnified party, its officer, agents or employees, by reason of the assertion of any such claim against the one indemnified, its officer, agents or employees. The indemnification provided for in this Section 11(e) shall not cover the following expenses: (1) the expense of investigating any claim prior to the time that notice is given to the other party that said claim is covered by this indemnification; (2) compensation for time of employees of the indemnified party spent in defending any action; and (3) attorneys' fees incurred by an indemnified party after an indemnifying party has assumed the defense of an action as provided in this Section 11(e). At any time, the indemnifying party may, at its option, assume on behalf of the indemnified party, its officer, agents and employees, after written notification by the

indemnified party of the existence of such a claim, the defense of any action at law or in equity which may be brought against the indemnified party, its officers, agents or employees. The indemnifying party, regardless of whether it assumes the defense of any such action, will pay on behalf of the indemnified party, its officer, agents or employees, the amount of any judgment that may be entered against the indemnified party, its officer, agents or employees, in any such action.

If, pursuant to the provisions of the Full Requirements Power Purchase Agreement, Power Agency is liable to DEP for any loss or damage sustained or any liability to any Person or property incurred by DEP by reason of any act or performance, or failure to act or perform, by the Member, its officers, agents or employees, then the Member shall reimburse Power Agency for any costs or expenses incurred in connection therewith.

In the event that a Member sustains any loss or damage or incurs any liability to any Person or property by reason of any act or performance, or failure to act or perform, by DEP, its officers, agents or employees, then Power Agency shall indemnify and hold harmless such Member from and against such loss, damage or liability; provided, however, that Power Agency shall not be required to indemnify and hold harmless such Member from and against such loss, damage or liability unless Power Agency shall be entitled to recover from DEP the amount of any indemnification sought by the Member pursuant to this paragraph.

The term "Point of Connection" as used in this Section 11(e) shall mean any point at which the conductors owned by a Member connect with the conductors owned by any other entity, including Power Agency, for the purpose of delivering electric power to the Member in accordance with the provisions of this Agreement.

- (f) No Adverse Distinction. Power Agency agrees that there shall be no pattern of adverse distinction and no pattern of undue discrimination in carrying out its obligations under this Agreement relating to the Member as compared to the other Members.
- (g) Other Terms and Conditions. Service hereunder shall be in accordance with such other terms and conditions as are established as part of Power Agency's service rules and regulations, which shall not be inconsistent with the provisions of this Agreement.
- (h) Notices and Computation of Time. Any notice or demand given by the Member to Power Agency under this Agreement shall be deemed properly given if mailed postage prepaid and addressed, or electronically mailed, to the chief executive officer of Power Agency at its principal office or electronic mail address designated in writing filed with the Members by Power Agency. Any notice, demand, budget, or statement given or rendered by Power Agency to the Members under this Agreement shall be deemed properly given or rendered if mailed postage prepaid and addressed, or electronically mailed, to the Person and at the address designated in writing filed with Power Agency by the Member. The designations of the name and address to which any such notice or demand is directed may be changed at any time and from time to time by either party giving notice as above provided.

In computing any period of time prescribed or allowed under this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, a Sunday, or a legal holiday in North Carolina, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday in North Carolina.

#### SECTION 12. Future Members.

SECTION 12. It is expressly understood that nothing herein shall preclude other future Members from contracting with Power Agency for planning, procuring, and providing such other future Members' bulk power supply.

#### SECTION 13. Records; Accounts; Reports; Audits.

SECTION 13. Power Agency shall keep accurate records and accounts for any projects owned or controlled by Power Agency and for Full Requirements Bulk Power Supply, separate and distinct from its other records and accounts. Such records and accounts shall contain information supporting the allocation of Power Agency's indirect costs associated with any projects owned or controlled by Power Agency and with Full Requirements Bulk Power Supply. Such records and accounts shall be audited annually by a firm of independent certified public accountants, experienced in electric utility accounting and of national reputation, to be employed by Power Agency. Such records and accounts and such annual audit, including all written comments and recommendations of such accountants, shall be made available for inspection at any reasonable time by the Member at the principal office of Power Agency.

The Member shall keep accurate records and accounts for its Electric System, separate and distinct from its other records and accounts. Such records and accounts shall be audited annually by a firm of certified public accountants or by an accountant approved by the Local Government Commission of North Carolina as qualified to audit Local Government accounts who has no personal interest, direct or indirect, in the fiscal affairs of the municipal government or any of its officers, which audit may be part of the annual audit of the accounts of the Member. Such records and accounts shall be made available for inspection by Power Agency at any reasonable time, and a copy of such annual audit, including all written comments and recommendations of such accountants, shall be furnished to Power Agency not later than one hundred eighty (180) days after the close of the Member's fiscal year.

Power Agency shall, following the close of each fiscal year, submit an annual report of its activities for the preceding year to the Members, to the North Carolina Utilities Commission, and to the Local Government Commission of North Carolina. Each such report shall set forth a complete operating and financial statement covering the operations of Power Agency.

#### SECTION 14. Modification and Uniformity of Contracts.

SECTION 14. This Agreement shall not be subject to termination by either party hereto under any circumstances whether based upon the default of the other party under this Agreement, or any other agreement, or otherwise, except as specifically provided in this Agreement. If any other Full Requirements Power Sales Agreement is amended or replaced, so that it contains terms and conditions different from those contained in this Agreement, Power Agency shall notify the Member and, at the option of the Member and upon timely request, Power Agency shall amend this Agreement to include similar terms and conditions.

#### SECTION 15. Assignment of Agreement.

SECTION 15. Assignment of Agreement. Except as provided in Section 10 of this Agreement, this Agreement shall not be transferred or assigned.

#### SECTION 16. Severability.

SECTION 16. Severability. If any section, paragraph, clause, or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein. In the event of any such invalidity, the parties hereto shall promptly negotiate in good faith valid new provisions to restore the Agreement to its original intent and effect.

Notwithstanding the invalidity or unenforceability of any or all other provisions of this Agreement, the provisions of this Agreement in respect of the Member's obligation to pay its Member's Share of Monthly Support Costs shall remain in full force and effect.

#### SECTION 17. Applicable Law; Construction.

SECTION 17. This Agreement is made under and shall be governed by the law of the State of North Carolina without regard to principles of conflicts of laws. Headings herein are for convenience only and shall not influence the construction of this Agreement.

#### SECTION 18. Survivorship of Obligations.

SECTION 18. Survivorship of Obligations. The termination of this Agreement shall not discharge any party hereto from any obligation it owes to the other party under this Agreement by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Agreement or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Agreement) shall survive the termination of this Agreement.

#### SECTION 19. No Delay.

SECTION 19. No Delay. No disagreement or dispute of any kind between the parties to this Agreement or between any party and any other entity, concerning any matter, including, without limitation, the amount of any payment due from said party or the correctness of any billing made to the party, shall permit the said party or either of them, to delay or withhold any payment or the performance by any party of any other obligation pursuant to this Agreement. Each party shall

promptly and diligently undertake to resolve such disagreement and dispute without undue delay.

#### SECTION 20. Further Documentation.

SECTION 20. From time to time after the execution of this Agreement, the parties hereto shall within their legal authority execute other documents as may be necessary, helpful, or appropriate to carry out the terms of this Agreement.

#### SECTION 21. Incorporation of Exhibits.

SECTION 21. <u>Incorporation of Exhibits</u>. All Exhibits attached to this Agreement shall be incorporated into and be a part of this Agreement.

#### SECTION 22. Continuance and Enforcement of Agreement.

- (a) Except as provided in Section 7(b) of this Agreement, Power Agency shall continue this Agreement in full force and effect and shall enforce this Agreement in accordance with its terms to the extent permitted by law.
- (b) The failure of a party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or the right of such party thereafter to enforce each and every such provision.

#### SECTION 23. Relationship to Other Instruments.

SECTION 23. Relationship to Other Instruments. It is recognized by the parties hereto that Power Agency must comply with the requirements of the Bond Resolution, and it is therefore agreed that this Agreement is made subject to the terms and provisions of the Bond Resolution.

#### SECTION 24. Counterparts; Electronic Signatures.

SECTION 24. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, taken together, shall constitute but one and the same Full Requirements Power Sales Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement and, when printed from electronic files, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. For purposes of this Agreement, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means, and "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message.

#### SECTION 25. Entire Agreement.

SECTION 25. This Agreement shall constitute the entire understanding among the parties hereto, superseding any and all previous understandings, oral or written, pertaining to the subject matter contained herein. No party hereto has relied, or will rely, upon any oral or written representation or oral or written information made or given to such party by any representative of the other party or anyone on its behalf.

#### SECTION 26. Preaudit.

SECTION 26. Preaudit. Execution of this Agreement by the finance officer of the Member shall constitute a certification of such finance officer that, to the extent this Agreement requires the Member to satisfy a financial obligation during the Member'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 27. Attorney's Approval.

Execution of this Agreement by the City/Town Attorney of the Member shall constitute compliance with the provisions of Section 4.3 of the Member's Charter that requires the City/Town Attorney to draft legal documents relating to the affairs of the City/Town and inspect and pass upon all agreements, contracts, franchises and other instruments with which the Member may be concerned.

[Balance of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all by authority of their respective governing bodies duly given.

Executed this day of	, <del>2015</del> 2 <u>023</u> .
	City [Town] of
	By:
Attest:	For purposes of Section 26 only:
City Clerk	Finance Officer
(SEAL)	For purposes of Section 27 only:
	[City/Town] Attorney
Executed this day of	, <del>2015</del> 2023.
	NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY
	By:Chief Executive Officer
Attest:	
Assistant Secretary	
(SEAL)	

[Signature Page of Full Requirements Power Sales Agreement]

#### Exhibit A

**Network Integration Transmission Service Agreement** 

and

**Network Operating Agreement** 

between

**Duke Energy Progress, Inc.** 

and

North Carolina Eastern Municipal Power Agency

### (Modified graphics)

Open Access Transmission Tariff Service Agreement No. 268 NITSA and NOA with NCEMPA Effective: July 1, 2014 Option Code: A

#### **NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT**

AND

**NETWORK OPERATING AGREEMENT** 

BETWEEN

NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT

NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY
NETWORK OPERATING AGREEMENT

BETWEEN

DUKE ENERGY PROGRESS, INC.

AND

NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY

3.0

# SERVICE AGREEMENT FOR NETWORK INTEGRATION TRANSMISSION SERVICE SERVICE AGREEMENT FOR

NETWORK INTEGRATION TRANSMISSION SERVICE

This Service Agreement, dated as of January 1, 2020, is entered into, by and between

- 1.0 This Service Agreement, dated as of January 1, 2020, is entered into, by and between Duke Energy Progress, LLC, with its principal offices located at 410 S. Wilmington Street, Raleigh, North Carolina 27601, ("Transmission Provider" or "DEP"), and North Carolina This Eastern Municipal Progress sinc Commenty KNOWNESS, Carolina Power & Light
  - Company, (d/b/a Progress Energy Carolinas, Inc.), with its principal offices
    2 local the Transmission of interpretation for the Completed Application for Network Integration Transmission Service under the Open Access Transmission Tariff of Duke Energy Progress, LLC (the Tariff).

    Power Agency, with its principal offices located at 1427 Meadow Wood Blvd.
  - 3. Raleigh TMssr2504 Customer Misria the Ustamaniness blandwise Section 11.2 of the Tariff. In the event that Transmission Customer does not take service for any reason,
- 2.0 The Transmission Presidented Application for Network Integration Transmission Provider to have submitted to Completed Application for Network Integration Transmission Service under this Service Agreement shall commence on the later of (1) January 1, 2020.
  - 4.0 Service under this Service Agreement shall commence on the later of (1) January 1, 2020, the control of the
  - 11.2 of the Tariff. In the event that Transmission Customer does not take service 5.for after transmission Provide and the Transmission Customer does not take service for after the provisions of Part III of the Tariff and this Service Agreement.
- 4.0 Service underthis mentional some mentional completes by detect (1) July 1, 2008, or (2) sheatest that which construction afcarpulaire at Seaignment fracilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission.

  NCEMPA has initially arranged, through its contracts with Duke Energy Progress,
- The Transmission accordance with the supply of Real Power Losses associated with its transmission.

  The Transmission accordance with escalar providing and the Transmission Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff and this Service Agreement.
  - 5.1 The Transmission Customer is responsible for replacing Real Power Losses associated with all transmission service in accordance with Section 28.5 of the Tariff.

NCEMPA has initially arranged, through its contracts with Duke Energy Progress, Inc. ("DEP"), for the supply of Real Power Losses associated with its transmission service in accordance with Section 28.5 of the Tariff.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

#### Transmission Provider:

Sammy Roberts
Duke Energy Progress, Inc.
Director, Power System Operations - Carolinas
3401 Hillsborough Street
Raleigh, NC 27607
Phone: (919) 546-5678
Fax: (919) 546-4048

#### Transmission Customer:

Roy Jones, COO
ElectriCities of North Carolina, Inc.
1427 Meadow Wood Blvd.
Raleigh, NC 27604
RJones@electricities.org

- 7.0 The Tariff, Specifications for Network Integration Transmission Service and the Network Operating Agreement, all of which may be amended from time to time, are incorporated herein and made a part hereof.
- 8.0 Service under this Service Agreement will be subject to some combination of the agreed-upon charges detailed below:
  - 8.1 Transmission Charge:

In each month, Transmission Customer's charge for transmission service shall be determined in accordance with Attachment H of the Tariff. For purposes of applying the provisions of Attachment H, the Transmission Customer's "Network Load" shall be determined as follows:

Network Load = [(TCCP - SEPA) / (1.0 - TLF)] + 50 MW

#### where:

"TCCP" for any month is the aggregate of the 60-minute integrated metered demands recorded at (or, if the metering location is remote from the Delivery Point, compensated to) the Transmission Customer's Delivery Points during the hour of the month in which the greatest load was imposed on the Transmission Provider's Transmission System.

"SEPA" is the sum of the preference customer Southeastern Power Administration ("SEPA") capacity allocations of Transmission Customer's municipal participants.

"TLF" is the approved Transmission Loss Factor (expressed as a decimal amount) for the Transmission Provider's Transmission System.

### (Modified graphics)

5.2 Atomy Services Charges:

2 Extension System Control and Disputch Service

The charges for Scheduling, System Commissed Dispatch Surveys shad be por Schedule 1 of the Tariff.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Customer's adocution of capacity from the Sautheastern Present Administration ("SEPA"), plus the associated DEP transmission

Transmission Provider:

The charges for Real Graves

Duke Energy Progress, LLC

tion Generation Societies Service Print Indian the Carpeter's connected peak town 2996 (4th Ayonuc Allin of Capacily Item the Societies and Period Service Administration (SePA), plus the essection of SePA, plus the essection o

Transmisson Server Malicode: FL-906B

The classes for PeoPaul Graves@duke-energy.com

has redaily made attenually comparable arrangements to satisfy as Regulation and Frequency Response Service obligation service is 10 1001 Frequency Transmission Customer:

Kathy Moyer

ElectriCities of North Carolinas, Inc.

Vice President, Operations 1427 Meadow Wood Blvd. Raleigh, NC 27604

Phone: (919) 760-6225 kmoyer@electricities.org

- 7.0 The Tariff, Specifications for Network Integration Transmission Service and the Network Operating Agreement, all of which may be amended from time to time, are incorporated herein and made a part hereof.
- 8.0 Service under this Service Agreement will be subject to some combination of the agreed-upon charges detailed below:
  - 8.1 Transmission Charge:

In each month, Transmission Customer's charge for transmission service shall be determined in accordance with Attachment H of the Tariff. For purposes of applying the provisions of Attachment H, the Transmission Customer's "Network Load" shall be determined as follows:

Network Load = [(TCCP - SEPA) / (1.0 - TLF)] + 50 MW

#### where:

"TCCP" for any month is the aggregate of the 60-minute integrated metered demands recorded at (or, if the metering location is remote from the Delivery Point, compensated to) the Transmission Customer's Delivery Points during the hour of the month in which the greatest load was imposed on the Transmission Provider's Transmission System.

"SEPA" is the sum of the preference customer Southeastern Power Administration ("SEPA") capacity allocations of Transmission Customer's municipal participants.

"TLF" is the approved Transmission Loss Factor (expressed as a decimal amount) for the Transmission Provider's Transmission System.

5 Operating Reserve - Spinning Reserve Service

The charges for Operating Reserve - Spinning Reserve Service shall be per Schedule 5 of the Tariff. The Transmission Customer has initially made alternative comparable arrangements to satisfy its Operating Reserve - Spinning Reserve Service obligation through its (i) 1981 Power Coordination Agreement with DEP (the "1981 PCA"), and (ii) Supplemental Load Agreements with DEP dated December 23, 2002 and February 25, 2005.

6 Operating Reserve - Supplemental Reserve Service

The charges for Operating Reserve -Supplemental Reserve Service shall be per Schedule 6 of the Tariff. The Transmission Customer has initially made alternative comparable arrangements to satisfy its Operating Reserve -Supplemental Reserve Service obligation through its (i) 1981 Power Coordination Agreement with DEP (the "1981 PCA"), and (ii) Supplemental Load Agreements with DEP dated December 23, 2002 and February 25, 2005.

