Engineer's Report
for
Water Main Extensions

Date: _____

Project Name: Old Lakey Gap Subdivision (Black Mtn, Shawn Byrnes)

Water System Name: Town of Black Mountain

Water System ID: 01-11-020

County of Project: Buncombe

Prepared by:

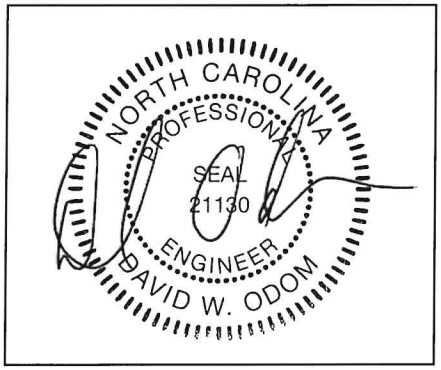
Odom Engineering, PLLC

169 Oak Street

Forest City, NC 28043

This form includes the minimum information needed for the N.C. Public Water Supply Section to review water main extension projects. Complex or unique design conditions must be addressed in a supplemental document as deemed appropriate by the design engineer.

Signature and seal of professional engineer that prepared this report



I attest that this engineer's report has been prepared by me, or under my responsible charge, and is accurate, complete and consistent with the information supplied in the engineering calculations. I further attest that the proposed design has been prepared in accordance with 15A NCAC 18C. Although page 4 of this report incorporates data provided by others, inclusion of these materials under my seal signifies that I have reviewed this material and have judged it to be consistent with the proposed design.

Water Main Extension Engineer's Report Mandatory Information

To present data required by 15A NCAC 18C .0307(b)
Specific citations from 15A NCAC 18C are provided when data is required to confirm compliance with another regulation.

Applicant Information

Applicant name (must be a person): Jamey Matthews, Public Works Director

Applicant mailing address: 304 Black Mountain Avenue, Black Mountain, NC 28711

Applicant phone numbers: Business 828-664-5052 Cell _____

Applicant e-mail address: jamey.matthews@tobm.org

Description of Proposed Project

Name of proposed project: Old Lakey Gap Subdivision (Black Mtn, Shawn Byrnes)

Provide a summary of the diameter, length and material of all piping proposed in the project.

Diameter of piping	Length of piping	Material
6 -inch	1,065 linear feet	DIP (CL-350)
_____-inch	_____ linear feet	
_____-inch	_____ linear feet	
_____-inch	_____ linear feet	
_____-inch	_____ linear feet	

Location of project: (use existing road and intersections, address if available; and identify municipality).
440 LF along Forest Lane, from the intersection of Forest Lane and Laurel Lane.

The proposed project is an expansion of the existing public water system. ☑ Yes □ No

The source of water for the proposed project will be provided by a separately owned public water system. □ Yes ☑ No

Is the project phased? □ **Yes** ☑ **No**

If yes, delineate all phases in plan sheets. Partial final approvals may be granted to completed phases specified in this submittal.

If yes, depending on whether the water system does or does not provide fire flow; provide calculations to demonstrate that the project can provide adequate peak demand (domestic peak demand) at the minimum required residual pressure of 30 pounds per square inch gauge (psig) or can provide peak demand with fire flow (domestic plus fire flow) at the minimum pressure of 20 psig through ***each*** phase of construction.

Check here if project is a water main replacement with no additional demands. **(Water main replacement consists of like size, no additional service connections, and no additional hydrants and no added fire demand.)**	□ If box checked, proceed to page 4

Provide anticipated project flows for any project that will increase demands

Does the proposed project include any in-ground irrigation?	□ Yes ☑ No
If yes, attach appropriate analysis to address how the system is designed to accommodate the impact of irrigation use on treated water supply, storage needs and system pressure.	
Peak demand of the proposed project Maximum daily demand of the proposed project	XX _____gpm XX x 770 = _____gpd
Per Rule .0901, are the water mains and water system designed to carry fire protection flows for this project?	☑ Yes □ No
If the water mains and water system **<u>are not</u>** designed to provide fire protection flow, indicate the minimum ***calculated*** pressure at domestic peak demand (non-fire flow). The pressure must be at least 30 psig per Rule .0901.	_____psig
If the water mains and water system **<u>are</u>** designed to provide fire protection flow, indicate the minimum **calculated** pressure at peak demand (domestic plus fire flow). Pressure must be at least 20 psig per Rule .0901.	52 _____psig

gpm: gallons per minute

gpd: gallons per day

psig: pounds per square inch gauge

Water System-Supplied Information

Information on this page must be updated on an annual basis

Data provided by: Jamey Matthews (name) Date provided: 5-16-24

Position: Public Works Director

Number of current connections in water system	4,300 connections
Approved number of connections in water system	____ connections ☑ N/A – local government system
Current average and maximum daily demand of existing system. Average day demand is the one day average demand for the latest calendar year.	750,000 average gpd 936,000 maximum gpd
Current maximum daily treated water supply of existing system Maximum daily treated water supply is the maximum quantity of treated water that can be produced and/or purchased by the system.	2,100,000 maximum gpd
Total elevated storage capacity of existing system	____ gallons
Total ground storage capacity of existing system	2,710,000 gallons
Total hydropneumatic storage capacity of existing system	____ gallons
Contractual storage with other system(s) Attach a copy of the agreement with the providing system	____ gallons
Systems > 300 connections:	
• Total storage volume is at least half the average annual daily demand (Rule .0805(c))	☐ Yes ☐ No
• For municipalities, at least 75,000 gallons elevated storage and at least half the average day demand combined elevated and ground finished water storage (Rule .0805(b))	☐ Yes ☐ No ☐ N/A
Systems with hydropneumatic storage tanks up to 300 connections:	
• Volume of hydropneumatic storage tank is sufficient to meet peak demands based on Rule .0802 and calculations in Appendix B, Figure 6	☐ Yes ☐ No
• For residential community systems, volume of hydropneumatic storage tank is at least 40 times the number of connections or 500 gallons, whichever is greater (Rule .0803)	☐ Yes ☐ No ☐ N/A
• For mobile home park systems, volume of hydropneumatic storage tank is at least 25 times the number of connections or 500 gallons, whichever is greater (Rule .0803)	☐ Yes ☐ No ☐ N/A
• For campground systems, volume of hydropneumatic storage tank is at least 10 times the number of connections or 500 gallons, whichever is greater (Rule .0803)	☐ Yes ☐ No ☐ N/A

Type: CONSOLIDATED REAL PROPERTY
Recorded: 3/21/2024 1:36:50 PM
Fee Amt: $26.00 Page 1 of 10
Buncombe County, NC
Drew Reisinger Register of Deeds

BK 6393 PG 1542 - 1551

Prepared by and Return to:
Culp Elliott & Carpenter, P.L.L.C.
Attn: Adam S. Webb
Three Morrocroft Centre, Suite 400
6801 Carnegie Boulevard
Charlotte. NC 28211
(ASW/32383_3)

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE **EASEMENT AGREEMENT**

This Easement Agreement (hereinafter this "Agreement") is made as of this 7th day of March, 2024, by and between JESSE DAVID QUAM, and wife, GRACE GORDON DAVENPORT (hereinafter referred to collectively as "Grantor"), and OLD LACKEY GAP ROAD, LLC, a Florida limited liability company, successor by merger to Black Mountain, LLC (hereinafter referred to as "Grantee").

RECITALS:

A. Grantor is the owner of those certain tracts or parcels of land situated and lying in the City of Black Mountain, Buncombe County, North Carolina, being identified as Lot 4A and Lot 4B on that certain plat recorded in Plat Book 173, Page 46, Buncombe County Public Registry (hereinafter the "Grantor Property") (for informational purposes only the Grantor Property is Buncombe County tax parcel numbers 0609-80-8117 and 0609-80-9330).

B. Grantee is the owner of that certain tract or parcel of land situated and lying in the City of Black Mountain, Buncombe County, North Carolina, being identified as Buncombe County tax parcel number 0609-90-4092, such tract being acquired by Grantee in Book 4222, Page 748 and Book 4536, Page 1330, Buncombe County Public Registry and being shown on Plat Book 53, Page 15, Buncombe County Public Registry (the "Grantee Property").