- 9.0 Nothing contained herein shall be construed as affecting in any way the Transmission Provider's right to unilaterally make application to the Federal Energy Regulatory Commission, or other regulatory agency having jurisdiction, for any change in the Tariff or this Service Agreement under Section 205 of the Federal Power Act, or other applicable statute, and any rules and regulations promulgated thereunder; or the Transmission Customer's rights under the Federal Power Act and rules and regulations promulgated thereunder.
- 10.0 The Transmission Customer will be responsible for Delivery Facilities Charges, Distribution Substation Service charges, Redispatch cost, Network Upgrade, and/or Direct Assignment Facilities cost under this agreement as follows:

Delivery Facilities Charges calculated as set forth in Attachment B-1 to the Specifications for Network Integration Transmission Service.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transn	nission Provider:	
Ву:	/s/ K. R. Wilkerson	04/28/08
Name:	K. R. Wilkerson	Date
Title:	Director, Power System Operations – Carolinas Progress Energy Carolinas, Inc.	
Transn	nission Customer:	
Ву:	/s/ Kenneth M. Raber	04/25/08
Name:	Kenneth M. Raber	Date
Title:	Sr. VP ElectriCities Services / NCEMPA ElectriCities of North Carolina, Inc.	

#### SPECIFICATIONS FOR NETWORK INTEGRATION TRANSMISSION SERVICE

1.0	Term of Transaction	on:
	Start Date:	July 1, 2008
	Termination Date:	This Service Agreement shall rollover automatically at the end of each calendar year unless termination notice is provided by either party to the other party no later than April 1 of the year that it wishes to terminate or change this agreement. In the event the notice of termination is provided, this Agreement will terminate at the end of the calendar year in which notice is provided.

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.

The Transmission Customer has capacity and energy pursuant to 1) agreements with Duke Energy Progress, Inc. with capacity and energy made available in the DEP Eastern control area, 2) an agreement with Southeastern Power Administration (SEPA) with capacity and energy originating from SEPA's Kerr hydroelectric project in the Dominion Virginia Power control area, 3) agreements with the Town of Edenton and the City of Elizabeth City with capacity and energy originating from municipality—owned generation physically located in the Dominion Virginia Power control area.

#### 3.0 Network Resources

(1) Transmission Customer Generation Owned or Leased:

Retained Capacity (as defined in the 1981 PCA) associated with NCEMPA's ownership interests in Brunswick Units 1 and 2, Harris Unit 1, Roxboro Unit 4, and Mayo Unit 1 (collectively referred to as the "Initial Project Resources"). These resources are jointly owned with and operated by DEP.

Unit	Ownership %	Capacity (MW)
Brunswick 1	18.33%	171.935
Brunswick 2	18.33%	170.836
Harris	16.17%	145.530
Roxboro 4	12.94%	90.321
Mayo	16.17%	117.556
Total		696.178

#### (2) Transmission Customer Generation Purchased:

- (a) The purchase of approximately 29 MW of capacity and associated energy from the Kerr hydroelectric project located in the Dominion Virginia Power control area, operated by the U.S. Army Corps of Engineers, and marketed by the Southeastern Power Administration ("SEPA"). Although considered a Network Resource for purposes of this Service Agreement, SEPA reimburses the Transmission Provider for transmission service under a separate Service Agreement. Consequently, SEPA allocations will be subtracted from the Transmission Customer's Network Load for purposes of determining charges pursuant to paragraph 8.0 of this Service Agreement.
- (b) The purchase of capacity and energy from DEP pursuant to Article 7 of the 1981 PCA to replace capacity and energy from Initial Project Resources when any portion thereof is not available or is subject to a dispatch related reduction ("Backstand" or "Replacement Energy"). Backstand and Replacement Energy is supplied by DEP's system of generating and purchased resources and is delivered to the DEP-East Control Area. The term of the 1981 PCA extends to the later of (i) January 1, 2032, or (ii) upon the date on which the last Initial Project Resource is retired.
- (c) The purchase by NCEMPA of approximately 8 MW of capacity and associated energy pursuant to an agreement dated March 29, 1988 between NCEMPA and the Town of Edenton and an agreement dated March 24, 1988, between NCEMPA and the City of Elizabeth City (collectively, the "Diesel New Resources"). These resources are physically located in the Dominion Virginia Power control area.
- (d) The purchase of capacity and energy from DEP pursuant to the Agreements between NCEMPA and DEP applicable to Supplemental Load dated December 23, 2002 and February 25, 2005 (the "Supplemental Load Agreements"), which obligate DEP to provide capacity and energy to meet all remaining load of NCEMPA not met by other resources. Supplemental Capacity and Energy under the Supplemental Load Agreements is supplied by DEP's system of generating and purchased resources and is delivered to the DEP-East Control Area. The Supplemental Load Agreements obligate DEP to supply such capacity and energy through December 31, 2017.
- (e) Effective January 1, 2018: The purchase of capacity and energy from DEP pursuant to an Agreement between NCEMPA and DEP applicable to Supplemental Load dated October 31, 2011 (the "Power Supply Agreement"), which obligates DEP to provide capacity and energy to meet all remaining load of NCEMPA not met by other resources. Supplemental Capacity and Energy under this Agreement is supplied by DEP's system of generating and purchased resources and is delivered to the DEP-East Control Area. This Power Supply Agreement obligates DEP to supply such capacity and energy through December 31, 2031.

Total Network Resources = (1) + (2) = Transmission Customer's Total Network Load

#### 4.0 Network Load

(1) Transmission Customer Network Load:

See Attachment A-1 for a list of the Transmission Customer's Delivery Points and the 10-year forecast for each. Detailed information about each of the Transmission Customer's Delivery Points shall be set forth in Delivery Point Data Sheets, executed by the Parties, substantially in the form set forth in Attachment A-2. Initiation of a new Delivery Point, or changes to the configuration of or investment in existing Delivery Points, shall require execution of an appropriately modified Delivery Point Data Sheet.

(2) Total Network Load at time of most recent annual peak load:

Season (Date - Hour Ending)	Total Network Load [kW]
Summer 2007 (08/21/2007-HE15)	1,626,015
Winter 2007 (02/06/2007-HE10)	1,263,024

5.0 Power Factor Requirements

The power factor requirements applicable to Transmission Customer's Delivery Points shall be as set forth in the Transmission Provider's Tariff.

- 6.0 Designation of party(ies) subject to reciprocal service obligation: None.
- 7.0 Name(s) of any Intervening Systems providing transmission service: None.
- 8.0 Party Responsible for Providing Real Power Losses:

Transmission Customer has initially arranged, through its contracts with Duke Energy Progress, Inc. ("DEP"), for the supply of Real Power Losses associated with its transmission service in accordance with Section 28.5 of the Tariff.

#### **ATTACHMENT A-1**

TO THE SPECIFICATIONS FOR SERVICE UNDER THE
NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT (NITSA)
BETWEEN
NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY
AND DUKE ENERGY PROGRESS, INC.

NCEMPA DELIVERY POINTS AND FORECASTED DELIVERY POINT DEMANDS

# North Carolina Eastern Municipal Power Agency 2008 Forecast Annual DP NCP Demand Kilowatts at Power Agency Delivery Level Including SEPA Allocation (2008-2018)

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Apex 2	35,663	36,973	38,170	39,359	40,588	41,876	43,233	44,690	46,230	47,783	48,969
Apex 3	25,710	26,655	27,518	28,375	29,261	30,190	31,168	32,218	33,328	34,448	35,303
Apex 4	21,563	22,356	23,080	23,799	24,541	25,320	26,141	27,022	27,953	28,892	29,609
Ayden	23,481	23,836	24,354	24,860	25,378	25,918	26,469	27,050	27,661	28,285	28,906
Benson	8,677	8,706	8,716	8,732	8,751	8,774	8,802	8,950	9,100	9,253	9,403
Clayton	24,122	24,375	25,139	25,804	26,492	27,205	27,937	28,683	29,469	30,266	31,058
Farmville 1										-	-
Farmville 2	13,221	13,246	13,273	13,299	13,327	13,354	13,381	13,408	13,435	13,461	13,486
Fremont	3,312	3,322	3,332	3,342	3,352	3,362	3,372	3,382	3,393	3,404	3,414
Greenville 1	269,827	274,268	279,959	285,780	292,178	298,652	305,343	312,384	319,575	326,699	333,716
Greenville 4	83.723	85.100	86.866	88.673	90,658	92,666	94,743	96,927	99,158	101,369	103,546
Hookerton	1,520	1.557	1,570	1,579	1,585	1,590	1,596	1,603	1,609	1,616	1,623
Kinston	101,953	103,340	104,637	105,376	105,877	106,372	106,759	107,095	107,497	107,940	108,360
La Grange	7,035	7.067	7,176	7.255	7,319	7,386	7,447	7,508	7,577	7,651	7,726
Laurinburg	34,746	34,878	35,290	35,631	35,967	36,203	36,412	36,665	37,058	37,414	37,777
Louisburg	12.786	12.927	13,095	13,237	13,384	13,537	13,700	13,866	14,041	14,217	14,392
Lumberton 2	36,004	36,231	36,616	36,982	37,353	37,707	38,048	38,390	38,760	39,135	39,512
Lumberton 3	33.057	33,265	33,618	33,955	34.295	34,620	34,933	35,247	35,586	35,931	36,277
New Bern 1	31,185	31,420	31,796	32,179	32,551	32,892	33,217	33,557	33,922	34,309	34,723
New Bern 2	36.888	37,165	37,611	38,063	38,504	38,906	39,292	39,694	40,126	40,583	41,073
New Bern 3	7.516	7,573	7,663	7,755	7.845	7,927	8,006	8,088	8,176	8,269	8,369
New Bern 4	43,950	44.281	44,811	45,350	45,876	46,355	46,814	47,293	47,807	48,353	48,936
Pikeville	2,240	2,249	2,261	2,273	2,285	2,297	2,309	2,322	2,335	2,347	2,359
Red Springs	8.500	8.570	8,657	8.741	8.825	8,905	8,984	9,064	9,153	9,244	9,337
Rocky Mount 1	160,049	140.537	140,614	140,641	140,664	140,685	140,704	140,724	140,743	140,762	140,779
Rocky Mount 4		19,766	19,777	19,781	19,784	19,787	19,790	19,792	19,795	19,798	19,800
Selma 2	13,326	13,648	13,916	14,204	14,494	14,804	15,114	15,443	15,780	16,125	16,449
Selma 3	1,220	1.243	1,267	1,293	1,320	1,348	1,376	1,406	1,437	1,468	1,498
Smithfield 1	34,614	29.897	30,404	30,910	31,459	31,980	32,567	33,201	33,908	34,599	35,338
Smithfield 2	4.929	9.889	9,961	10,033	10,111	10,185	10,269	10,359	10,460	10,558	10,663
Southport	12.735	13.051	13,214	13,402	13,543	13,728	13,930	14,056	14,249	14,366	14,545
Wake Forest 2	37,302	19,335	20,119	20,947	21,680	22,388	23,264	24,188	25,150	25,632	26,494