C. In connection with Grantee's subdivision of the Grantee Property, Grantee has requested that Grantor grant and convey to Grantee a permanent twenty (20) foot easement over, upon, across, under and through a portion of the Grantor Property for the purpose of constructing, installing, operating, maintaining, replacing, and repairing a six (6) inch waterline, together with such pipes, manholes, fittings, fixtures and other accessories as from time to time may

Submitted electronically by "Culp Elliott & Carpenter, P.L.L.C."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Buncombe County Register of Deeds.

be required in order to connect to public water facilities and waterlines on, under or adjacent to Forest Lane, together with the right of access, ingress and egress to and from said water lines across the Grantor Property.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor, for itself and for its successors and assigns, hereby grants, bargains, sells and conveys to Grantee, and to Grantee's heirs, successors and assigns, and Grantee's respective employees, agents, contractors, and licensees, a non-exclusive perpetual twenty (20) foot easement over, upon, across, under and through that portion of the Grantor Property shown as "New 20' Utility Easement" on **Exhibit A** attached hereto and incorporated herein by reference and more particularly described on **Exhibit B** attached hereto and incorporated herein by reference, for the purpose of constructing, installing, operating, maintaining, replacing, and repairing a six (6) inch waterline, together with such pipes, manholes, fittings, fixtures and other accessories as from time to time may be required in order to connect to public water facilities and waterlines on, under or adjacent to Forest Lane, together with the right of access, ingress and egress to and from said water lines across the Grantor Property, to the extent necessary to exercise the easement rights set forth herein (the "Waterline Easement").

2. Use of Easement. The use of the Waterline Easement will be nonexclusive and for the use and benefit of Grantor and Grantee, their respective heirs, successors, assigns, and such employees, agents, licensees, and contractors as might be designated by each party. No permanent structures may be constructed on or over the Waterline Easement. The Grantee is authorized hereunder to remove and keep removed from the easement all trees, vegetation, landscaping, structures, and other obstructions as necessary, in the opinion of the Grantee, to maintain, repair or protect said waterline or lines and appurtenances. This easement shall not prohibit the Grantor from planting and maintaining shallow-rooted ground cover material within the easement area, all subject to applicable laws and regulations. All risk of damage to such improvements caused by maintenance or repair of the waterline(s) and appurtenant facilities shall be with the Grantor.

3. Maintenance of Waterline Easement. Grantee, its heirs, successors and assigns, shall be responsible for the operation, maintenance, repair and replacement of the Waterline Easement. Notwithstanding the foregoing, if either of Grantee or Grantor or their respective employees, agents, tenants, invitees or guests damage the Waterline Easement, then such party will be solely responsible for the resulting costs to repair, ordinary wear and tear excepted. The Grantors agree that the consideration herein above recited includes payment for any and all damage of whatsoever nature done or to be done to any structure or to trees, crops, or other vegetation within the boundaries of said easements in connection with said waterline; and the Grantors agree, for themselves, their heirs and assigns, that they shall neither have nor make any claim for further damages by reason thereof.

4. Temporary Construction Easement. Grantor, for itself and for its successors and assigns, hereby grants, bargains, sells and conveys to Grantee, and to Grantee's heirs, successors and assigns, and Grantee's respective employees, agents, contractors, and licensees, for the benefit of and as an appurtenance to the Grantee Property, a temporary construction easement across such portions of the

Grantor Property as is reasonably necessary to construct and install the waterline in the Waterline Easement (the "Temporary Construction Easement"). Grantee shall use the Temporary Construction Easement in a manner that does not block or unreasonably interfere with the Grantor's use of the Grantor Property. Grantee shall restore any disturbed areas to the condition existing immediately prior to Grantee's use of the Temporary Construction Easement and shall be liable for any damage to the Grantor Property caused by Grantee's construction and installation of the waterline. Following the installation of the waterline and other fixtures or accessories as necessary, and the completion and restoration of disturbed areas, any temporary construction easement interest herein conveyed to Grantee shall terminate.

5. Legal Effect. The easement and rights created by this Agreement are appurtenant to the Grantee Property and the Grantor Property. Each covenant contained in this Agreement: (a) constitutes a covenant running with the land; (b) binds every owner now having or hereafter acquiring an interest in either the Grantor Property or the Grantee Property; and (c) will inure to the benefit of each owner and each owner's respective heirs, successors, assigns, and mortgagees.

6. Assignment: It is agreed that the Waterline Easement granted herein may be freely assigned by Grantee to the City of Black Mountain, North Carolina or other appropriate governmental entity upon completion of the improvements on the Waterline Easement to enable the City of Black Mountain, North Carolina or other appropriate governmental entity to maintain and operate such waterline.