-	19,335	20,119	20,947	21,680	22,388	23,264	24,188	25,150	25,632	26,494
74,397	75,902	77,333	78,630	79,913	81,218	82,505	83,797	85,121	86,451	87,771
		-	-	-				-	-	-
15,751	15,675	15,857	16,057	16,278	16,481	16,696	16,925	17,187	17,448	17,734
40,192	39,999	40,465	40.973	41,538	42,056	42,605	43,189	43,856	44,524	45,252
11,864	11,807	11,945	12,095		12,414	12.576	12,749	12,946	13,143	13,358
20.519	20.420				21,470					23,102
27.689	27.556		28.227	28.616	28.973	29.351	29.754			31,175
15,311	15,238	15,415	15,609	15,824	16,021	16,231	16,453	16,707	16,962	17,239
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				1000						5,566
1,456,070	1,471,569	1,494,452	1,516,878	1,540,053	1,562,969	1,586,764	1,611,778	1,638,424	1,664,110	1,690,098
5.388	5 409	5.431	5 454	5.478	5 503	5.528	5.551	5.573	5 595	5,617
										28,854
						and the second second				82,628
				100000000000000000000000000000000000000				The state of the s		1,111
	100000000000000000000000000000000000000			and the second second						5,945
										1.124
										7.247
										7.338
									The second second	14,200
							and the second s			14.635
					The state of the s					19.822
				C				St. 15 10 10 10 10 10 10 10 10 10 10 10 10 10		11.846
									7 2 2 2 2 2 2	8,778
186,452	188,594	191,119	193,379	195,597	197,602	199,620	201,763	204,176	206,626	209,147
1,642,522	1,660,163	1,685,571	1,710,257	1,735,650	1.760,572	1.786.384	1,813,541	1.842,600	1,870,736	1,899,245
	74,397 15,751 40,192 11,864 20,519 27,689 15,311 47,980 66,567 4,944 1,456,070 5,388 25,641 70,380 1,060 5,582 1,066 6,431 7,333 13,030 13,429 18,188 10,870 8,055 186,452	74,397 75,902  15,751 15,675  40,192 39,999  11,864 11,807  20,519 20,420  27,689 27,556  15,311 15,238  47,980 47,749  66,567 66,247  4,944 4,920  1,456,070 1,471,569  5,388 5,409  25,641 25,938  70,380 71,734  1,060 1,061  5,582 5,615  1,066 1,088  6,431 6,450  7,333 7,338  13,030 13,110  13,429 13,511  18,188 18,299  10,870 10,936  8,055 8,104  186,452 188,594	74,397 75,902 77,333  15,751 15,675 15,857 40,192 39,999 40,465 11,864 11,807 11,945 20,519 20,420 20,658 27,689 27,556 27,877 15,311 15,238 15,415  47,980 47,749 48,305 66,567 66,247 67,018 4,944 4,920 4,977 1,456,070 1,471,569 1,494,452  5,388 5,409 5,431 25,641 25,938 26,245 70,380 71,734 72,953 1,060 1,061 1,066 5,582 5,615 5,652 1,066 1,088 1,099 6,431 6,450 6,561 7,333 7,338 7,338 13,030 13,110 13,277 13,429 13,511 13,684 18,188 18,299 18,532 10,870 10,936 11,075 8,055 8,104 8,207 186,452 188,594 191,119	74,397         75,902         77,333         78,630           15,751         15,675         15,857         16,057           40,192         39,999         40,465         40,973           11,864         11,807         11,945         12,095           20,519         20,420         20,658         20,918           27,689         27,556         27,877         28,227           15,311         15,238         15,415         15,609           47,980         47,749         48,305         48,912           66,567         66,247         67,018         67,860           4,944         4,920         4,977         5,040           1,456,070         1,471,569         1,494,452         1,516,878           5,388         5,409         5,431         5,454           25,641         25,938         26,245         26,553           70,380         71,734         72,953         74,106           1,060         1,061         1,066         1,072           5,582         5,615         5,652         5,688           1,066         1,088         1,099         1,103           6,431         6,450         6,561         6,660 </td <td>74,397         75,902         77,333         78,630         79,913           15,751         15,675         15,857         16,057         16,278           40,192         39,999         40,465         40,973         41,538           11,864         11,807         11,945         12,095         12,261           20,519         20,420         20,658         20,918         21,206           27,689         27,556         27,877         28,227         28,616           15,311         15,238         15,415         15,609         15,824           47,980         47,749         48,305         48,912         49,586           66,567         66,247         67,018         67,860         68,795           4,944         4,920         4,977         5,040         5,109           1,456,070         1,471,569         1,494,452         1,516,878         1,540,053           5,388         5,409         5,431         5,454         5,478           25,641         25,938         26,245         26,553         26,848           70,380         71,734         72,953         74,106         75,291           1,060         1,061         1,066         1,0</td> <td>74,397         75,902         77,333         78,630         79,913         81,218           15,751         15,675         15,857         16,057         16,278         16,481           40,192         39,999         40,465         40,973         41,538         42,056           11,864         11,807         11,945         12,095         12,261         12,414           20,519         20,420         20,658         20,918         21,206         21,470           27,689         27,556         27,877         28,227         28,616         28,973           15,311         15,238         15,415         15,609         15,824         16,021           47,980         47,749         48,305         48,912         49,586         50,204           66,567         66,247         67,018         67,860         68,795         69,653           4,944         4,920         4,977         5,040         5,109         5,173           1,456,070         1,471,569         1,494,452         1,516,878         1,540,053         1,562,969           5,388         5,409         5,431         5,454         5,478         5,503           25,641         25,938         26,245</td> <td>74,397         75,902         77,333         78,630         79,913         81,218         82,505           15,751         15,675         15,857         16,057         16,278         16,481         16,696           40,192         39,999         40,465         40,973         41,538         42,056         42,605           11,864         11,807         11,945         12,095         12,261         12,414         12,576           20,519         20,420         20,658         20,918         21,206         21,470         21,751           27,689         27,556         27,877         28,227         28,616         28,973         29,351           15,311         15,238         15,415         15,609         15,824         16,021         16,231           47,980         47,749         48,305         48,912         49,586         50,204         50,860           66,567         66,247         67,018         67,860         68,795         69,653         70,563           4,944         4,920         4,977         5,040         5,109         5,173         5,241           1,456,070         1,471,569         1,494,452         1,516,878         1,540,633         1,562,969         <t< td=""><td>74,397         75,902         77,333         78,630         79,913         81,218         82,505         83,797           15,751         15,675         15,857         16,057         16,278         16,481         16,696         16,925           40,192         39,999         40,465         40,973         41,538         42,056         42,605         43,189           11,864         11,807         11,945         12,095         12,261         12,414         12,576         12,749           20,519         20,420         20,658         20,918         21,206         21,470         21,751         22,049           27,689         27,556         27,877         28,227         28,616         28,973         29,351         29,754           15,311         15,238         15,415         15,609         15,824         16,021         16,231         16,453           47,980         47,749         48,305         48,912         49,586         50,204         50,860         51,557           66,567         66,247         67,018         67,860         68,795         69,653         70,563         71,530           4,944         4,920         4,977         5,040         5,109         5,173<td>74,397         75,902         77,333         78,630         79,913         81,218         82,505         83,797         85,121           15,751         15,675         15,857         16,057         16,278         16,481         16,696         16,925         17,187           40,192         39,999         40,465         40,973         41,538         42,056         42,605         43,189         43,856           11,864         11,807         11,945         12,095         12,261         12,414         12,576         12,749         12,946           20,519         20,420         20,658         20,918         21,206         21,470         21,751         22,049         22,390           27,689         27,556         27,877         28,227         28,616         28,973         29,351         29,754         30,213           15,311         15,238         15,415         15,609         15,624         16,021         16,231         16,453         16,707           47,980         47,749         48,305         48,912         49,586         50,204         50,860         51,557         52,354           46,567         66,247         67,018         67,860         68,795         69,653         <td< td=""><td>74,397         75,902         77,333         78,630         79,913         81,218         82,505         83,797         85,121         86,451           15,751         15,675         15,857         16,057         16,278         16,481         16,696         16,925         17,187         17,448           40,192         39,999         40,465         40,973         41,538         42,056         42,605         43,189         43,856         44,524           11,864         11,807         11,945         12,095         12,261         12,414         12,576         12,749         12,946         13,143           20,519         20,420         20,658         20,918         21,206         21,470         21,751         22,049         22,330         22,731           27,689         27,556         27,877         28,227         28,616         28,973         29,351         29,754         30,213         30,674           47,980         47,749         48,305         48,912         49,586         50,204         50,860         51,557         52,354         53,161           66,567         66,247         67,018         67,860         68,795         69,653         70,563         71,530         72,635</td></td<></td></td></t<></td>	74,397         75,902         77,333         78,630         79,913           15,751         15,675         15,857         16,057         16,278           40,192         39,999         40,465         40,973         41,538           11,864         11,807         11,945         12,095         12,261           20,519         20,420         20,658         20,918         21,206           27,689         27,556         27,877         28,227         28,616           15,311         15,238         15,415         15,609         15,824           47,980         47,749         48,305         48,912         49,586           66,567         66,247         67,018         67,860         68,795           4,944         4,920         4,977         5,040         5,109           1,456,070         1,471,569         1,494,452         1,516,878         1,540,053           5,388         5,409         5,431         5,454         5,478           25,641         25,938         26,245         26,553         26,848           70,380         71,734         72,953         74,106         75,291           1,060         1,061         1,066         1,0	74,397         75,902         77,333         78,630         79,913         81,218           15,751         15,675         15,857         16,057         16,278         16,481           40,192         39,999         40,465         40,973         41,538         42,056           11,864         11,807         11,945         12,095         12,261         12,414           20,519         20,420         20,658         20,918         21,206         21,470           27,689         27,556         27,877         28,227         28,616         28,973           15,311         15,238         15,415         15,609         15,824         16,021           47,980         47,749         48,305         48,912         49,586         50,204           66,567         66,247         67,018         67,860         68,795         69,653           4,944         4,920         4,977         5,040         5,109         5,173           1,456,070         1,471,569         1,494,452         1,516,878         1,540,053         1,562,969           5,388         5,409         5,431         5,454         5,478         5,503           25,641         25,938         26,245	74,397         75,902         77,333         78,630         79,913         81,218         82,505           15,751         15,675         15,857         16,057         16,278         16,481         16,696           40,192         39,999         40,465         40,973         41,538         42,056         42,605           11,864         11,807         11,945         12,095         12,261         12,414         12,576           20,519         20,420         20,658         20,918         21,206         21,470         21,751           27,689         27,556         27,877         28,227         28,616         28,973         29,351           15,311         15,238         15,415         15,609         15,824         16,021         16,231           47,980         47,749         48,305         48,912         49,586         50,204         50,860           66,567         66,247         67,018         67,860         68,795         69,653         70,563           4,944         4,920         4,977         5,040         5,109         5,173         5,241           1,456,070         1,471,569         1,494,452         1,516,878         1,540,633         1,562,969 <t< td=""><td>74,397         75,902         77,333         78,630         79,913         81,218         82,505         83,797           15,751         15,675         15,857         16,057         16,278         16,481         16,696         16,925           40,192         39,999         40,465         40,973         41,538         42,056         42,605         43,189           11,864         11,807         11,945         12,095         12,261         12,414         12,576         12,749           20,519         20,420         20,658         20,918         21,206         21,470         21,751         22,049           27,689         27,556         27,877         28,227         28,616         28,973         29,351         29,754           15,311         15,238         15,415         15,609         15,824         16,021         16,231         16,453           47,980         47,749         48,305         48,912         49,586         50,204         50,860         51,557           66,567         66,247         67,018         67,860         68,795         69,653         70,563         71,530           4,944         4,920         4,977         5,040         5,109         5,173<td>74,397         75,902         77,333         78,630         79,913         81,218         82,505         83,797         85,121           15,751         15,675         15,857         16,057         16,278         16,481         16,696         16,925         17,187           40,192         39,999         40,465         40,973         41,538         42,056         42,605         43,189         43,856           11,864         11,807         11,945         12,095         12,261         12,414         12,576         12,749         12,946           20,519         20,420         20,658         20,918         21,206         21,470         21,751         22,049         22,390           27,689         27,556         27,877         28,227         28,616         28,973         29,351         29,754         30,213           15,311         15,238         15,415         15,609         15,624         16,021         16,231         16,453         16,707           47,980         47,749         48,305         48,912         49,586         50,204         50,860         51,557         52,354           46,567         66,247         67,018         67,860         68,795         69,653         <td< td=""><td>74,397         75,902         77,333         78,630         79,913         81,218         82,505         83,797         85,121         86,451           15,751         15,675         15,857         16,057         16,278         16,481         16,696         16,925         17,187         17,448           40,192         39,999         40,465         40,973         41,538         42,056         42,605         43,189         43,856         44,524           11,864         11,807         11,945         12,095         12,261         12,414         12,576         12,749         12,946         13,143           20,519         20,420         20,658         20,918         21,206         21,470         21,751         22,049         22,330         22,731           27,689         27,556         27,877         28,227         28,616         28,973         29,351         29,754         30,213         30,674           47,980         47,749         48,305         48,912         49,586         50,204         50,860         51,557         52,354         53,161           66,567         66,247         67,018         67,860         68,795         69,653         70,563         71,530         72,635</td></td<></td></td></t<>	74,397         75,902         77,333         78,630         79,913         81,218         82,505         83,797           15,751         15,675         15,857         16,057         16,278         16,481         16,696         16,925           40,192         39,999         40,465         40,973         41,538         42,056         42,605         43,189           11,864         11,807         11,945         12,095         12,261         12,414         12,576         12,749           20,519         20,420         20,658         20,918         21,206         21,470         21,751         22,049           27,689         27,556         27,877         28,227         28,616         28,973         29,351         29,754           15,311         15,238         15,415         15,609         15,824         16,021         16,231         16,453           47,980         47,749         48,305         48,912         49,586         50,204         50,860         51,557           66,567         66,247         67,018         67,860         68,795         69,653         70,563         71,530           4,944         4,920         4,977         5,040         5,109         5,173 <td>74,397         75,902         77,333         78,630         79,913         81,218         82,505         83,797         85,121           15,751         15,675         15,857         16,057         16,278         16,481         16,696         16,925         17,187           40,192         39,999         40,465         40,973         41,538         42,056         42,605         43,189         43,856           11,864         11,807         11,945         12,095         12,261         12,414         12,576         12,749         12,946           20,519         20,420         20,658         20,918         21,206         21,470         21,751         22,049         22,390           27,689         27,556         27,877         28,227         28,616         28,973         29,351         29,754         30,213           15,311         15,238         15,415         15,609         15,624         16,021         16,231         16,453         16,707           47,980         47,749         48,305         48,912         49,586         50,204         50,860         51,557         52,354           46,567         66,247         67,018         67,860         68,795         69,653         <td< td=""><td>74,397         75,902         77,333         78,630         79,913         81,218         82,505         83,797         85,121         86,451           15,751         15,675         15,857         16,057         16,278         16,481         16,696         16,925         17,187         17,448           40,192         39,999         40,465         40,973         41,538         42,056         42,605         43,189         43,856         44,524           11,864         11,807         11,945         12,095         12,261         12,414         12,576         12,749         12,946         13,143           20,519         20,420         20,658         20,918         21,206         21,470         21,751         22,049         22,330         22,731           27,689         27,556         27,877         28,227         28,616         28,973         29,351         29,754         30,213         30,674           47,980         47,749         48,305         48,912         49,586         50,204         50,860         51,557         52,354         53,161           66,567         66,247         67,018         67,860         68,795         69,653         70,563         71,530         72,635</td></td<></td>	74,397         75,902         77,333         78,630         79,913         81,218         82,505         83,797         85,121           15,751         15,675         15,857         16,057         16,278         16,481         16,696         16,925         17,187           40,192         39,999         40,465         40,973         41,538         42,056         42,605         43,189         43,856           11,864         11,807         11,945         12,095         12,261         12,414         12,576         12,749         12,946           20,519         20,420         20,658         20,918         21,206         21,470         21,751         22,049         22,390           27,689         27,556         27,877         28,227         28,616         28,973         29,351         29,754         30,213           15,311         15,238         15,415         15,609         15,624         16,021         16,231         16,453         16,707           47,980         47,749         48,305         48,912         49,586         50,204         50,860         51,557         52,354           46,567         66,247         67,018         67,860         68,795         69,653 <td< td=""><td>74,397         75,902         77,333         78,630         79,913         81,218         82,505         83,797         85,121         86,451           15,751         15,675         15,857         16,057         16,278         16,481         16,696         16,925         17,187         17,448           40,192         39,999         40,465         40,973         41,538         42,056         42,605         43,189         43,856         44,524           11,864         11,807         11,945         12,095         12,261         12,414         12,576         12,749         12,946         13,143           20,519         20,420         20,658         20,918         21,206         21,470         21,751         22,049         22,330         22,731           27,689         27,556         27,877         28,227         28,616         28,973         29,351         29,754         30,213         30,674           47,980         47,749         48,305         48,912         49,586         50,204         50,860         51,557         52,354         53,161           66,567         66,247         67,018         67,860         68,795         69,653         70,563         71,530         72,635</td></td<>	74,397         75,902         77,333         78,630         79,913         81,218         82,505         83,797         85,121         86,451           15,751         15,675         15,857         16,057         16,278         16,481         16,696         16,925         17,187         17,448           40,192         39,999         40,465         40,973         41,538         42,056         42,605         43,189         43,856         44,524           11,864         11,807         11,945         12,095         12,261         12,414         12,576         12,749         12,946         13,143           20,519         20,420         20,658         20,918         21,206         21,470         21,751         22,049         22,330         22,731           27,689         27,556         27,877         28,227         28,616         28,973         29,351         29,754         30,213         30,674           47,980         47,749         48,305         48,912         49,586         50,204         50,860         51,557         52,354         53,161           66,567         66,247         67,018         67,860         68,795         69,653         70,563         71,530         72,635

#### **ATTACHMENT A-2**

TO THE SPECIFICATIONS FOR SERVICE UNDER THE
NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT (NITSA)
BETWEEN
NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY
AND DUKE ENERGY PROGRESS, INC.

FORM OF DELIVERY POINT DATA SHEETS

#### **DELIVERY POINT DATA SHEET**

1.	NCEMPA Participant	_		
2.	Location	_		
3.	Effective Date	_		
4.	Delivery Point Name and Location	_		
5.	Delivery Point Voltage	_		
6.	Point of Connection			
	A. Name	_		
	B. Number	_		
	C. Physical Location	_		
	D. Firm Capacity of:	_		
	E. Voltage	_		
	F. Metered Voltage	_		
	G. Location of Meter	_		
7.	Special Facilities or Cond	itions —		
		_		
**	CEPTED BY NCEMPA	Name:		
AC	CEFTED BY NCEMPA	Title:		
		Date:		
AC	CEPTED BY DEP	Name:		
		Title:		
		Date:	_	

#### ATTACHMENT B-1

TO THE SPECIFICATIONS FOR SERVICE UNDER THE
NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT (NITSA)
BETWEEN
NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY
AND DUKE ENERGY PROGRESS, INC.

**DELIVERY FACILITIES CHARGES** 

#### **DELIVERY FACILITIES CHARGES**

Transmission Customer will compensate Transmission Provider for Transmission Customer's share of the cost of Delivery Facilities (facilities beyond the Delivery Points that are used to deliver capacity and energy from the Transmission System to the systems of Transmission Customer's municipal participants at each Delivery Point). The charges for Delivery Facilities in each month shall be calculated in accordance with the formulas set forth below, based upon the operating voltage (transmission voltage or distribution voltage) of specific Delivery Facilities at a Delivery Point.

Delivery Facilities Charge for Transmission Voltage Delivery Facilities	=	(CACRes .	CACE	RAFI	x	MFCR <sub>TV</sub>
Delivery Facilities Charge for Distribution Voltage Delivery Facilities	-	(CACREF.	CACR	lar)	×	MFCR <sub>DV</sub>
CACR	ter =	OCEF	×	RF		
CACR	AF =	OCAF	×	RF		

Terms used in the foregoing formulas shall have the following meanings:

CACR<sub>EF</sub> ("Customer-Assigned Cost Responsibility – Existing Facilities"): the portion (in \$) of the Original Cost of Delivery Facilities in service as of July 1, 2008 and located at Transmission Customer's Delivery Points for which Transmission Customer shall bear cost responsibility for purposes of calculating Delivery Facilities Charges.

CACR<sub>AF</sub> ("Customer-Assigned Cost Responsibility – Additional Facilities"): the portion (in \$) of the Original Cost of Delivery Facilities placed in service on and after July 1, 2008 and located at Transmission Customer's Delivery Points for which Transmission Customer shall bear cost responsibility for purposes of calculating Delivery Facilities Charges. In any year, CACR<sub>AF</sub> shall be determined as the product of the Original Cost of Additional Facilities (Delivery Facilities placed in service on and after July 1, 2008) times the RF for that year.

OC<sub>EF</sub> ("Original Cost of Existing Facilities"): for any Delivery Point, the asset costs of Delivery Facilities placed in service before July 1, 2008, as set forth in the Delivery Facilities Investment Data Sheet for such Delivery Point that is in effect as of July 1, 2008. These values, shall not change during the term of the NITSA except (as set forth below) as necessary to reflect the Transmission

Provider's remaining book investment in existing Delivery Facilities that later may be retired from service.

OC<sub>AF</sub> ("Original Cost of Additional Facilities"): for any Delivery Point, the asset costs of new Delivery Facilities or modifications to existing Delivery Facilities that are placed in service on and after July 1, 2008, as properly recorded by Transmission Provider in FERC Accounts 360 through 369 (or their successor accounts) and reflected on a new or modified Delivery Facilities Investment Data Sheet for that Delivery Point.

OC<sub>EF</sub> and OC<sub>AF</sub> shall be reduced from time to time by an appropriate share of the Transmission Provider's remaining book investment in existing or new Delivery Facilities that were reflected in the determination of OC<sub>EF</sub> or OC<sub>AF</sub> (as applicable) but that later are retired from service.

RF ("Responsibility Factor"): For Delivery Points where the Transmission Customer is the sole user of the Delivery Facilities, RF shall equal 1.0. For Delivery Points where the Transmission Customer is not the sole user of the Delivery Facilities, RF shall be calculated as follows:

RF =

(Transmission Customer metered demand at hour of peak annual demand on Delivery Facility)
divided by

(Total demand on Delivery Facility at hour of peak annual demand on Delivery Facility)

The Transmission Provider shall update the values used for RF each calendar year based on the most recent available load data.

MFCR<sub>TV</sub> ("Monthly Fixed Charge Rate – Transmission Voltage"): A rate, expressed as a decimal value, representing one-twelfth of the annual cost of ownership of Delivery Facilities operated at transmission voltage (115 kV and higher). The current MFCR<sub>TV</sub> value is 1.10%.

MFCR<sub>DV</sub> ("Monthly Fixed Charge Rate – Distribution Voltage"): A rate, expressed as a decimal value, representing one-twelfth of the annual cost of ownership of Delivery Facilities operated at distribution voltage (below 115 kV). The current MFCR<sub>DV</sub> value is 1.18%.

The values used for MFCR<sub>TV</sub> and MFCR<sub>DV</sub> may be changed by the Transmission Provider only pursuant to a filing made under Section 205 of the Federal Power Act, and by the Transmission Customer only pursuant to a filing made under Section 206 of the Federal Power Act.

Effective July 1, 2014, Transmission Customer shall pay the following monthly Delivery Facilities charges:

Delivery Facilities Charge for Transmission Voltage Delivery Facilities = \$13,113.49/month

Delivery Facilities Charge for Distribution Voltage Delivery Facilities = \$116,514.62/month

#### **ATTACHMENT B-2**

TO THE SPECIFICATIONS FOR SERVICE UNDER THE
NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT (NITSA)
BETWEEN
NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY
AND DUKE ENERGY PROGRESS, INC.

ORIGINAL COST OF EXISTING DELIVERY FACILITIES AND INITIAL CUSTOMER-ASSIGNED COST RESPONSIBILITY FOR EXISTING DELIVERY FACILITIES

### Cost Responsibility for Existing Power Agency Municipal Participant Distribution Delivery Facilities

(a)	(b)	(c)	(d)	(e)	(f)
<b>Delivery Point</b>	OCEF	OCAF	CACREF	CACRAF	CACRTOTAL
Apex #2 and #3	\$1,531,103	0	\$1,531,103	0	\$1,531,103
Apex#4		12,389		12,389	12,389
Apex #5		14,067		14,067	14,067
Benson #1	1,247,074	149,105	401,063	167,608	568,671
Clayton #1	1,611,560	2,435,934	560,148	694097	1,254,245
Farmville #1	1,450,836	(1,450,836)	0	0	0
Farmville # 2	0	14,586	0	14,586	14,586
Fremont #1	562,283	0	217,739	0	217,739
Hookerton #1	889,473		144,102	0	144,102
Kinston #1	52,117		52,117	0	52,117
LaGrange #1	625,884		317,067	0	317,067
Laurinburg #1	770,049		548,129	0	548,129
Louisburg #1	1,004,227		515,842	0	515,842
Lumberton #2	39,671		39,671	0	39,671
Lumberton #3	22,560		22,560	0	22,560
Lumberton #4		10,740		10,740	10,740
New Bern #1	11,869		11,869	0	11,869
New Bern #2	52,988		52,988	0	52,988
New Bern #3	1,002,374		456,188	0	456,188
New Bern #4	2,641		2,641	0	2,641
New Bern Lewis Farm Rd.		12,803		12,803	12,803
Pikeville #1	621,744	(44,673)	166,780	0	166,780
Red Springs #1	517,037		441,431	0	441,431
Selma #2	671,869		507494	0	507494
Selma #3	0	15,664	0	15,664	15,664
Smithfield #1	553,433		553,433	0	553,433
Smithfield # 2	0	8,650	0	8,650	8,650
Southport #1	1,088,355		532,692	0	532692
Wake Forest #2	1,429,433		1,429,433	0	1,429,433
Wake Forest #3		15,219		15,219	15,219
Wilson #1 through 11	399,986	0	399,986	0	399,986
Investment in metering, telemetering, and related equipment (combined system load signal)	3,821		3,821	0	3,821
Total Distribution	\$16,162,387	\$ 1,193,648	\$8,908,297	\$ 965,823	\$ 9,874,120

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necessary to provide Network Integration Service of Network Contract

All containing equipment shall auritums to Good Utility Practice and. If it is electrically located as the Transmission Provider's Central Area, the standards and practices of the Transmission Provider's Control Area. Prior to installation of any insulation equations to the Transmission.

8.2 Anciliary Services Charges:

with such standards or practices.

Motioning squipment increasingly to private frequent integrations cheeduling, System Control and Dispatch Service at the Agreement is included within the Delivery Facilities privated by Transmission Privated private and Affairment in Control of the Affairment in Control of the

Transmission Provides pursuant to Section 10 and Attachment B-1 and Section 10 and Attachment B-1 and Section 10 and Dispatch Service shall be the dispatch section capacity and energy receptor Schedule 1 of the Tariff.

by meters installed and maintained by the Transmission Customer at the

Transmisson Customers, Network Resources of such Network Resources and electron with the Prince of Transmission Customer's load for purposes of computation of the When measurement is made at any location often the as a Prince Transmission Customer's load for purposes of computation of the When measurement is made at any location often than a Prince of the Section of the Section

The control of the co

The charges for Reactive Supply and Voltage Control from Generation Sources Service shall be per Schedule 2 of the Tariff.

Joseph and to tested at least devicate, and authorition of important production and authorition of the purposes of calculating the material at a Notion Resources or National Loads used for The Transmission Customer's load used for the purposes of calculating the material at a Notion Resources or National Loads used for The Transmission Customer's load used for the purposes of calculating the material at a Notion Resources of the Transmission Powder with a region of the purpose of the Transmission Powder with a region of the purpose of the Transmission Powder with a region of the purpose of the Transmission Powder with a region of the Transmission Powder with a region of the Transmission System Iosses minus the Transmission Customer's Retained Capacity (as

Administration ("SEPA"), plus the associated DEP transmission system losses minus the Transmission Customer's Retained Capacity (as identified in Section 3.0 (1) of the Specifications for Network Integration Transmission Service).

3 Regulation and Frequency Response Service

The charges for Regulation and Frequency Response Service shall be per Schedule 3 of the Tariff. The Transmission Customer has initially made alternative comparable arrangements to satisfy its Regulation and Frequency Response Service obligation through its (i) 1981 Power Coordination Agreement with DEP (the "1981 PCA"), and (ii) Supplemental Load Agreements with DEP dated December 23, 2002 and February 25, 2005.

4 Energy Imbalance Service

The charges for Energy Imbalance Service shall be per Schedule 4 of the Tariff. The Transmission Customer has initially made alternative comparable arrangements to satisfy its Energy Imbalance Service obligation through its (i) 1981 Power Coordination Agreement with DEP (the "1981 PCA"), and (ii) Supplemental Load Agreements with DEP dated December 23, 2002 and February 25, 2005.

5 Operating Reserve - Spinning Reserve Service

The charges for Operating Reserve - Spinning Reserve Service shall be per Schedule 5 of the Tariff. The Transmission Customer has initially made alternative comparable arrangements to satisfy its Operating Reserve - Spinning Reserve Service obligation through its (i) 1981 Power Coordination Agreement with DEP (the "1981 PCA"), and (ii) Supplemental

5.0

necessary for the telemetry to be received by the Transmission Provider's Energy Control Agreements with DEP dated December 23, 2002 and February 25, 2005

The Transmission Customer has load located outside the Transmission Provider's Conting Reserve The Fransmission Customer currently provides and shall continued of continued o

(c) Each Party Supplemental Color Agreement with DEP (the "1981 PCA"), and (ii) Each Party Supplemental Color Agreements with DEP dated Section 23, 2002 and modifications of the party Supplement this Section.

9.0 Nothing contained herein shall be construed as affecting in any way the Transmission

perating dregistrate all make application to the Federal Energy Regulatory

Commission, or other regulatory agency having jurisdiction, for any change in the Tariff or

- (a) tribuil/kartemission/Gustemer 25 all toperate lib-generating repolates inside short and smission/Gustemer 25 all toperate lib-generating repolates inside short and smission providers booking white make restricted with that Copurers and smission providers booking voltage graduates, free therefor response, meeting power factor requirements at the point of
- 10.0 The reconnection with the branchisting benefit provided and other such customic sources of the beginning to industry the Attanamic sources of the second secon
- (b) Delivery Facilities Charges calculated as set forth in Attachment 8-1 to the Wiscontrol area, the Transmission Customer shall maintain a power factor of 100% to 90% lagging at each point of delivery determined on the basis of the 60-minute metered or computed reactive demand (kVar) for each hour of the month and the corresponding 60-minute metered or computed kilowatt demand for that hour.

In addition, the Transmission Customer shall maintain a power factor of 100% to 95% lagging at each point of delivery, determined on the basis of the 60-minute metered or computed kilowatt demand at the time of DEP's monthly transmission system peak and the corresponding 60-minute reactive demand (kVar) for that hour.

To the extent the Transmission Customer owns or operates reactive devices which would cause reactive power to flow onto the DEP system, DEP and the Customer will develop procedures governing the Customer's delivery of reactive power to the DEP system.

In the event that the Transmission Customer does not satisfy the power factor requirements outlined above, or the Parties cannot agree on the procedures governing the customer's delivery of reactive power, or the Parties cannot agree on the efforts to be undertaken by the Transmission Customer to satisfy the power factor requirements within an agreed upon period of time, DEP reserves the right to make a unilateral filing with FERC under Section 205 of the Federal Power Act seeking authorization to either (i) assess appropriate charges to the Transmission Customer for reactive power supplied to the Transmission Customer by DEP up to the level of minimum power factor requirement, or (ii) install power factor

### (Modified graphics)

correction equipment sufficient to bring the Transmission Customer's power factor into compliance with the power factor requirements, and to assess the Transmission Customer the reasonable cost of such

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by

(c) Insofar as practicable, the Transmission Provider and the Transmission
Customer shall protect, operate, and maintain their respective systems so
Transmission Bracilic or minimize the likelihood of disturbances which might cause
impairment of service on the system(s) of the other. The Parties shall
implement load shedding programs to maintain the reliability and integrity
of the Transmission System, consistent with the standards of NERC and
Name: SERROwalsomanded in Sections 33.6 and 4200 of the Tariff. Load shedding
shall include: (1) automatic load shedding by under frequency relay or (2)
Title: Via Pasident Transmission System Dianning & Operations
Transmission Provider will implement load
shedding to maintain the relative sizes of load served, unless otherwise
required by circumstances beyond the control of the Transmission
Provider or the Transmission Customer. Automatic load shedding devices will operate without notice. When manual load shedding is
Transmission Provider shall notify the Transmission

Transmission Provider shall notify the Transmission Customer's dispatchers or schedulers of the required action and the Transmission Customer shall comply within ten minutes.

(d)

The Pransmission Customer shall, at its own expense, provide, operate, Name:an/dimaintainuin service high—speed, digital under frequency load shedding equipment. For load served in or from the DEP Zone, the Transmission of the Transmission of the Transmission of the Transmission of the Transmission Provider.

It is a straightful to the Transmission Provider.

The installation of under frequency relays to accomplish any load shedding in addition to that already installed shall be completed on a schedule agreed to by the Network Operating Committee. The Network Operating Committee may review the amount of load that would be disconnected automatically, and make such adjustments and changes as necessary.

- (e) In the event the Transmission Provider modifies the load shedding system, the Transmission Customer shall, at its expense, make changes to its equipment and the settings of such equipment, as required. The Transmission Customer shall test and inspect the load shedding equipment within ninety (90) days of taking Network Integration Transmission Service or Network Contract Demand Transmission Service under the Tariff and thereafter in accordance with Good Utility Practice, and provide a written report to the Transmission Provider. The Transmission Provider may request a test of the load shedding equipment with reasonable notice.
- (f) The Transmission Customer shall ensure that all Network Resources meet the Transmission Provider's requirements for parallel operation of non-utility generation.

The Transmission Customer shall not permit any generating unit greater IN WITHERS WHITHER TO be repeated in partial Pertine Asserting with their respective and their respective and the Transmission Provider's system without the written approval of the Transmission Provider's Network Operating Committee

Transmissional Transmission Provider's Network Operating Committee

By: operated in localist with the Transmission Provider may take any and all Name: artifopriate action necessary to prevent the parallel operation of such generation. These actions may include but are not limited to, ensuring reliability and satetylet the Transmission Provider's system by whatever means necessary.

(g) Parallel Operation or Transfers of Load Between Points of Connection

(1) Planning Transmission Customer:

By:

The Transmission Customer shall not permit any Point of Delivery to be operated in parallel with another Point of Delivery, or transfer load between Points of Delivery, unless the Transmission Provider has first approved the arrangement. The Transmission Provider

Name: Matthew shall grant such approval unless the reliability of its system and its ability to measure energy at any Point of Delivery would be

Title: Chief Opadwegsallyeaffastland/by such operation in parallel or load transfer. Electricitians and allowing shall be done with the prior consent of the Transmission Provider Energy Control Center System Operator.

(2) Operations

The Transmission Customer will be permitted to parallel Points of Delivery or to transfer loads for purposes of emergencies, maintenance, construction, or restoration of service with the prior consent of the Transmission Provider Energy Control Center System Operator.

#### 6.0 Operational Information

The Transmission Customer shall provide data needed for the safe and reliable operation of the Transmission Customer's and the Transmission Provider's Control Area and to implement the provisions of the Tariff. The Transmission Provider will treat this information as confidential and will not divulge it to its marketing personnel.

(a) The Transmission Customer served from the DEP Zone shall provide by September 1<sup>st</sup> of each year the Customer's Network Resource availability forecast (e.g., all planned resource outages, including off-line and on-line dates) for the following year. Such forecast shall be made in accordance with Good Utility Practice. The Transmission Customer shall inform the Transmission Provider, in a timely manner, of any changes to the Transmission Customer's Network Resource availability forecast. In the event that the Transmission Provider determines that such forecast cannot be accommodated due to a transmission constraint on its Transmission System, and such constraint may jeopardize the security of its Transmission System or adversely affect the economic operation of either the Transmission Provider of the Transmission Customer, the provisions of Sections 33.2 and 42.2 of the Train will be implemented.

- (9)0 Theol ransmission Customer served from the DEP Zone shall provide at least 14 calendar days advance notice of the Transmission Customer's Shest-fire-cast of amysplanting transmission or Network Resource outage(s) and other operating information that the Transmission Provider deems Tapping nate: Information that such planned outages cannot be in the Service Agreement is not terminated by the Transmission Provider or the Transmission Customer has believed Agreement with continuous provider or the Transmission Customer by successive five-year term by the Transmission Provider or the Transmission Customer by
- (c) giving ribrans/mission/Ribviden/amphthes/Riansmission/Questorner shallshotify Parkd coordinate with as much advance notice as reasonably possible with
- 2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates, indirectly have adverse effects on the reliability and security of the other The Transmission Customer has capacity and energy pursuant to 1) agreements with Duke Energy Progress, LLC with capacity and energy made available in the DEP Eastern
- (d) control area, 2) an agreement with Southeastern Power Administration (SEPA) with capacity and energy originating norm SEPA's Ren hydroelectric project in the Continuous Virgination Separation at the Continuous Contin
  - (1) Transmission Customer Generation Owned or Leased:

#### 7.0 Network Planning

In order for the Transmission Provider to plan, on an ongoing basis, to meet the Transmission Customer's requirements for Network Integration Service, the Transmission Customer served from the DEP Zone shall provide, by January 1<sup>st</sup> of each year, updated information (current year and 15-year projections) for Network Loads and Network Resources, as well as any other information reasonably necessary to plan for Network Integration Service. This type of information is consistent with the Transmission Provider's information requirements for planning to serve its Native Load Customers. The data will be provided in a format consistent with that used by the Transmission Provider.

#### 8.0 Character of Service

Power and energy delivered under the Service Agreement and this NOA shall be delivered as three-phase alternating current at a nominal frequency of sixty (60) Hertz, and at the nominal voltages at the delivery and receipt points.

#### 9.0 Transfer of Power and Energy Through Other Systems

Since the Transmission Provider's Transmission System is, and will be, directly and indirectly connected with other electric systems, it is recognized that, because of the physical and electrical characteristics of the facilities involved, power delivered under the Service Agreement and this NOA may flow through such other systems. The Parties agree to advise other electric systems as

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deemed appropriate of such scheduled transfers and to attempt to maintain good relationships with affected third parties. If the Transmission Provider is charged by another electrical system for loop now charges, then the Transmission Provider rinày seric descréppe provident de la light de mittre d'ambient de la light de la

10.0 Notice

Power control area, operated by the U.S. Army Corps of Engineers, and marketed by the Southeastern Power Administration ("SEPA"). Although If any Notice considered the service by the service in the property of distinguished the Note of the service by the service agreement. Consequently, SEPA allocations will be Agreement. subtracted from the Transmission Customer's Network Load for purposes of Incorporation determining charges pursuant to paragraph 8.0 of this Service Agreement.

(b) Effective October 1, 2018, the purchase of capacity and energy from DEP
The Tariff angulstant envise Assertion and the appropriate lattice. are incorporated thereingland made acpartification fenergy to meet NCEMPA's full requirements load, net of load met by SEPA. Full Requirements Capacity and

12.0 Term

Energy under this Agreement is supplied by DEP's system of generating and purchased resources and is delivered to the DEP-East Control Area. The Full The term of this work and the removed of the second between the Rantiesand energy through December 31, 2043.

Total Network Resources = (1) + (2) = Transmission Customer's Total Network Load

#### 4.0 **Network Load**

(1) Transmission Customer Network Load:

> See Attachment A-1 for a list of the Transmission Customer's Delivery Points and the 10-year forecast for each. Detailed information about each of the Transmission Customer's Delivery Points shall be set forth in Delivery Point Data Sheets, executed by the Parties, substantially in the form set forth in Attachment A-2. Initiation of a new Delivery Point, or changes to the configuration of or investment in existing Delivery Points, shall require execution of an appropriately modified Delivery Point Data Sheet.

The Transmission Provider shall include the Transmission Customer's need for sufficient Delivery Point capability in its Transmission System planning and shall, consistent with Good Utility Practice, endeavor to construct and place into service Delivery Point capability sufficient to meet the Transmission Customer's current and forecasted Network Load at each such Delivery Point on a basis comparable to the Transmission Provider's delivery of service to its Native Load Customers. Retirement or modification of any Delivery Point (including a Delivery Point located at any jointly used delivery station) that the Transmission Provider may deem necessary in the course of satisfying the foregoing commitment shall be on a non-discriminatory basis and shall be comparable to the Transmission Provider's termination or modification of delivery stations in serving its Native Load Customers.

## (Modified graphics)

Ву	or K. R. Wilkerson (2) T	otal Net	work Load at time of most	recent annual peak
Name Title	K, R. Wilkerson Director, Power System Operations - Cardina Progress Energy Carolinas, Inc.	Date	Season (Date - Hour Ending)	Total Network Load
Transi	receion Customer	04/25/06	Summer 2018 (06/19/2018-HE 20:00)	1,501,158
Name Title	Kenneth M. Raber Sa VP Electricities Services / NCEMPA	Date	Winter 2018 (01/08/2018-HE 8:00)	1,577,804

5.0 Power Factor Requirements

The power factor requirements applicable to Transmission Customer's Delivery Points shall be as set forth in the Transmission Provider's Tariff.

- 6.0 Designation of party(ies) subject to reciprocal service obligation: None.
- 7.0 Name(s) of any Intervening Systems providing transmission service:
- 8.0 Party Responsible for Providing Real Power Losses:

Transmission Customer has initially arranged, through its contracts with Duke Energy Progress, LLC ("DEP"), for the supply of Real Power Losses associated with its transmission service in accordance with Section 28.5 of the Tariff.

#### ATTACHMENT A.1

TO THE SPECIFICATIONS FOR SERVICE UNDER THE
NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT (NITSA)
BETWEEN
NC NATUKOTIKA CAPETATUNG PAGE ASSTRACT
AND DUKE ENERGY PROGRESS, LLC

Between

Duke Energy Progress, Inc.