TO HAVE AND TO HOLD the aforesaid easement and all privileges and appurtenances thereto belonging to each of the parties, and to their respective successors and assigns in perpetuity. This easement shall run with the land and shall inure to the benefit of, and shall be binding upon, the parties, their respective heirs, successors, assigns, and mortgagees.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

GRANTOR:

_____(SEAL)
JESSE DAVID QUAM

_____(SEAL)
GRACE GORDON DAVENPORT

STATE OF NC
COUNTY OF Buncombe

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Jesse David Quam.

Date: 3/7/2024 ~~3/17/2024~~

_____ Notary Public
Type or Print Notary Name

C. CAMERON PODRUCHNY
NOTARY PUBLIC
BUNCOMBE COUNTY N.C.
MY COMMISSION EXP: 03/17/2027

My Commission Expires: 3/17/2027

(Official Seal)

STATE OF NC
COUNTY OF Buncombe

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Grace Gordon Davenport.

Date: 3/7/2024 3/17

_____ Notary Public
Type or Print Notary Name

C. CAMERON PODRUCHNY
NOTARY PUBLIC
BUNCOMBE COUNTY N.C.
MY COMMISSION EXP: 03/17/2027

My Commission Expires: 3/17/2027

(Official Seal)

GRANTEE:

OLD LACKEY GAP ROAD, LLC
a Florida limited liability company

By: _____ (SEAL)
Shawn Byrne, Manager

STATE OF Florida
COUNTY OF Pinellas

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Shawn Byrne, Manager of Old Lackey Gap Road, LLC.

Date: 2/8/2024

_____
Rudolph Severhof JR, Notary Public
Type or Print Notary Name

My Commission Expires: 8/10/2026

(Official Seal)

RUDOLPH SEVERHOF JR.
MY COMMISSION #HH299120
EXPIRES: AUG 10, 2026
Bonded through 1st State Insurance

1365918

CONSENT AND SUBORDINATION OF LENDER
(FIFTH THIRD BANK, NATIONAL ASSOCIATION SBM FIFTH THIRD MORTGAGE COMPANY)

FIFTH THIRD BANK, NATIONAL ASSOCIATION SBM FIFTH THIRD MORTGAGE COMPANY ("**Lender**"), being the Lender under that certain Deed of Trust by and between Lender, Jesse D. Quam, aka Jesse David Quam and Grace Gordon Davenport, husband and wife, and Donald P. Eggleston, as trustee, dated March 20, 2014 and recorded March 20, 2014 in Book 5194, Page 1, Buncombe County Public Registry (the "**Deed of Trust**"), does hereby consent to the recordation of this Easement Agreement (the "**Agreement**") and to the terms and provisions thereof; and Lender does hereby consent to the subordination of the lien of the Deed of Trust to the provisions of the Agreement and the easement contained therein. Nothing contained within this Agreement shall operate to alter, change or modify the terms, provisions or conditions of the Deed of Trust, or to release or affect the validity or priority of the lien, security interest and other rights of the Lender arising under or by virtue of the Deed of Trust. The lien, security interest and other rights of the Lender to the mortgaged property by virtue of the Deed of Trust shall not be affected in any manner by the execution of this Agreement, except that Lender, and any successor or assign of Lender, acknowledges the existence of the easement contained in the Agreement and agrees to (i) not terminate such easement upon a foreclosure, and (ii) recognize and honor the easement and rights granted in the Agreement upon a foreclosure.

LENDER:
FIFTH THIRD BANK, NATIONAL ASSOCIATION SBM
FIFTH THIRD MORTGAGE COMPANY

By: _____

Name: Jeri Mickens

Title: Officer

Date: 1/10/24

[Notary on Following Page]

State of OHIO

County of HAMILTON

I, Barbara M Ganim, a Notary Public of the state and county aforesaid, certify that Jeri Mickens personally came before me this day and acknowledged that he (or she) is Officer of FIFTH THIRD BANK, NATIONAL ASSOCIATION SBM FIFTH THIRD MORTGAGE COMPANY, an association, and that he/she, as Officer, being authorized to do so, executed the foregoing instrument on behalf of the association.