#### And

North Carolina Fastern Municipal Power Agency

FORECASTED DELIVERY POINT DEMANDS

Duke Energy Progress, Inc., formerly known as Carolina Power & Light Company (d/b/a Progress Energy Carolinas, Inc.) (Transmission Provider), and North Carolina Eastern Municipal Power Agency (Transmission Customer) agree that the provisions of this Network Operating Agreement (NOA) and the Service Agreement govern the Transmission Provider's provision of Network Integration Service to the Transmission Customer in accordance with DEP's Open-Access Transmission Tariff (Tariff), as it may be amended from time to time. Unless specified herein, capitalized terms shall refer to terms defined in the Tariff.

The Network Operating Committee consisting of a representative and an alternate from each Network Customer and the Transmission Provider shall: (i) coordinate operating criteria and other technical considerations required for implementation of Network Integration Transmission Service; (ii) ensure that current operating practices and procedures are consistent with the Network Operating Agreement; (iii) plan, schedule, and implement operational changes to maintain consistency with the Network Operating Agreement; and (iv) recommend, schedule, and implement Network Operating Agreement changes. Each party's authorized official will inform the other party's authorized official in writing of the representative and alternate to the Network Operating Committee as soon as practical, so that the agreement can be implemented.

#### 1.0 Control Area Requirements

The Transmission Customer shall: (i) operate as a Control Area under applicable guidelines of the North American Electric Reliability Corporation ("NERC") and the SERC Reliability Corporation ("SERC"); or (ii) satisfy its Control Area requirements, including all Ancillary Services, by contracting with the Transmission Provider; or (iii) satisfy its Control Area requirements, including all Ancillary Services, by contracting with another entity that can satisfy those requirements in a manner that is consistent with the Tariff and Good Utility Practice and satisfies NERC and SERC standards. The Transmission Customer shall plan, construct, operate and maintain its facilities and system in accordance with Good Utility Practice, which shall include, but not be limited to, all applicable guidelines of NERC and SERC, as they may be modified from time to time, and any generally accepted practices in the region that are consistently adhered to by the Transmission Provider.

2.0 Redispatch Procedures...

Redispatch Procedures 2027 2022 2024 2028 Apex 1 Apex 2 Apex 3 Apex 4 Apex 5 Ayden 1 Benson 1 If the Transmission Provider determines that redispatching resources 26,038 24 276 46 473 21 511 20 224 fincluding reductions in off system purchases and sales) to relieve an ensure the reliable operation of the Transmission System, the 7,742 resources and request the Transmission Customento redispatch its? Farmville 1 12.152 Farmille 2 3,209 324,108 Fremont 1 resources The Transmission Provider will maintain a redispatch protocol Greenville 5 and will apprise the Transmission Sustomer of its redispatch practices 72.844 and procedures as they may be modified from time to time to 20,534 6,004 La Grange 1 Laurinburg 1 Laurinburg (D) 28,680 The Transmission Customer will submit verifiable cost data for its 11,075 resources, which estimate the cost to the Transmission Customer of changing the generation output of its Network Resources to the isorganism the generation output of its Network Resources to the isorganism and its cost data will be used along with similar data for the Transmission providers resources, as the basis for least cost dispatch. The Transmission providers bulk power operations 16,054 14,079 2,000 27,210 16,451 1,939 personnel will keep this data confidential, and will not disclose it to the Transmission Provider's marketing personnel. If the Transmission Customer experiences changes to its costs the Transmission Customer aviil submit those changes to the Transmission Provider's Energy Control Center. The Transmission Provider will implement least—cost redispatch 3,440 10,761 29,725 Southport 1 Wake Forest 2 Wake Forest 3 consistent with its existing contractual obligations and its cliffent phactices 15,120 and procedures for its own resources per Sections 33.2 and 42.2 of the Washington 1 Tariff. The Transmission Customer shall respond within ten minutes to requests for redispatch from the Transmission Provider's Energy Control Center.

- (c) The Transmission Customer may audit, at its own expense, particular redispatch events (such as the cause or necessity of the redispatch) during normal business hours following reasonable notice to the Transmission Provider. Either the Transmission Customer or the Transmission Provider may request an audit of the other Party's cost data. Any audit of cost data will be performed by an independent agent at the requesting Party's cost. Such independent agent will be a nationally recognized accounting firm and will be required to keep all cost data confidential.
- (d) Once redispatch has been implemented, the Transmission Provider will book in a separate account the redispatch costs incurred by the Transmission Provider and the Transmission Customer based on the submitted cost data. The Transmission Provider and the Transmission Customer will each bear a proportional share of the total redispatch costs pursuant to Sections 33 and 42 and Attachment J of the Tariff. The redispatch charge or credit, as appropriate, will be reflected on the Transmission Customer's monthly bill.

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Stern Municipal Power Agency
U19 Forecast Annual DP NCP Demand Kilowetts at Power Agency Delivery Leve

(e)	alg the eyent any meter used to measure gapacity, and energy fails to
Wilson 1 Wilson 2	register of is found to be inaccurate, appropriate billing, adjustments.
Wilson S	45.Wased 6/8/the best info@mation awailable/?will be an reed whom by the
Wilson 4	11,353 17,351 17,345 11,300 17,442 17,460 11,547 17,555 17,661 11,749
Wilson 5 Wilson 6	18 Parties hereto 18 Any meter tested and found to be not more than 19,731 25,764 25,007 26,279 26,370 26,509
Wison 7	is percent above to below normaliwill be considered to be correct and
Wilson 8	
Wileon 9	accurate insofar as correction of billing is concerned. If, as a result of any
Wilson 10	ntest, a mater is found to register in excess of two percent either above and
Wison 11	Without a strategy as the strategy of the strategy of the strategy and the strategy of the str
Wison 12	below normal, then the reading of such meter previously taken will be want
DEP Total	1.472 Corrected according to the percentage of inaccuracy sto found, but no .552.50
Behaven	48brrection will extend beyond ninety days prior to the day on which
Edenton	22,723 22,610 22,545 22,564 22,606 22,618 22,634 22,649 22,681 22,749
Elizabeth City 1	35.inaccuracy is discovered by such test, 35.265 35.266 35.248 35.256 35.318
Elizabeth City 2	36,132 36,606 35,765 35,782 35,774 35,761 35,732 35,713 35,721 35,785 785 775 768 765 761 767 767 764 761 748 747
Harriton Herdord	
Hobgood (f)	The Transmission Provider will have the fight to install suitable metering
Robersonville*	
Scotland Neck	an upment at an Point(s) of Receipt or Pelivery as herein provided for
Tarboro 1	13 the purpose of thecking the meters installed by the Transmission 13 040
Tarboro 2	2,188 2,146 2,156 2,154 2,151 2,129 2,127 2,125 2,126 2,151
Tarboro 3	12. Customer. 12,563 12,556 12,536 12,523 12,510 12,502 12,507 12,534 10,796 10,690 10,636 10,630 10,613 10,602 10,591 10,584 10,588 10,611
Tarboro 4 Tarboro 5	10,756 10,659 10,636 10,630 10,633 10,602 10,591 10,584 10,588 10,611 9,126 9,044 8,991 8,965 8,971 8,962 8,953 8,947 8,950 8,970
VEPCO (Q)	The Transmission Customer will read the meters owned by it, except as 740
Agency Total	may be mutually agreed, and will furnish to the Transmission Provider all
and the same	meter readings and other information required for operations and for
	billing purposes. Such information will remain available to the
	one delivery point with 3 posturing points (2) 400 agreement of 10.400 metering point, all at one delivery for load forecasting purposes. Since the load
	d by city the find Sellicy Sellic for intending point level, Roberts Sellicens as one delivery point. The NCEMPA forecast files do not contain a
Robersonville 2 and	3, only Robersonville 1.

#### 4.0 Control Area and Data Equipment

(a) Unless otherwise agreed, the Transmission Provider will be responsible for the installation, modification, operation, maintenance, repair and replacement of all data acquisition equipment, protection equipment, and any other associated equipment and software, which may be required by either Party for the Transmission Customer to operate in accordance with its choice under Section 1.0 of this NOA.

Such equipment shall conform to Good Utility Practice and, if the Transmission Customer is electrically located within the Transmission Provider's Control Area, the standards and practices of the Transmission Provider's Control Area. Prior to installation of any such equipment by Transmission Customer or its agents, the Transmission Provider and the Transmission Customer shall review the equipment and software required by this Section to ensure conformance with such standards or practices.

(b) The selection of real time telemetry and data to be received by the Transmission Provider's Energy Control Center and the Transmission Customer shall be at the reasonable discretion of the Transmission Provider's Control Area, as deemed necessary for reliability, security, economics, and/or monitoring of system operations. This telemetry includes, but is not limited to, loads, line flows, voltages, generator output, and breaker status at any of the Transmission Customer's transmission facilities. To the extent telemetry is required that is not available, the Transmission Customer shall, at its own expense, install any metering equipment data acquisition equipment, or other equipment and software

## Cost Responsibility for Existing Power Agency Municipal Participant Transmission A Delivery Facilities

#### TO THE SPECIFICATIONS FOR SERVICE UNDER THE

	NORTHENRES	NACHASTERN	MEEN MUNICIPAL PO Y PROGRESS,		
	OCEF	OCAF	CACREF	CACRAF	CACRTOTAL
Ayden #1	\$79,383		\$79,383		\$79,383
Greenville #1, #2 and #3	742,482	(394,981)	742,482	(394,981)	347,501
Rocky Mount #1	310,574		310,574		310,574
Washington #1	157,956		157,956		157,956
Wilson 230 kV POD	296,721		296,721		296,721
Total Transmission	\$1,569RM OF	DELLYERY	POINTPATA	SH(354,981)	\$1,192,135

#### **DELIVERY POINT DATA SHEET**

1.	NCE	EMPA Participant	_			
2.	Loca	ation				
3.	Effe	ctive Date				
4.		very Point Name and ation	_			
5.	Deli	very Point Voltage	_			
6.	Poir	nt of Connection				
	A.	Name	_			
	B.	Number				
	C.	Physical Location				
	D.	Firm Capacity of:				
	E.	Voltage				
	F.	Metered Voltage				
	G.	Location of Meter				
7.		cial Facilities or Cond	itions —			
	Ope	cial Pacifices of Coro	_			
			-			
			-			
AC	CEPT	ED BY NCEMPA	Name:			
			Title:			
			Date:	_		
AC	CEPT	ED BY DEP	Name:			
			Title: Date:	_		

#### **ATTACHMENT B-1**

TO THE SPECIFICATIONS FOR SERVICE UNDER THE
NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT (NITSA)
BETWEEN
NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY
AND DUKE ENERGY PROGRESS, LLC

**DELIVERY FACILITIES CHARGES** 

#### **DELIVERY FACILITIES CHARGES**

Transmission Customer will compensate Transmission Provider for Transmission Customer's share of the cost of Delivery Facilities (facilities beyond the Delivery Points that are used to deliver capacity and energy from the Transmission System to the systems of Transmission Customer's municipal participants at each Delivery Point). The charges for Delivery Facilities in each month shall be calculated in accordance with the formulas set forth below, based upon the operating voltage (transmission voltage or distribution voltage) of specific Delivery Facilities at a Delivery Point.

Delivery Facilities Charge for Transmission Voltage Delivery Facilities		(CACREF CACRAF)	+		x	MFCRTV
Delivery Facilities Charge for Distribution Voltage Delivery Facilities	=	(CACREF+	CACE	RAF)	x	MFCRov
CACREF	=	OCEF	×	RF		
CACRAE	=	OCAF	X	RF		

Terms used in the foregoing formulas shall have the following meanings:

CACREF ("Customer-Assigned Cost Responsibility - Existing Facilities"): the portion (in \$) of the Original Cost of Delivery Facilities in service as of July 1, 2008 and located at Transmission Customer's Delivery Points for which Transmission Customer shall bear cost responsibility for purposes of calculating Delivery Facilities Charges.

CACRAF ("Customer-Assigned Cost Responsibility - Additional Facilities"): the portion (in \$) of the Original Cost of Delivery Facilities placed in service on and after July 1, 2008 and located at Transmission Customer's Delivery Points for which Transmission Customer shall bear cost responsibility for purposes of calculating Delivery Facilities Charges. In any year, CACRAF shall be determined as the product of the Original Cost of Additional Facilities (Delivery Facilities placed in service on and after July 1, 2008) times the RF for that year.

OCEF ("Original Cost of Existing Facilities"): for any Delivery Point, the asset costs of Delivery Facilities placed in service before July 1, 2008, as set forth in the Delivery Facilities Investment Data Sheet for such Delivery Point that is in effect as of July 1, 2008. These values, shall not change during the term of the NITSA

except (as set forth below) as necessary to reflect the Transmission Provider's remaining book investment in existing Delivery Facilities that later may be retired from service.

OCAF ("Original Cost of Additional Facilities"): for any Delivery Point, the asset costs of new Delivery Facilities or modifications to existing Delivery Facilities that are placed in service on and after July 1, 2008, as properly recorded by Transmission Provider in FERC Accounts 360 through 369 (or their successor accounts) and reflected on a new or modified Delivery Facilities Investment Data Sheet for that Delivery Point.

OCEF and OCAF shall be reduced from time to time by an appropriate share of the Transmission Provider's remaining book investment in existing or new Delivery Facilities that were reflected in the determination of OCEF or OCAF (as applicable) but that later are retired from service.

RF ("Responsibility Factor"): For Delivery Points where the Transmission Customer is the sole user of the Delivery Facilities, RF shall equal 1.0. For Delivery Points where the Transmission Customer is not the sole user of the Delivery Facilities, RF shall be calculated as follows:

RF =

(Transmission Customer metered demand at hour of peak annual demand on Delivery Facility)

(Total demand on Delivery Facility at hour of peak annual demand on Delivery Facility)

The Transmission Provider shall update the values used for RF each calendar year based on the most recent available load data.

MFCR<sub>TV</sub> ("Monthly Fixed Charge Rate - Transmission Voltage"): A rate, expressed as a decimal value, representing one-twelfth of the annual cost of ownership of Delivery Facilities operated at transmission voltage (115 kV and higher). The current MFCR<sub>TV</sub> value is 0.89%.

MFCR<sub>DV</sub> ("Monthly Fixed Charge Rate - Distribution Voltage"): A rate, expressed as a decimal value, representing one-twelfth of the annual cost of ownership of Delivery Facilities operated at distribution voltage (below 115 kV). The current MFCR<sub>DV</sub> value is 1.05%.

The values used for MFCR<sub>TV</sub> and MFCR<sub>DV</sub> may be changed by the Transmission Provider only pursuant to a filing made under Section 205 of the Federal Power Act, and by the Transmission Customer only pursuant to a filing made under Section 206 of the Federal Power Act.

Effective January 1, 2020, Transmission Customer shall pay the following monthly Delivery Facilities charges:

Delivery Facilities Charge for Transmission Voltage Delivery Facilities = \$10,973.09 /month

Delivery Facilities Charge for Distribution Voltage Delivery Facilities = \$84,757.76 /month

A Delivery Point may be terminated by either Transmission Provider or Transmission Customer upon reasonable notice. In the event that the termination of the Delivery Point results in the Early Retirement (as defined in Section 3.a below) of any of the Transmission Provider's facilities covered by these distribution rates or any of the Transmission Customer's facilities interconnected with such Transmission Provider's facilities, the Transmission Provider or the Transmission Customer, as applicable, shall be responsible for paying to the other party a Loss Due to Early Retirement ("LDER") calculated as follows:

1. If Transmission Provider is the initiator of the termination of the Delivery Point, Transmission Provider shall be responsible for paying to Transmission Customer any LDER incurred by Transmission Customer involving Transmission Customer's facilities interconnected with Transmission Provider's facilities at the Delivery Point. In such event, Transmission Customer's LDER shall consist of the sum of (a) the net book value of the Transmission Customer's facilities interconnected with Transmission Provider's facilities at the Delivery Point, plus actual cost of removal, less any actual salvage value, all as calculated using Transmission Customer's standard accounting practices, and (b) Transmission Customer's Reintegration Costs.

Reintegration Costs shall include the direct labor costs (plus a reasonable percentage for regular employee fringe benefits and a reasonable percentage for engineering and supervision, cost of use of equipment, cost of materials, and miscellaneous expenses) that Transmission Customer incurs in connecting, by the most practical and direct route, (a) the Transmission Customer's lines that were previously connected with the terminated Delivery Point with (b) the Delivery Point that replaces the terminated Delivery Point. Reintegration Costs will be calculated consistent with the standard methodology being used by the Transmission Customer at that time for calculations of this kind.

<sup>&</sup>lt;sup>1</sup> For purposes of this Attachment B-1, "termination" of a Delivery Point means the Transmission Customer's permanent removal of all load from the point of electrical connection or at the voltage specified in the Delivery Point Data Sheet in effect for that Delivery Point immediately prior to the load removal.

2. If Transmission Customer is the initiator of the termination of the Delivery Point, Transmission Customer shall be responsible for paying to Transmission Provider any LDER incurred by Transmission Provider involving the Transmission Provider facilities covered by these distribution rates. In such event, Transmission Provider's LDER shall consist of the net book value of the Transmission Provider's facilities covered by these distribution rates, plus actual cost of removal, less any actual salvage value, all as calculated using Transmission Provider's standard accounting practices.