Witness my hand and official seal, this the 10th day of January, 2024

Date: 1/10/24

Barbara M Ganim

Barbara M Ganim, Notary Public

Type or Print Notary Name

My Commission Expires: 9-20-27

(Official Seal)

NOTARY PUBLIC STATE OF OHIO

BARBARA M. GANIM
Notary Public, State of Ohio
My Commission Expires
September 20, 2027
COMMISSION: 2017-RE-653062

Exhibit "A"

Waterline Easement

[SEE ATTACHED PLAT]

NOTES

1. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS OF RECORD THAT WOULD BE REVEALED BY A TITLE SEARCH
2. ALL CORNERS ARE MARKED AS SHOWN IN THE LEGEND UNLESS OTHERWISE NOTED.
3. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GRID DISTANCES UNLESS OTHERWISE NOTED
4. NO MISSING CORNERS SET
5. BEARINGS ARE BASED ON NC GRID NORTH USING THE NCGS RTK NETWORK
   COMBINED FACTOR 0.999785
   POSITIONAL ACCURACY: 0.02 HORIZ. (NAD 83/11)
   0.05' VERT. (NAVD 88) (GEOID 18)
6. AREA COMPUTED BY THE COORDINATE METHOD

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

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

_____
REVIEW OFFICER

_____
DATE

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

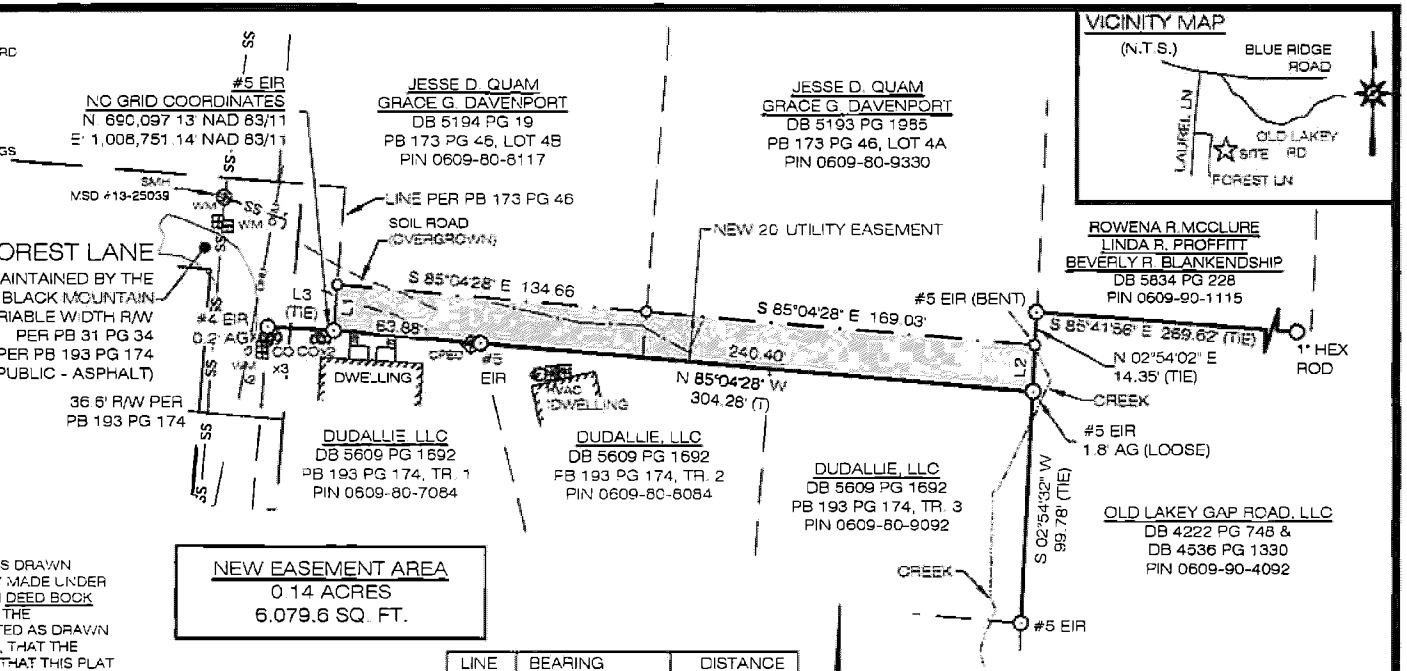
I, JOHN WESLEY COLE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 5194 PAGE 19 & DEED BOOK 5193 PAGE 1985), THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEED BOOK , PAGE , THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+, THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 13th DAY OF OCTOBER, A.D., 2023

I ALSO HEREBY CERTIFY THAT THIS SURVEY IS OF THE FOLLOWING CATEGORIES AS DESCRIBED IN G.S. 47-30(f)(11)(d): THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS. A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION

JOHN WESLEY COLE, P.L.S. L-4561

COLE SURVEYING & DESIGN, PA
549 ELK PARK DRIVE, SUITE 707
ASHEVILLE, NC 28804
PHONE: 828-251-7025
NC FIRM #C-3106 | SC COA #4052

NORTH CAROLINA PROFESSIONAL SEAL L-4561 LAND SURVEYOR JOHN WESLEY COLE



LINE	BEARING	DISTANCE
L1	N 04°37'20" E	20.00'
L2	S 02°54'32" W	20.01'
L3	N 86°53'41" W	28.72'

REVISIONS:	DATE	REVISIONS MADE	BY:
	10/4	ADDED NAME OF GRACE G. DAVENPORT	RC
	10/13	REMOVED NAME FROM TITLE BLOCK	RC

NEW UTILITY EASEMENT ACROSS THE PROPERTY OF:
JESSE D. QUAM
GRACE G. DAVENPORT
FOR THE BENEFIT OF THE PROPERTY OF
OLD LACKEY GAP ROAD, LLC

SCALE: 1 =60' PROJECT #21-133_WL EASE DATE: 10/13/23

TOWN OF BLACK MOUNTAIN, BUNCOMBE COUNTY, NC

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

Exhibit "B"

Waterline Easement Legal Description

BEGINNING AT AN EXISTING #5 IRON REBAR WITH NC GRID COORDINATES N: 690,097.13'

E: 1,008,751.14' (NAD 83/11), BEING A CORNER OF DB 5194 PG 19 & PB 173 PG 46, LOT 4B ;

THENCE WITH THE LINE OF PB 173 PG 43, LOT 4B, N 04°37'20" E, A DISTANCE OF 20.00' TO A CALCULATED POINT;

THENCE S 85°04'28" E, A DISTANCE OF 134.66 ' TO A CALCULATED POINT BEING IN THE DIVIDING LINE OF LOTS 4B & 4A, PB 173 PG 46;

THENCE S 85°04'28" E, A DISTANCE OF 169.03' TO A CALCULATED POINT BEING IN THE EASTERN LINE OF LOT 4A, PB 173 PG 46;

THENCE S 02°54'32" W, A DISTANCE OF 20.01' TO A #5 EXISTING IRON REBAR, BEING THE OF SOUTHEAST CORNER OF LOT 4A, PB 173 PG 46;

THENCE WITH THE SOTUHERN LINES OF LOTS 4B & 4A, PB 173 PG 46, N 85°04'28" W, A DISTANCE OF 240.40' TO A #5 EXISTING IRON REBAR;

THENCE CONTINUING N 85°04'28" W, A DISTANCE OF 63.88' TO THE BEGINNING CORNER;

HAVING AN AREA OF 6,079.6 SQUARE FEET, 0.14 ACRES.

BASED UPON A SURVEY BY JOHN WESLEY COLE, DATED 10/10/2023, FOR THE BENEFIT OF OLD LACKEY GAP ROAD, LLC, ACROSS THE PROPERTIES OF JESSE D. QUAM AND GRACE G. DAVENPORT.

North Carolina Department of Environmental Quality
Division of Water Resources
Public Water Supply Section

Application for Approval of Engineering Plans and Specifications For Water Supply Systems

Applicant	Design Engineer
Town of Black Mountain (Name of Board, Council or Owner – the **Applicant**)	David W. Odom, PE (Name of **Design Engineer** of Record)
Jamey Matthews, Public Works Director (Name and Title of **Authorized Official** or **Representative** of the Applicant)	Odom Engineering, PLLC (Name of Engineering Firm)
304 Black Mountain Ave. (Mailing Address)	169 Oak Street (Mailing Address)
Black Mountain, NC 28711 (City, State & ZIP)	Forest City, NC 28043 (City, State & ZIP)
828-664-5052 (Phone Number)	828-247-4495 (Phone Number)
828-669-4204 (FAX Number)	828-247-4498 (FAX Number)
jamey.matthews@tobm.org (Email address)	davidodom@odomengineering.com (Email address)
(Signature of **Authorized Official** or **Representative** of the **Applicant**)	

Project Name: Old Lakey Gap Subdivision (Black Mtn, Shawn Byrnes)
(Name of Project to appear on Public Water Supply Section records and tracking system)

1,051 LF of water main extension from existing line along Forest Lane.
(description of project)

440 LF along Forest Lane from the intersection of Forest Lane and Laurel Lane
(general location of project)

in Buncombe County.