#### Definitions

- a. A retirement shall be deemed to result in an "Early Retirement" for LDER purposes if the LDER, calculated as set forth in sections 1 and 2 herein, exceeds 20% of the sum of (a) the original cost of the asset(s) (including any additions or retirements) for which the LDER is calculated (b) actual removal costs, and (c), in the case of a termination initiated by the Transmission Provider, Reintegration Costs.
  - b. For LDER calculation purposes, "net book value" of an asset represents the original cost of the asset (including any additions or retirements) less actual accumulated depreciation for the asset as reflected in the fixed assets system of the impacted entity.
- 4. Billing Provisions. After the Delivery Point is terminated, the Transmission Provider or Transmission Customer, as applicable, shall render a bill to the other party for the Transmission Provider's or Transmission Customer's LDER (excluding the actual cost of removal and actual salvage value), and, if applicable, the Transmission Customer's Reintegration Costs. After the facilities at the Delivery Point have been removed, the Transmission Provider or Transmission Customer, as applicable, shall render a bill to the other party for the Transmission Provider's or Transmission Customer's actual cost of removal and actual salvage value. Bills rendered hereunder shall be subject to the Billing and Payment provisions of Section 7 of the Tariff.

#### **ATTACHMENT B-2**

TO THE SPECIFICATIONS FOR SERVICE UNDER THE
NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT (NITSA)
BETWEEN
NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY
AND DUKE ENERGY PROGRESS, LLC

ORIGINAL COST OF EXISTING DELIVERY FACILITIES AND INITIAL CUSTOMER-ASSIGNED COST RESPONSIBILITY FOR EXISTING DELIVERY FACILITIES

## Cost Responsibility for Existing Power Agency Municipal Participant Distribution Delivery Facilities

(a)	(b)	(c)	(d)	(e)	(f)
<b>Delivery Point</b>	OCEF	OCAF	CACREF	CACRAF	CACRTOTAL
Apex	\$1,531,103		\$1,531,103		\$1,531,103
Apex # 4		\$12,389		\$12,389	\$12,389
Apex # 5		\$28,560		\$28,560	\$28,560
Benson	\$1,396,179		\$531,665		\$531,665
Clayton	\$4,044,335		\$1,194,730		\$1,194,730
Farmville		\$14,586		\$14,586	\$14,586
Fremont	\$562,283		\$226,840		\$226,840
Hookerton	\$889,473		\$219,716		\$219,716
Kinston	\$52,117		\$52,117		\$52,117
LaGrange	\$625,884		\$315,970		\$315,970
Laurinburg	\$770,049		\$536,768		\$536,768
Louisburg	\$1,004,227		\$517,651		\$517,651
Lumberton #2	\$39,671		\$39,671		\$39,671
Lumberton #3	\$22,560		\$22,560		\$22,560
Lumberton #4		\$10,740		\$10,740	\$10,740
New Bern #1	\$11,869		\$11,869		\$11,869
New Bern #2	\$52,988		\$52,988		\$52,988
New Bern #3	\$1,002,374		\$130,900		\$130,900
New Bern #4	\$2,641		\$2,641		\$2,641
New Bern Lewis Farm Rd.		\$12,803		\$12,803	\$12,803
Pikeville	\$577,071		\$172,103		\$172,103
Red Springs	\$494,457		\$404,487		\$404,487
Selma # 2	\$671,869		\$464,694		\$464,694
Selma #3		\$15,664		\$15,664	\$15,664
Smithfield	\$553,433		\$553,433		\$553,433
Smithfield # 2		\$23,948		\$23,948	\$23,948
Southport	\$1,088,355		\$526,946		\$526,946
Wake Forest		\$14,289		\$14,289	\$14,289
Wake Forest #3		\$26,530		\$26,530	\$26,530
Wilson #1 - #11	\$399,986		\$399,986		\$399,986
Investment in metering, telemetering, and related equipment (combined system load signal)	\$3,821		\$3,821		\$3,821
Total Distribution	\$15,796,745	\$159,509	\$7,912,659	\$159,509	\$8,072,168

#### Cost Responsibility for Existing Power Agency Municipal Participant Transmission Delivery Facilities

(a)	(b)	(c)	(d)	(e)	(f)
	Transmission Voltage Delivery Facilities				
	OCEF	OCAF	CACREF	CACRAF	CACRTOTAL
Ayden	\$79,383		\$79,383		\$79,383
Greenville #1, #2 and #3	\$347,501		\$347,501		\$347,501
Rocky Mount	\$240,339	\$37,100	\$240,339	\$37,100	\$277,439
Rocky Mount #4	\$73,932		\$73,932		\$73,932
Washington	\$157,956		\$157,956		\$157,956
Wilson 230 kV POD	\$296,721		\$296,721		\$296,721
Total Transmission	\$1,407,886	\$37,100	\$1,407,886	\$37,100	\$1,232,932

#### **Network Operating Agreement**

#### Between

**Duke Energy Progress, LLC** 

And

#### North Carolina Eastern Municipal Power Agency

Duke Energy Progress, LLC, formerly known as Carolina Power & Light Company (d/b/a Progress Energy Carolinas, Inc.) (Transmission Provider), and North Carolina Eastern Municipal Power Agency (Transmission Customer) agree that the provisions of this Network Operating Agreement (NOA) and the Service Agreement govern the Transmission Provider's provision of Network Integration Service to the Transmission Customer in accordance with DEP's Open-Access Transmission Tariff (Tariff), as it may be amended from time to time. Unless specified herein, capitalized terms shall refer to terms defined in the Tariff.

The Network Operating Committee consisting of a representative and an alternate from each Network Customer and the Transmission Provider shall: (i) coordinate operating criteria and other technical considerations required for implementation of Network Integration Transmission Service; (ii) ensure that current operating practices and procedures are consistent with the Network Operating Agreement; (iii) plan, schedule, and implement operational changes to maintain consistency with the Network Operating Agreement; and (iv) recommend, schedule, and implement Network Operating Agreement changes. Each party's authorized official will inform the other party's authorized official in writing of the representative and alternate to the Network Operating Committee as soon as practical, so that the agreement can be implemented.

#### 1.0 Control Area Requirements

The Transmission Customer shall: (i) operate as a Control Area under applicable guidelines of the North American Electric Reliability Corporation ("NERC") and the SERC Reliability Corporation ("SERC"); or (ii) satisfy its Control Area requirements, including all Ancillary Services, by contracting with the Transmission Provider; or (iii) satisfy its Control Area requirements, including all Ancillary Services, by contracting with another entity that can satisfy those requirements in a manner that is consistent with the Tariff and Good Utility Practice and satisfies NERC and SERC standards. The Transmission Customer shall plan, construct, operate and maintain its facilities and system in accordance with Good Utility Practice, which shall include, but not be limited to, all applicable guidelines of NERC and SERC, as they may be modified from time to time, and any generally accepted practices in the region that are consistently adhered to by the Transmission Provider.

#### 2.0 Redispatch Procedures

- (a) If the Transmission Provider determines that redispatching resources (including reductions in off-system purchases and sales) to relieve an existing or potential transmission constraint is the most effective way to ensure the reliable operation of the Transmission System, the Transmission Provider will redispatch the Transmission Provider's resources, and request the Transmission Customer to redispatch its resources, on a least-cost basis, without regard to the ownership of such resources. The Transmission Provider will maintain a redispatch protocol and will apprise the Transmission Customer of its redispatch practices and procedures, as they may be modified from time to time.
- (b) The Transmission Customer will submit verifiable cost data for its resources, which estimate the cost to the Transmission Customer of changing the generation output of its Network Resources, to the Transmission Provider. This cost data will be used, along with similar data for the Transmission Provider's resources, as the basis for least-cost dispatch. The Transmission Provider's bulk power operations personnel will keep this data confidential, and will not disclose it to the Transmission Provider's marketing personnel. If the Transmission Customer experiences changes to its costs, the Transmission Customer will submit those changes to the Transmission Provider's Energy Control Center. The Transmission Provider will implement least-cost redispatch consistent with its existing contractual obligations and its current practices and procedures for its own resources per Sections 33.2 and 42.2 of the Tariff. The Transmission Customer shall respond within ten minutes to requests for redispatch from the Transmission Provider's Energy Control Center.
- (c) The Transmission Customer may audit, at its own expense, particular redispatch events (such as the cause or necessity of the redispatch) during normal business hours following reasonable notice to the Transmission Provider. Either the Transmission Customer or the Transmission Provider may request an audit of the other Party's cost data. Any audit of cost data will be performed by an independent agent at the requesting Party's cost. Such independent agent will be a nationally recognized accounting firm and will be required to keep all cost data confidential.
- (d) Once redispatch has been implemented, the Transmission Provider will book in a separate account the redispatch costs incurred by the Transmission Provider and the Transmission Customer based on the submitted cost data. The Transmission Provider and the Transmission Customer will each bear a proportional share of the total redispatch costs pursuant to Sections 33 and 42 and Attachment J of the Tariff. The redispatch charge or credit, as appropriate, will be reflected on the Transmission Customer's monthly bill.

#### 3.0 Metering

(a) Unless otherwise agreed and except as provided in Section 3(b), the Transmission Provider will be responsible for the installation, operation, maintenance, repair and replacement of all metering equipment necessary to provide Network Integration Service or Network Contract Demand Service.

All metering equipment shall conform to Good Utility Practice and, if it is electrically located in the Transmission Provider's Control Area, the standards and practices of the Transmission Provider's Control Area. Prior to installation of any metering equipment by the Transmission Customer or its agents, the Transmission Provider and the Transmission Customer shall review the metering equipment to ensure conformance with such standards or practices.

Metering equipment necessary to provide Network Integration Transmission Service that is in place at each Delivery Point as of the date of this Agreement is included within the Delivery Facilities provided by Transmission Provider pursuant to Section 10 and Attachments B-1 and B-2 of the NITSA.

- (b) Unless otherwise agreed, electric capacity and energy received by the Transmission Provider from the Transmission Customer will be measured by meters installed and maintained by the Transmission Customer at the Transmission Customer's Network Resources if such Network Resources are electrically located within the Transmission Provider's Control Area. When measurement is made at any location other than a Point of Receipt, suitable adjustment for losses between the point of measurement and the Point of Receipt will be agreed upon in writing between the Parties hereto and will be applied to all measurements so made. Metered receipts used in billing and accounting hereunder will in all cases include adjustment for such losses.
- (c) Electric capacity and energy delivered to the Transmission Customer's points of delivery by the Transmission Provider will be measured by meters installed at the points of delivery. When measurement is made at any location other than a Point of Delivery, suitable adjustment for losses between the point of measurement and the Point of Delivery will be agreed upon in writing between the Parties hereto and will be applied to all measurements so made. Metered receipts used in billings and accounting hereunder will in all cases include adjustments for such losses.
- (d) Meters at the Transmission Customer's Network Resources and Network Loads will be tested at least biennially. In addition, the Transmission Customer will, upon request of the Transmission Provider, test any of its meters at its Network Resources or Network Loads used for determining the receipt or delivery of capacity and energy by the Transmission Provider. Representatives of the Transmission Provider will be afforded an opportunity to witness such tests. In the event the test shows the meter to be inaccurate, the Transmission Customer will make any necessary adjustments, repairs or replacements thereon.
- (e) In the event any meter used to measure capacity and energy fails to register or is found to be inaccurate, appropriate billing adjustments, based on the best information available, will be agreed upon by the Parties hereto. Any meter tested and found to be not more than two percent above or below normal will be considered to be correct and accurate insofar as correction of billing is concerned. If, as a result of any test, a meter is found to register in excess of two percent either above or below normal, then the reading of such meter previously taken will be corrected according to the percentage of inaccuracy so found, but no correction will extend beyond ninety days prior to the day on which inaccuracy is discovered by such test.

- (f) The Transmission Provider will have the right to install suitable metering equipment at any Point(s) of Receipt or Delivery, as herein provided for the purpose of checking the meters installed by the Transmission Customer.
- (g) The Transmission Customer will read the meters owned by it, except as may be mutually agreed, and will furnish to the Transmission Provider all meter readings and other information required for operations and for billing purposes. Such information will remain available to the Transmission Provider for 3 years.
- (h) The Transmission Customer has entered into a Metering Services Agreement with the Transmission Provider for NCEMPA members participating in Virginia Electric and Power Company ("VEPCO Participants"). See Attachment A-1 for a list of the Transmission Customer's VEPCO Participant Delivery Points.

#### 4.0 Control Area and Data Equipment

(a) Unless otherwise agreed, the Transmission Provider will be responsible for the installation, modification, operation, maintenance, repair and replacement of all data acquisition equipment, protection equipment, and any other associated equipment and software, which may be required by either Party for the Transmission Customer to operate in accordance with its choice under Section 1.0 of this NOA.

Such equipment shall conform to Good Utility Practice and, if the Transmission Customer is electrically located within the Transmission Provider's Control Area, the standards and practices of the Transmission Provider's Control Area. Prior to installation of any such equipment by Transmission Customer or its agents, the Transmission Provider and the Transmission Customer shall review the equipment and software required by this Section to ensure conformance with such standards or practices.

(b) The selection of real time telemetry and data to be received by the Transmission Provider's Energy Control Center and the Transmission Customer shall be at the reasonable discretion of the Transmission Provider's Control Area, as deemed necessary for reliability, security, economics, and/or monitoring of system operations. This telemetry includes, but is not limited to, loads, line flows, voltages, generator output, and breaker status at any of the Transmission Customer's transmission facilities. To the extent telemetry is required that is not available, the Transmission Customer shall, at its own expense, install any metering equipment data acquisition equipment, or other equipment and software necessary for the telemetry to be received by the Transmission Provider's Energy Control Center.

The Transmission Customer has load located outside the Transmission Provider's Control Area. The Transmission Customer currently provides and shall continue to provide real time telemetry and data for this load to the Transmission Provider's Energy Control Center that is necessary for the provision of Network Integration Transmission Service.

(c) Each Party shall be responsible for implementing any computer modifications or changes required to its own computer system(s) as necessary to implement this Section.

#### 5.0 Operating Requirements

- (a) The Transmission Customer shall operate its generating resources inside the Transmission Provider's Control Area in a manner consistent with that of the Transmission Provider, including following voltage schedules, free governor response, meeting power factor requirements at the point of interconnection with the Transmission Provider's system, and other such criteria required by NERC and SERC, and consistently adhered to by the Transmission Provider.
- (b) When load is being served by the Transmission Customer within the DEP control area, the Transmission Customer shall maintain a power factor of 100% to 90% lagging at each point of delivery determined on the basis of the 60-minute metered or computed reactive demand (kVar) for each hour of the month and the corresponding 60-minute metered or computed kilowatt demand for that hour.

In addition, the Transmission Customer shall maintain a power factor of 100% to 95% lagging at each point of delivery, determined on the basis of the 60-minute metered or computed kilowatt demand at the time of DEP's monthly transmission system peak and the corresponding 60-minute reactive demand (kVar) for that hour.

To the extent the Transmission Customer owns or operates reactive devices which would cause reactive power to flow onto the DEP system, DEP and the Customer will develop procedures governing the Customer's delivery of reactive power to the DEP system.

In the event that the Transmission Customer does not satisfy the power factor requirements outlined above, or the Parties cannot agree on the procedures governing the customer's delivery of reactive power, or the Parties cannot agree on the efforts to be undertaken by the Transmission Customer to satisfy the power factor requirements within an agreed upon period of time, DEP reserves the right to make a unilateral filing with FERC under Section 205 of the Federal Power Act seeking authorization to either (i) assess appropriate charges to the Transmission Customer for reactive power supplied to the Transmission Customer by DEP up to the level of minimum power factor requirement, or (ii) install power factor correction equipment sufficient to bring the Transmission Customer's power factor into compliance with the power factor requirements, and to assess the Transmission Customer the reasonable cost of such equipment.

(c) Insofar as practicable, the Transmission Provider and the Transmission Customer shall protect, operate, and maintain their respective systems so as to avoid or minimize the likelihood of disturbances which might cause impairment of service on the system(s) of the other. The Parties shall implement load shedding programs to maintain the reliability and integrity of the Transmission System, consistent with the standards of NERC and SERC, as provided in Sections 33.6 and 42.6 of the Tariff. Load shedding shall include: (1) automatic load shedding by under frequency relay or (2) manual load shedding. The Transmission Provider will implement load shedding to maintain the relative sizes of load served, unless otherwise required by circumstances beyond the control of the Transmission Provider or the Transmission Customer. Automatic load shedding devices will operate without notice. When manual load shedding is necessary, the Transmission Provider shall notify the Transmission Customer's dispatchers or

schedulers of the required action and the Transmission Customer shall comply within ten minutes.

(d) The Transmission Customer shall, at its own expense, provide, operate, and maintain in service high-speed, digital under frequency load shedding equipment. For load served in or from the DEP Zone, the Transmission Customer will install under frequency relays to disconnect automatically its Network Load in a manner consistent with that followed by the Transmission Provider.

The installation of under frequency relays to accomplish any load shedding in addition to that already installed shall be completed on a schedule agreed to by the Network Operating Committee. The Network Operating Committee may review the amount of load that would be disconnected automatically, and make such adjustments and changes as necessary.

- (e) In the event the Transmission Provider modifies the load shedding system, the Transmission Customer shall, at its expense, make changes to its equipment and the settings of such equipment, as required. The Transmission Customer shall test and inspect the load shedding equipment within ninety (90) days of taking Network Integration Transmission Service or Network Contract Demand Transmission Service under the Tariff and thereafter in accordance with Good Utility Practice, and provide a written report to the Transmission Provider. The Transmission Provider may request a test of the load shedding equipment with reasonable notice.
- (f) The Transmission Customer shall ensure that all Network Resources meet the Transmission Provider's requirements for parallel operation of non-utility generation.

The Transmission Customer shall not permit any generating unit greater than 5 MW to be operated in parallel either continuously or momentarily with the Transmission Provider's system without the written approval of the Transmission Provider's Network Operating Committee representative.

For the Transmission Customer owned generation greater than 5 MW operated in parallel with the Transmission Provider's system without prior written approval, the Transmission Provider may take any and all appropriate action necessary to prevent the parallel operation of such generation. These actions may include, but are not limited to, ensuring reliability and safety of the Transmission Provider's system by whatever means necessary.