Date _____ Serial No. _____
(for DEQ use only) (for DEQ use only)

To: Division of Water Resources,
Department of Environmental Quality

The **Applicant** applies under and in full accord with the provision of NCGS 130A-317, and such other statutes and rules as relate to public water systems. The **Authorized Official** or **Representative** of the **Applicant** represents that he is authorized to act for the **Applicant**. The **Authorized Official** or **Representative** of the **Applicant** understands and agrees to the following:

1. The **Applicant** shall not award contracts or begin construction without first receiving "Authorization to Construct" from DEQ.
2. The **Applicant** shall make no change or deviation from the engineering plans and specifications approved by DEQ except as allowed by 15A NCAC 18C .0306 or with the written consent and approval of DEQ.
3. The **Applicant** shall obtain Final Approval in accordance with 15A NCAC 18C .0306 prior to placing the project (or any portion thereof) into service.
4. Digital (PDF) submittals are true image copy of the original sealed/signed documents.

An authorized representative **of the Public Water System** (not always the same as the **Applicant**) is to complete and sign the following WSMP section.

Status of Water System Management Plan (WSMP)

Check one of the following, and if applicable, provide the required information:

☐ The WSMP for the project, as defined in the attached engineering plans and specifications, has not been submitted.

☐ Three copies of the WSMP for the project, as defined in the attached engineering plans and specifications, are submitted with this application.

☒ The WSMP that includes this project, as defined in the attached engineering plans and specifications, was previously submitted.

Provide the following:

Public Water System Name: Town of Black Mountain

Owner Name: Town of Black Mountain

Water System No.: NC 01-11-020

Serial Number of Deemed Complete WSMP: 99-02037

By my signature below, I certify that the previously submitted WSMP contains the information required by 15A NCAC 18C .0307(c) for the project defined in the attached engineering plans and specifications.

(Type or print name of authorized representative of Public Water System)

(Title of authorized representative of Public Water System)

(Signature of authorized representative of Public Water System) (Date)

In accordance with NCGS 130A-328, the Public Water Supply Section charges a fee for plan review. **Any documents submitted for review must be accompanied by a check payable to *DEQ-Public Water Supply Section* before the review will begin.**

There is a $25 fee for returned checks.

The charges for review of plans are shown below. Check one of the following.

Distribution System fees		
☒	Construction of water lines, less than 5000 linear feet	**$300**
☐	Construction of water lines, 5000 linear feet or more	**$400**
☐	Other construction or alteration to a distribution system	**$150**
Ground Water System fees		
☐	Construction of a new ground water system or adding a new well	**$400**
☐	Alteration to an existing ground water system	**$200**
Surface water system fees		
☐	Construction of a new surface water intake or treatment facility	**$500**
☐	Alteration to existing surface water intake or treatment facility	**$300**
Other fees		
☐	Water System Management Plan review	**$150**
☐	Miscellaneous changes or maintenance not covered above	**$100**

Notes:

1. Projects for Tank Reconditioning use separate "Application for Water Tank Reconditioning Plan Approval." Tank Reconditioning is considered a miscellaneous change with regard to fee requirements.
2. The fee is not refundable if the plans are not approved.
3. Revisions to plans to address the Public Water Supply Section's or other state agency's comments do not incur an additional fee.
4. If one set of plans has multiple related items (such as a new well with construction of water lines) only one fee must be submitted for highest price item. The amounts are not cumulative, except for fees for Water System Management Plans.
5. **If the appropriate plan review fee is not received within thirty days after the receipt of plans, specifications, and reports for approval, then <u>all</u> plan documents will be recycled. A new set of documents must then be submitted with the appropriate fee for approval.**

This approval does not address all applicable laws, rules, standards and criteria, and other approvals and licenses that may be required by the local, state or federal government.

The Public Water Supply Section has stamped and sealed the official copies of plans and specifications accompanying this application with the serial number of this application _____. Any erasures, additions or alterations of the proposed improvements except those permitted in 15A NCAC 18C .0306 make this approval null and void.

This approval does not constitute a warranty of the design, construction or future operation of the water system.