- (g) Parallel Operation or Transfers of Load Between Points of Connection
  - (1) Planning

The Transmission Customer shall not permit any Point of Delivery to be operated in parallel with another Point of Delivery, or transfer load between Points of Delivery, unless the Transmission Provider has first approved the arrangement. The Transmission Provider shall grant such approval unless the reliability of its system and its ability to measure energy at any Point of Delivery would be adversely affected by such operation in parallel or load transfer. Any and all switching shall be done with the prior consent of the Transmission Provider Energy Control Center System Operator.

#### (2) Operations

The Transmission Customer will be permitted to parallel Points of Delivery or to transfer loads for purposes of emergencies, maintenance, construction, or restoration of service with the prior consent of the Transmission Provider Energy Control Center System Operator.

#### 6.0 Operational Information

The Transmission Customer shall provide data needed for the safe and reliable operation of the Transmission Customer's and the Transmission Provider's Control Area and to implement the provisions of the Tariff. The Transmission Provider will treat this information as confidential and will not divulge it to its marketing personnel.

- (a) The Transmission Customer served from the DEP Zone shall provide by September 1st of each year the Customer's Network Resource availability forecast (e.g., all planned resource outages, including off-line and on-line dates) for the following year. Such forecast shall be made in accordance with Good Utility Practice. The Transmission Customer shall inform the Transmission Provider, in a timely manner, of any changes to the Transmission Customer's Network Resource availability forecast. In the event that the Transmission Provider determines that such forecast cannot be accommodated due to a transmission constraint on its Transmission System, and such constraint may jeopardize the security of its Transmission System or adversely affect the economic operation of either the Transmission Provider or the Transmission Customer, the provisions of Sections 33,2 and 42,2 of the Tariff will be implemented.
- (b) The Transmission Customer served from the DEP Zone shall provide at least 14 calendar days advance notice of the Transmission Customer's best forecast of any planned transmission or Network Resource outage(s) and other operating information that the Transmission Provider deems appropriate. In the event that such planned outages cannot be accommodated due to a transmission constraint on the Transmission Provider's Transmission System, the provisions of Sections 33.2 and 42.2 of the Tariff will be implemented.
- (c) The Transmission Provider and the Transmission Customer shall notify and coordinate with as much advance notice as reasonably possible with the other Party prior to the beginning of any work by the other Party (or contractors or agents performing on their behalf), which may directly or indirectly have adverse effects on the reliability and security of the other Party's system.
- (d) The Transmission Customer is responsible for replacing Real Power Losses associated with all transmission service in accordance with Sections 28.5 and 36.11 of the Tariff. The Transmission Customer must identify the party responsible for supplying Real Power Losses before the transaction takes place.

#### 7.0 Network Planning

In order for the Transmission Provider to plan, on an ongoing basis, to meet the Transmission Customer's requirements for Network Integration Service, the Transmission Customer served from the DEP Zone shall provide, by January 1st of each year, updated

information (current year and 15-year projections) for Network Loads and Network Resources, as well as any other information reasonably necessary to plan for Network Integration Service. This type of information is consistent with the Transmission Provider's information requirements for planning to serve its Native Load Customers. The data will be provided in a format consistent with that used by the Transmission Provider.

#### 8.0 Character of Service

Power and energy delivered under the Service Agreement and this NOA shall be delivered as three-phase alternating current at a nominal frequency of sixty (60) Hertz, and at the nominal voltages at the delivery and receipt points.

#### 9.0 Transfer of Power and Energy Through Other Systems

Since the Transmission Provider's Transmission System is, and will be, directly and indirectly connected with other electric systems, it is recognized that, because of the physical and electrical characteristics of the facilities involved, power delivered under the Service Agreement and this NOA may flow through such other systems. The Parties agree to advise other electric systems as deemed appropriate of such scheduled transfers and to attempt to maintain good relationships with affected third parties. If the Transmission Provider is charged by another electrical system for loop flow charges, then the Transmission Provider may seek recovery of these charges from the Transmission Customer based on his cost responsibility pursuant to § 205 of the Federal Power Act.

#### 10.0 Notice

If any Notice or request made to or by either Party regarding this NOA shall be made to the representative of the other Party as indicated in the Network Service Agreement.

#### 11.0 Incorporation

The Tariff and the Service Agreement, as may be amended from time to time, are incorporated herein and made a part hereof.

#### 12.0 Term

The term of this NOA shall be concurrent with the term of the Service Agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this NOA to be executed by their respective authorized officials.

Transmiss	on Provider:	
Ву:		
Name:	J. Samuel Holeman, III	Date
Title:	Vice President, Transmission System  Duke Energy Progress, LLC	Planning & Operations
Transmiss	ion Customer.	
Ву:	UntoSell	10/31/19
Name:	Matthew E. Schull	Date
Title:	Chief Operating Officer, NCEMPA ElectriCities of North Carolina, Inc.	

IN WITNESS WHEREOF, the Parties have caused this NOA to be executed by their respective authorized officials.

Transmiss	on Provider:	
Ву:	aphil HOT	20/29/2019
Name:	J. Samuel Holeman, III	Date
Title:	Vice President, Transmission System P Duke Energy Progress, LLC	lanning & Operations
Transmiss	ion Customer:	
Ву:		
Name:	Matthew E. Schull	Date
Title:	Chief Operating Officer, NCEMPA ElectriCities of North Carolina, Inc.	

Summary report:
Litera Compare for Word 11.2.0.54 Document comparison done on
9/29/2023 3:27:38 PM

Intelligent Table Comparison: Active	
Original filename: Full Requirements PSA.153.0.docx	
Modified filename: FRPSA 2023 Clean Version.docx	
Changes:	
Add	170
Delete	181
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	50
Embedded Excel	0
Format changes	0
Total Changes:	401

## **AGENDA ITEM COVER SHEET**



## **Agenda Item Title:**

Consider adopting a resolution authorizing the City Manager to execute on behalf of the City of New Bern all contract documents, negotiated changes and change orders within the contract amount for the Duffyfield Stormwater Enhancement Phase 1 Project within Ward 5.

Date of Meeting: 11/28/2023  Department: Public Works		Ward # if applicable: Ward 5  Person Submitting Item: George Chiles, Director of Public Works		
Explanation of Item:	execute on beha documents, neg contract amoun	ing a resolution authorizing the City Manager to alf of the City of New Bern all contract gotiated changes and change orders within the at for the Duffyfield Stormwater Enhancement within Ward 5, funded by grants.		
Actions Needed by Board:	Adopt Resolution			
Backup Attached:	Resolution, Bid Tabulation, and supporting documents.			
Is item time sensitive?	□Yes ⊠No			
Cost of Agenda Item: \$	1 608 490 00			
	enditure, has it	been budgeted and are funds available  ✓ ☑ Yes □ No		

**Additional Notes:** 



Public Works Department
P.O. Box 1129, 1004 S. Glenburnie Road

New Bern, N.C. 28563-1129 Phone: (252) 639-7501 Fax: (252) 636-1848

November 16, 2023

Memo to: Mayor and Board of Aldermen

From: George Chiles, Director of Public Works

Re: Recommendation to Award Contract for the Duffyfield Community

Stormwater Enhancement Project - Phase I

#### Background Information:

The City of New Bern has prioritized improving the stormwater system within the Duffyfield Community. The recommended contract includes installation of a stormwater force main and lift station equipment to service the recently expanded Biddle Street retention pond.

Sealed Bids for construction of the Duffyfield Community Stormwater Enhancement Project – Phase I, were received by the City of New Bern on September 28<sup>th</sup>, 2023; however, the City did not receive the minimum number of required bids to open received bids. Thus, the City of New Bern re-advertised the project, and the following bid was received and opened on October 19, 2023:

#### Recommendation

The Public Works Department is recommending that the Duffyfield Community Stormwater Enhancement Project – Phase I, be awarded to Trader Construction Company, Inc., in the amount of \$1,698,490.00.

Attached please find a copy of the Bid Tab from the consulting engineer and draft resolutions for awarding contract. Please contact me if there are any questions or if additional information should be required.

#### RESOLUTION

WHEREAS, sealed bids for construction of the Duffyfield Community Stormwater Enhancement Project – Phase I, were received by the City of New Bern on September 28, 2023; however the City did not receive the minimum number of required bids to open received bids. Thus, the City of New Bern re-advertised the project, and the following bid was received and opened on October 19, 2023:

VENDOR Trader Construction Co. New Bern, NC TOTAL BID AMOUNT \$1,698,490.00

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW BERN:

THAT the City Manager is hereby authorized to execute on behalf of the City of New Bern a contract with Trader Construction Company in the amount of \$1,698,490.00, and any change orders within the budgeted amount, for the Duffyfield Community Stormwater Enhancements Project - Phase I.

ADOPTED THIS 28TH DAY OF NOVEMBER 2023.

	JEFFREY T. ODHAM, MAYOR	_
BRENDA E. BLANCO, CITY CLERK	=	

## Duffyfield Community Stormwater Enhancements Project - Phase 1 New Bern, North Carolina

## Bid Opening - October 19, 2023 - 2:00 PM

	Prime Bidder	Bid Amount		
1	Trader Construction Co.	\$1,698,490		
2				
3	TELEVISION			
4				
5	LATER NO.			
6				

WithersRavenel, Inc. 10/19/2023

# Bidders Checklist Duffyfield Community Stormwater Enhancements Project - Phase 1

\$	\$	\$	\$	Trader Construction Co. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Non-Collusive Affidavit  Bid Form - Acknowledgement of Addendums  Bid Form - Bid Submittal  Bid Form - Bid Schedule  E-Verify Affidavit  Bidder Qualification Forms (Only if requested)  Bid Bond  Bid Security and License Information  State of North Carolina - General Contracting License  Identification of Minority Business Participation  Affidavit A or Affidavit B  Affidavit C or Affidavit D	NCEM MOA Project: NCEM-DRMG1025	New Bern, North Carolina	Duffyfield Community Stormwater Enhancements Project - Phase 1
1	i	1		1,698,490.00	Bid Amount			

### **BID COMPARISON**

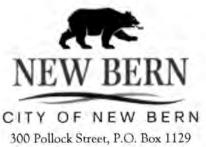
#### Project: Duffyfield Stormwater Enhancement Project - Phase 1