Rebecca Sadosky, Ph.D., Chief
Public Water Supply Section
Division of Water Resources, NCDEQ

Other Information and Checklist Page

☒ Attached is a check for the proper plan review fee amount, in accordance with NCGS 130A-328. See note 4 on page 3.

This-submittal includes one paper original with two digital (PDF) CDs of the following items, each item in separate folders:

☒ This completed "*Application for Approval of Engineering Plans and Specifications for Water Supply Systems*"

☒ The sealed plan drawings, separate file in PDF format for each drawing. Cover sheet must include drawings index;

☒ The project-specific Engineering Report (ER) describing the scope and purpose of the project and addressing each of the items listed in 15A NCAC 18C .0307(b), including the design basis of the project. [15A NCAC 18C .0307(b) (12)];

☐ Specifications for this project; **OR**

☐ The project will use the following system's previously approved standard specifications for waterline extensions:

Name of System: _____

Serial Number: _____

The Serial Numbers for previously approved standard specifications can be found at the following website:

https://deq.nc.gov/about/divisions/water-resources/water-planning/plans-specifications/water-systems-approved-standard-specifications

One of the following:

☐ Attached is a letter signed by an authorized representative of the Public Water System agreeing to serve the project and stating that the system has adequate supply;

OR

☒ The **Applicant** is the Public Water System.

If the project has sought funding (for example, DWSRF loan) list the program and (if available) the application or funding number below:

Program Name	**Application or Funding Number, if available**

Yes No

☐ ☐ Project will be completed with significant expenditure of state moneys, greater than ten million dollars ($10,000,000) in accordance with G.S. 113A-9 (7a).

☐ ☐ Project will cause substantial, permanent land-disturbing activity of an area greater than 10 acres of public lands in accordance with G.S. 113A-9 (11).

☐ ☐ Project will be at least partially funded through the American Rescue Plan Act (ARPA).

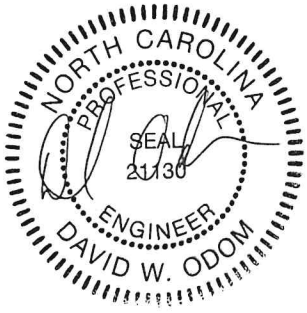
WATER CALCULATIONS

FOR

OLD LAKEY GAP SUBDIVISION

Buncombe County, North Carolina

June 12, 2024





Odom Engineering PLLC

NC FIRM# P-0880

169 Oak Street
Forest City, N.C. 28043
828-247-4495

Water System-Supplied Information

Information on this page must be updated on an annual basis

Data provided by: Jamey Matthews (name) Date provided: 5-16-24

Position: Public Works Director

Number of current connections in water system	4,300 connections
Approved number of connections in water system	____ connections ☑ N/A – local government system
Current average and maximum daily demand of existing system. Average day demand is the one day average demand for the latest calendar year.	750,000 average gpd 936,000 maximum gpd
Current maximum daily treated water supply of existing system Maximum daily treated water supply is the maximum quantity of treated water that can be produced and/or purchased by the system.	2,100,000 maximum gpd
Total elevated storage capacity of existing system	____ gallons
Total ground storage capacity of existing system	2,710,000 gallons
Total hydropneumatic storage capacity of existing system	____ gallons
Contractual storage with other system(s) Attach a copy of the agreement with the providing system	____ gallons
Systems > 300 connections:	
• Total storage volume is at least half the average annual daily demand (Rule .0805(c))	☐ Yes ☐ No
• For municipalities, at least 75,000 gallons elevated storage and at least half the average day demand combined elevated and ground finished water storage (Rule .0805(b))	☐ Yes ☐ No ☐ N/A
Systems with hydropneumatic storage tanks up to 300 connections:	
• Volume of hydropneumatic storage tank is sufficient to meet peak demands based on Rule .0802 and calculations in Appendix B, Figure 6	☐ Yes ☐ No
• For residential community systems, volume of hydropneumatic storage tank is at least 40 times the number of connections or 500 gallons, whichever is greater (Rule .0803)	☐ Yes ☐ No ☐ N/A
• For mobile home park systems, volume of hydropneumatic storage tank is at least 25 times the number of connections or 500 gallons, whichever is greater (Rule .0803)	☐ Yes ☐ No ☐ N/A
• For campground systems, volume of hydropneumatic storage tank is at least 10 times the number of connections or 500 gallons, whichever is greater (Rule .0803)	☐ Yes ☐ No ☐ N/A