ITEM	:00 P.M. on Th	ursday, October 19th, 2023			Bidder Trader Constru	
UMBER	SPECIFICATION	I ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	то
MANAG	EMENT					
1	01 55 00	Mobilization	1	LS	\$50,000.00	\$50,000
2	01 04 00	Construction Surveying	1	LS	\$25,000.00	\$25,000
3	01 55 00	Temporary Traffic Control	1	LS	\$25,000.00	\$25,000
			SU	JBTOTAL - SI	TE MANAGEMENT:	\$100,000
		ID ABANDONMENT		-	40.500.00	44.00
4	31 10 00	Select Tree Removal	2	EA.	\$2,500.00	\$5,000
6	05 00 00	Remove & Dispose Existing Asphalt	340	EA	\$20.00 \$500.00	\$2,500
7	21 00 00	Remove & Reinstall Existing Roadway Signage (If Necessary)  Remove & Replace Existing Wrought Iron Fence (If Necessary)	136	LF	\$50.00	\$6,800
8	31 10 00	Remove & Dispose Existing 4" Dia, Flared End Section	1	EA	\$2,500.00	\$2,500
9	02 62 50	Remove & Replace Existing Water Meter & Connection (If Necessary)	1	EA	\$2,000.00	\$2,000
10	33 31 11	Remove & Replace Existing Cleanout & Service Line - Sewer (If Necessary)	1	EA	\$2,200.00	\$2,200
11	31 10 00	Remove & Re-Locate Existing Utility Pole (If Necessary)	2	EA	\$2,800.00	\$5,600
**	31 10 00	Remove & Dispose Existing 4" PVC Force Main Discharge Valve & Above Ground		-	\$2,000.00	45,000
12	33 01 30	Piping (Upon Construction Completion)	1	EA	\$3,000.00	\$3,000
13	33 01 30	Remove & Dispose Existing 4" PVC Force Main Pipe - Biddle St Portion (Upon Construction Completion)	157	LF	\$20.00	\$3,140
14	33 01 30	Grout In place Existing 4" PVC Force Main Pipe - Railroad Portion (Upon Construction Completion)	153	LF	\$50.00	\$7,650
			EMOLITION, REM	MOVALS ANI	ABANDONMENT:	\$47,190
DSION CO		Control by the Market Control of the	2220	LF	£2.00	****
15	31 25 00	Furnish , Install, Maintain & Remove Tree Protection Fence	2220 310	LF	\$3.00 \$4,00	\$6,66
16	31 25 00	Furnish , Install, Maintain & Remove Silt Fence Furnish, Install, Maintain, & Remove Silt Fence Outlet	1	EA	\$750.00	\$75
17	31 25 00 21 00 00	Furnish, Install, Maintain, & Kemove Silk Pence Outlet	1	LS	\$2,800.00	\$2,80
19	21 00 00	Furnish, Install, Maintain, & Construction Entrance	1	LS	\$2,500.00	\$2,50
		Dewatering (Includes Rock Pipe Inlet Protection, Dewatering Pump & Flexible Pipe	1	LS	\$2,000,00	
20	31 23 19	Extension, and Tie-in to Existing 4" PVC Stormwater Force Main			ROSION CONTROL:	\$200,000
RTHWORK	K			OBTOTAL E	NOSION CONTROL	\$210,750
21	02 28 00	Furnish & Install Temporary Seeding and Mulching	0.40	AC	\$5,000,00	\$2,00
22	04 00 00	Spoil Excavation Haul Off Site	85	CY	\$45.00	\$3,82
	04 00 00	Spoil Encirotion Clade Off Site				
23	04 00 00	Unclassified Excavation - Stilling Well Outfall & Rip-Rap	85	CY	\$30.00	\$2,55
23	04 00 00	Unclassified Excavation - Stilling Well Outfall & Rip-Rap	85		\$30.00 FAL - EARTHWORK:	
23 DRMWATE	04 00 00 ER IMPROVEME	Unclassified Excavation - Stilling Well Outfall & Rip-Rap  NTS	-	SUBTO	TAL - EARTHWORK:	\$8,37
23 DRMWATE 24	04 00 00 ER IMPROVEME 33 28 01	Unclassified Excavation - Stilling Well Outfall & Rip-Rap  NTS  Furnish & Install 12" DR17 (DIPS) Fusible HDPE Stormwater Force Main	2,330	LF	FAL - EARTHWORK: \$236.00	\$8,37 \$549,88
23 DRMWATE 24 25	04 00 00 ER IMPROVEME 33 28 01 33 14 19	Unclassified Excavation - Stilling Well Outfall & Rip-Rap  NTS.  Furnish & Install 12" DR17 (DIPS) Fusible HDPE Stormwater Force Main  Furnish and Install Air Release Valve and associated Manhole	2,330	LF EA	\$236.00 \$16,600.00	\$8,37 \$549,886 \$16,600
23 DRMWATE 24 25 26	04 00 00 ER IMPROVEME 33 28 01 33 14 19 33 14 19	Unclassified Excavation - Stilling Well Outfall & Rip-Rap  NTS.  Furnish & Install 12" DR17 (DIPS) Fusible HDPE Stormwater Force Main  Furnish and Install Air Release Valve and associated Manhole  Furnish & Install 12" 45 Degree Fitting with Thrust Blocking	2,330 1 2	LF EA EA	\$236.00 \$16,600.00 \$4,300.00	\$8,37 \$549,88 \$16,60 \$8,60
23 DRMWATE 24 25 26 27	04 00 00 ER IMPROVEME 33 28 01 33 14 19 33 14 19 33 28 00	Unclassified Excavation - Stilling Well Outfall & Rip-Rap  NTS.  Furnish & Install 12" DR17 (DIPS) Fusible HDPE Stormwater Force Main  Furnish and Install Air Release Valve and associated Manhole  Furnish & Install 12" 45 Degree Fitting with Thrust Blocking  Furnish & Install 4" x 4" Outlet Stilling Well	2,330 1 2	LF EA EA	\$236.00 \$16,600.00 \$4,300.00 \$15,000.00	\$2,556 \$8,37: \$549,886 \$16,600 \$8,600 \$15,000
23 24 25 26 27 28	04 00 00 ER IMPROVEME 33 28 01 33 14 19 33 14 19 33 28 00 31 25 00	Unclassified Excavation - Stilling Well Outfall & Rip-Rap  NTS.  Furnish & Install 12" DR17 (DIPS) Fusible HDPE Stormwater Force Main Furnish and Install Air Release Valve and associated Manhole Furnish & Install 12" 45 Degree Fitting with Thrust Blocking Furnish & Install 4" x 4" Outlet Stilling Well Furnish & Install NCDOT Class "B" Riprap (22" Depth)	2,330 1 2 1	LF EA EA EA	\$236.00 \$16,600.00 \$4,300.00 \$15,000.00 \$115.00	\$8,37 \$549,88 \$16,60 \$8,60 \$15,00 \$12,99
23 24 25 26 27 28 29	04 00 00  ER IMPROVEME 33 28 01 33 14 19 33 14 19 33 28 00 31 25 00 33 28 00	Unclassified Excavation - Stilling Well Outfall & Rip-Rap  NTS.  Furnish & Install 12" DR17 (DIPS) Fusible HDPE Stormwater Force Main Furnish and Install Air Release Valve and associated Manhole Furnish & Install 12" 45 Degree Fitting with Thrust Blocking Furnish & Install 4' x 4' Outlet Stilling Well Furnish & Install NCDOT Class "B" Riprap (22" Depth) Furnish & Install 5' x 5' Riser Structure	2,330 1 2 1 113	LF EA EA EA TN EA	\$236.00 \$16,600.00 \$4,300.00 \$15,000.00 \$115.00 \$25,000.00	\$8,37 \$549,88 \$16,60 \$8,60 \$15,00 \$12,99 \$25,00
23 DRMWATE 24 25 26 27 28 29 30	04 00 00  ER IMPROVEME 33 28 01 33 14 19 33 14 19 33 28 00 31 25 00 33 28 00 21 00 00 05 55 00	Unclassified Excavation - Stilling Well Outfall & Rip-Rap  NTS.  Furnish & Install 12" DR17 (DIPS) Fusible HDPE Stormwater Force Main Furnish and Install Air Release Valve and associated Manhole Furnish & Install 12" 45 Degree Fitting with Thrust Blocking Furnish & Install 4' x 4' Outlet Stilling Well Furnish & Install NCDOT Class "B" Riprap (22" Depth) Furnish & Install S' x 5' Riser Structure Furnish & Install Riser Structure Trash Rack	2,330 1 2 1	LF EA EA TN EA EA	\$236.00 \$16,600.00 \$4,300.00 \$15,000.00 \$115.00 \$25,000.00 \$15,000.00	\$8,37 \$549,88 \$16,60 \$8,60 \$15,00 \$12,99 \$25,00 \$15,00
23 24 25 26 27 28 29	04 00 00  ER IMPROVEME 33 28 01 33 14 19 33 14 19 33 28 00 31 25 00 33 28 00 21 00 00	Unclassified Excavation - Stilling Well Outfall & Rip-Rap  NTS.  Furnish & Install 12" DR17 (DIPS) Fusible HDPE Stormwater Force Main Furnish and Install Air Release Valve and associated Manhole Furnish & Install 12" 45 Degree Fitting with Thrust Blocking Furnish & Install 4' x 4' Outlet Stilling Well Furnish & Install NCDOT Class "B" Riprap (22" Depth) Furnish & Install 5' x 5' Riser Structure	2,330 1 2 1 113 1	LF EA EA EA TN EA EA	\$236.00 \$16,600.00 \$4,300.00 \$15,000.00 \$115.00 \$25,000.00 \$15,000.00 \$15,000.00	\$8,37 \$549,88 \$16,60 \$8,60 \$15,00 \$12,99 \$25,00 \$15,00
23 DRMWATE 24 25 26 27 28 29 30 31	04 00 00  ER IMPROVEME 33 28 01 33 14 19 33 14 19 33 28 00 31 25 00 33 28 00 21 00 00 21 00 00	Unclassified Excavation - Stilling Well Outfall & Rip-Rap  NTS.  Furnish & Install 12" DR17 (DIPS) Fusible HDPE Stormwater Force Main Furnish and Install Air Release Valve and associated Manhole Furnish & Install 12" 45 Degree Fitting with Thrust Blocking Furnish & Install 4' x 4' Outlet Stilling Well Furnish & Install NCDOT Class "B" Riprap (22" Depth) Furnish & Install S' x 5' Riser Structure Furnish & Install Riser Structure Trash Rack	2,330 1 2 1 113 1	LF EA EA EA TN EA EA	\$236.00 \$16,600.00 \$4,300.00 \$15,000.00 \$115.00 \$25,000.00 \$15,000.00	\$8,37 \$549,88 \$16,60 \$8,60 \$15,00 \$12,99 \$25,00 \$15,00
23 DRMWATE 24 25 26 27 28 29 30 31	04 00 00  ER IMPROVEME  33 28 01  33 14 19  33 14 19  33 28 00  31 25 00  33 28 00  21 00 00  ON  03 30 00	Unclassified Excavation - Stilling Well Outfall & Rip-Rap  NTS.  Furnish & Install 12" DR17 (DIPS) Fusible HDPE Stormwater Force Main Furnish and Install Air Release Valve and associated Manhole Furnish & Install 12" 45 Degree Fitting with Thrust Blocking Furnish & Install 4' x 4' Outlet Stilling Well Furnish & Install NCDOT Class "B" Riprap (22" Depth) Furnish & Install S' x 5' Riser Structure Furnish & Install Riser Structure Trash Rack	2,330 1 2 1 113 1	LF EA EA EA TN EA EA	\$236.00 \$16,600.00 \$4,300.00 \$15,000.00 \$115.00 \$25,000.00 \$15,000.00 \$15,000.00	\$8,37 \$549,88 \$16,60 \$8,60 \$15,00 \$12,99 \$25,00 \$15,00
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23 DRMWATE 24 25 26 27 28 29 30 31	04 00 00  ER IMPROVEME  33 28 01  33 14 19  33 14 19  33 28 00  31 25 00  33 28 00  21 00 00  ON  03 30 00	Unclassified Excavation - Stilling Well Outfall & Rip-Rap  NTS.  Furnish & Install 12" DR17 (DIPS) Fusible HDPE Stormwater Force Main Furnish and Install Air Release Valve and associated Manhole Furnish & Install 12" 45 Degree Fitting with Thrust Blocking Furnish & Install 4' x 4' Outlet Stilling Well Furnish & Install NCDOT Class "B" Riprap (22" Depth) Furnish & Install S' x 5' Riser Structure Furnish & Install Riser Structure Trash Rack	2,330 1 2 1 113 1	LF EA EA EA TN EA EA	\$236.00 \$16,600.00 \$4,300.00 \$15,000.00 \$115.00 \$25,000.00 \$15,000.00 \$15,000.00	\$8,37 \$549,88 \$16,60 \$8,60 \$15,00 \$12,99 \$25,00 \$15,00
23 DRMWATE 24 25 26 27 28 29 30 31	04 00 00  ER IMPROVEME  33 28 01  33 14 19  33 14 19  33 28 00  31 25 00  33 28 00  21 00 00  ON  03 30 00  05 05 00  05 50 00  05 55 00  11 00 00	Unclassified Excavation - Stilling Well Outfall & Rip-Rap  NTS.  Furnish & Install 12" DR17 (DIPS) Fusible HDPE Stormwater Force Main Furnish and Install Air Release Valve and associated Manhole Furnish & Install 12" 45 Degree Fitting with Thrust Blocking Furnish & Install 4' x 4' Outlet Stilling Well Furnish & Install NCDOT Class "B" Riprap (22" Depth) Furnish & Install S' x 5' Riser Structure Furnish & Install Riser Structure Trash Rack	2,330 1 2 1 113 1	LF EA EA EA TN EA EA	\$236.00 \$16,600.00 \$4,300.00 \$15,000.00 \$115.00 \$25,000.00 \$15,000.00 \$15,000.00	\$8,37 \$549,88 \$16,60 \$8,60 \$15,00 \$12,99 \$25,00 \$15,00
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23 24 25 26 27 28 29 30 31	04 00 00  ER IMPROVEME  33 28 01  33 14 19  33 14 19  33 28 00  31 25 00  31 25 00  21 00 00  ON  ON  OS  OS  OS  OS  OS  OS  OS  OS	NTS.  Furnish & Install 12" DR17 (DIPS) Fusible HDPE Stormwater Force Main Furnish and Install Air Release Valve and associated Manhole Furnish & Install 12" 45 Degree Fitting with Thrust Blocking Furnish & Install 4" x 4" Outlet Stilling Well Furnish & Install NCDOT Class "B" Riprap (22" Depth) Furnish & Install NCDOT Class "B" Riprap (22" Depth) Furnish & Install Riser Structure Furnish & Install Riser Structure Trash Rack Furnish & Install Fountain	2,330 1 2 1 113 1 1 1 SUBTOTAL - ST	LF EA EA EA TN EA EA EA CORMWATE	\$236.00 \$16,600.00 \$4,300.00 \$15,000.00 \$115.00 \$25,000.00 \$15,000.00 \$15,000.00 RIMPROVEMENTS:	\$8,37 \$549,88 \$16,60 \$8,60 \$15,00 \$12,99 \$25,00 \$15,00 \$15,00 \$658,07
23 DRMWATE 24 25 26 27 28 29 30 31	04 00 00  ER IMPROVEME  33 28 01  33 14 19  33 14 19  33 28 00  31 25 00  33 28 00  21 00 00  ON  03 30 00  05 05 00  05 50 00  05 50 00  11 00 00  11 50 00	NTS.  Furnish & Install 12" DR17 (DIPS) Fusible HDPE Stormwater Force Main Furnish and Install Air Release Valve and associated Manhole Furnish & Install 12" 45 Degree Fitting with Thrust Blocking Furnish & Install 4" x 4" Outlet Stilling Well Furnish & Install NCDOT Class "B" Riprap (22" Depth) Furnish & Install NCDOT Class "B" Riprap (22" Depth) Furnish & Install Riser Structure Furnish & Install Riser Structure Trash Rack Furnish & Install Fountain	2,330 1 2 1 113 1 1 1 SUBTOTAL - ST	LF EA EA EA TN EA EA EA CORMWATE	\$236.00 \$16,600.00 \$4,300.00 \$15,000.00 \$115.00 \$25,000.00 \$15,000.00 \$15,000.00 RIMPROVEMENTS:	\$8,37 \$549,886 \$16,600 \$8,600
23 DRMWATE 24 25 26 27 28 29 30 31	04 00 00  ER IMPROVEME  33 28 01  33 14 19  33 14 19  33 28 00  31 25 00  21 00 00  ON  ON  OS  OS  OS  OS  OS  OS  OS  OS	NTS.  Furnish & Install 12" DR17 (DIPS) Fusible HDPE Stormwater Force Main Furnish and Install Air Release Valve and associated Manhole Furnish & Install 12" 45 Degree Fitting with Thrust Blocking Furnish & Install 4" x 4" Outlet Stilling Well Furnish & Install NCDOT Class "B" Riprap (22" Depth) Furnish & Install NCDOT Class "B" Riprap (22" Depth) Furnish & Install Riser Structure Furnish & Install Riser Structure Trash Rack Furnish & Install Fountain	2,330 1 2 1 113 1 1 1 SUBTOTAL - ST	LF EA EA EA TN EA EA EA CORMWATE	\$236.00 \$16,600.00 \$4,300.00 \$15,000.00 \$115.00 \$25,000.00 \$15,000.00 \$15,000.00 RIMPROVEMENTS:	\$8,37 \$549,88 \$16,60 \$8,60 \$15,00 \$12,99 \$25,00 \$15,00 \$15,00 \$658,07
23 DRMWATE 24 25 26 27 28 29 30 31	04 00 00  ER IMPROVEME  33 28 01  33 14 19  33 14 19  33 28 00  31 25 00  33 28 00  21 00 00  ON  03 30 00  05 05 00  05 50 00  05 50 00  05 50 00  11 00 00  11 50 00  15 93 00  16 19 50  26 00 00	NTS.  Furnish & Install 12" DR17 (DIPS) Fusible HDPE Stormwater Force Main Furnish and Install Air Release Valve and associated Manhole Furnish & Install 12" 45 Degree Fitting with Thrust Blocking Furnish & Install 4" x 4" Outlet Stilling Well Furnish & Install NCDOT Class "B" Riprap (22" Depth) Furnish & Install NCDOT Class "B" Riprap (22" Depth) Furnish & Install Riser Structure Furnish & Install Riser Structure Trash Rack Furnish & Install Fountain	2,330 1 2 1 113 1 1 1 SUBTOTAL - ST	LF EA EA EA TN EA EA EA CORMWATE	\$236.00 \$16,600,00 \$4,300.00 \$15,000.00 \$115.00 \$25,000.00 \$15,000.00 \$15,000.00 \$15,000.00 \$15,000.00 \$15,000.00	\$8,37 \$549,88 \$16,60 \$8,60 \$15,00 \$12,99 \$25,00 \$15,00 \$15,00 \$15,00 \$458,07
23 24 25 26 27 28 29 30 31 MP STATIO	04 00 00  ER IMPROVEME  33 28 01  33 14 19  33 14 19  33 28 00  31 25 00  33 28 00  21 00 00  ON  03 30 00  05 05 00  05 50 00  05 50 00  11 50 00  15 93 00  15 93 00  16 19 50  26 60 00  22 31 13	NTS.  Furnish & Install 12" DR17 (DIPS) Fusible HDPE Stormwater Force Main Furnish and Install Air Release Valve and associated Manhole Furnish & Install 12" 45 Degree Fitting with Thrust Blocking Furnish & Install 4" x 4" Outlet Stilling Well Furnish & Install NCDOT Class "B" Riprap (22" Depth) Furnish & Install NCDOT Class "B" Riprap (22" Depth) Furnish & Install Riser Structure Furnish & Install Riser Structure Trash Rack Furnish & Install Fountain	2,330 1 2 1 113 1 1 1 SUBTOTAL - ST	LF EA EA EA TN EA EA EA CORMWATE	\$236.00 \$16,600.00 \$4,300.00 \$15,000.00 \$115.00 \$25,000.00 \$15,000.00 \$15,000.00 RIMPROVEMENTS:	\$8,37 \$549,88 \$16,60 \$8,60 \$15,00 \$12,99 \$25,00 \$15,00 \$15,00 \$15,00 \$458,07
23  DRIMWATE 24 25 26 27 28 29 30 31  MP STATIO	04 00 00  ER IMPROVEME  33 28 01  33 14 19  33 14 19  33 28 00  31 25 00  31 25 00  21 00 00  ON  ON  ON  OS  OS  OS  OS  OS  OS  OS	NTS  Furnish & Install 12" DR17 (DIPS) Fusible HDPE Stormwater Force Main Furnish and Install Air Release Valve and associated Manhole Furnish & Install 12" 45 Degree Fitting with Thrust Blocking Furnish & Install 4" x 4" Outlet Stilling Well Furnish & Install NCDOT Class "B" Riprap (22" Depth) Furnish & Install 5" x 5" Riser Structure Furnish & Install Riser Structure Trash Rack Furnish & Install Fountain  Pump Station (see plans for Limits of Payment)	2,330 1 2 1 113 1 1 5UBTOTAL - 51	LF EA EA EA TN EA EA CORMWATE	\$236.00 \$16,600.00 \$4,300.00 \$15,000.00 \$115.00 \$25,000.00 \$15,000.00 \$15,000.00 \$15,000.00 \$15,000.00 \$15,000.00	\$8,37 \$549,88 \$16,60 \$8,60 \$15,00 \$12,99 \$25,00 \$15,00 \$15,00 \$658,07
23 24 25 26 27 28 29 30 31 MP STATIO	04 00 00  ER IMPROVEME  33 28 01  33 14 19  33 14 19  33 28 00  31 25 00  33 28 00  21 00 00  ON  03 30 00  05 05 00  05 50 00  05 50 00  11 50 00  15 93 00  15 93 00  16 19 50  26 60 00  22 31 13	NTS.  Furnish & Install 12" DR17 (DIPS) Fusible HDPE Stormwater Force Main Furnish and Install Air Release Valve and associated Manhole Furnish & Install 12" 45 Degree Fitting with Thrust Blocking Furnish & Install 4" x 4" Outlet Stilling Well Furnish & Install NCDOT Class "B" Riprap (22" Depth) Furnish & Install NCDOT Class "B" Riprap (22" Depth) Furnish & Install Riser Structure Furnish & Install Riser Structure Trash Rack Furnish & Install Fountain	2,330 1 2 1 113 1 1 1 SUBTOTAL - ST	LF EA EA EA TN EA EA CORMWATE  LS SUBTOTA	\$236.00 \$16,600.00 \$4,300.00 \$15,000.00 \$115.00 \$25,000.00 \$15,000.00 \$15,000.00 \$15,000.00 \$15,000.00 \$15,000.00 \$15,000.00	\$8,37 \$549,88 \$16,60 \$8,60 \$15,00 \$12,99 \$25,00 \$15,00 \$15,00 \$658,07
23  DRIMWATE 24 25 26 27 28 29 30 31  MP STATIO	04 00 00  ER IMPROVEME  33 28 01  33 14 19  33 14 19  33 28 00  31 25 00  31 25 00  21 00 00  ON  ON  ON  OS  OS  OS  OS  OS  OS  OS	NTS  Furnish & Install 12" DR17 (DIPS) Fusible HDPE Stormwater Force Main Furnish and Install Air Release Valve and associated Manhole Furnish & Install 12" 45 Degree Fitting with Thrust Blocking Furnish & Install 4" x 4" Outlet Stilling Well Furnish & Install NCDOT Class "B" Riprap (22" Depth) Furnish & Install 5" x 5" Riser Structure Furnish & Install Riser Structure Trash Rack Furnish & Install Fountain  Pump Station (see plans for Limits of Payment)	2,330 1 2 1 113 1 1 5UBTOTAL - 51	LF EA EA EA TN EA EA CORMWATE  LS SUBTOTA	\$236.00 \$16,600.00 \$4,300.00 \$15,000.00 \$115.00 \$25,000.00 \$15,000.00 \$15,000.00 \$15,000.00 \$15,000.00 \$15,000.00	\$8,37 \$549,88 \$16,60 \$8,60 \$15,00 \$12,99 \$25,00 \$15,00 \$15,00 \$658,07

END OF BID COMPARISON

#### Aldermen

Rick Prill Hazel B. Royal Robert V. Aster Johnnie Ray Kinsey Barbara J. Best Robert Brinson, Jr.



300 Pollock Street, P.O. Box 1129 New Bern, NC 28563-1129 (252) 636-4000 Jeffrey T. Odham
Mayor
Foster Hughes
City Manager
Brenda E. Blanco
City Clerk
Kimberly A. Ostrom
Director of Finance

## Memorandum

TO:

Alderman Johnnie Ray Kinsey

FROM:

Brenda Blanco, City Clerk

DATE:

June 16, 2023

SUBJECT:

Appointment to Planning and Zoning Board

Raymond Layton's term on the Planning and Zoning Board will expire June 30, 2023. He is ineligible for reappointment. You are asked to make a new appointment to fill Seat 4 for a three-year term that will expire on June 30, 2026.